



# COLLABORATIVE REAL ESTATE

KAREN E. WILLISON, RLP LOCATIONS NORTH BROKERAGE



## Listing Information Package

**28 Barker Boulevard, Collingwood**



**KAREN E. WILLISON**

Sales Representative  
705-888-0075 |  
kwillison@royalpage.ca

**CENTURY 21.**

Millennium Inc.  
REALTOR

LOCATIONS **NORTH**

**ROYALPAGE**

**STANLEY KUKLA**

Sales Representative  
705-446-7976  
stanley.kukla@century21.ca





**CollaborativeRealEstate.ca**



1,482 sq. ft.



3 Bed



3 Bath





# COLLABORATIVE REAL ESTATE

KAREN E. WILLISON, RLP LOCATIONS NORTH BROKERAGE

## **Quick Facts** **28 Barker Boulevard, Collingwood**

- **Located in “The Links” adjacent to environmentally protected land and surrounding the West portion of Cranberry Golf Course**
- **Well kept grounds with a community park and in ground swimming pool**
- **Easy access to the Georgian Trail, Georgian Bay, golf and ski hills**
- **Minutes to Blue Mountain and the Village at Blue**
- **Minutes to the shops, restaurants and theatres of Collingwood yet quiet without being in the center of the hustle & bustle**
- **3 bedrooms**
- **3 baths**
- **1 car garage**



**KAREN E. WILLISON**  
 WORKING TOGETHER & HELPING YOU IS WHAT WE DO  
 kwillison@royallepage.ca  
 Cell: (705) 888-0075  
 www.CollaborativeRealEstate.ca

## 28 BARKER Boulevard, Collingwood, Ontario L9Y 4W4

Client Full  
**Active / Residential**

**28 BARKER Bv Collingwood**

MLS® #: 40483795  
 Price: **\$779,000**



### Simcoe County/Collingwood/CW01-Collingwood 2 Storey/Row/Townhouse

	Beds	Baths	Kitch
Main		1	1
Second	3	2	

Beds (AG+BG): **3 (3 + 0)**  
 Baths (F+H): **3 (2 + 1)**  
 SF Fin Total: **1,482**  
 AG Fin SF Range: **1001 to 1500**  
 AG Fin SF: **1,482/Other**  
 DOM: **0**  
 Common Interest: **Condominium**  
 Tax Amt/Yr: **\$3,271.78/2023**  
 Condo Fee/Freq: **\$598.00/Monthly**  
 Addl Monthly Fees: **\$598.00**

### Remarks/Directions

Public Rmks: **Enjoy the park-like setting in this Cranberry West semi-detached home with views of the community park in front and green space that backs to the 8th fairway of Cranberry Golf Course. Best of all, the property is all maintenance free, even the large back yard is beautifully tended by the condo corp. The views are lovely no matter the season and there are loads of windows to enjoy them from -- a huge bay window in the dining room facing the park and floor-to-ceiling windows in the living area and primary bedroom looking onto the preserve. This is a three-bedroom, three-bathroom home. The primary has its own balcony, recently redone, and a pleasant ensuite with soaker tub. The main floor is very functional and bright with sliding doors to the private patio, a great spot to enjoy the peaceful views. High ceilings in the kitchen allow for a row of windows above the cupboards to bring in more light and brighten the upstairs loft area. The living area has a two-sided gas fireplace & cozy open den space where you can curl up and read a book. All the decor is fresh and neutral, a well maintained home. The community pool and common sitting areas are easy access. Across the road are four visitor parking spots so you will always have room for guests. Situated with easy access to the Georgian Trail, the Bay, ski hills & downtown community.**

Directions: **Hwy 26 West - Left onto The Links**

### Common Elements

Common Element Additional Fee: **\$598.00**  
 Common Element/Condo Amenities: **BBQs Permitted, Pool, Visitor Parking**  
 Condo Fees: **\$598.00/Monthly**  
 Locker: **None**  
 Pets Allowed: **Restricted**  
 Prop Mgmt Co: **Pro Guard**  
 Building Name: **The Links**

Balcony: **Open**  
 Condo Corp #: **SCC192**  
 Condo Corp Yr End:

### Exterior

Exterior Feat:	<b>Deck(s)</b>				
Construct. Material:	<b>Aluminum Siding</b>				
Shingles Replaced:		Foundation:	<b>Concrete</b>	Roof:	<b>Asphalt Shingle</b>
Year/Desc/Source:	//			Prop Attached:	<b>Attached</b>
Property Access:	<b>Year Round Road</b>			Apex Age:	<b>16-30 Years</b>
Other Structures:				Rd Acc Fee:	
Pool Features:	<b>Inground</b>			Winterized:	<b>Fully Winterized</b>
Garage & Parking:	<b>Attached Garage//Private Drive Single Wide//Built-In Garage</b>				
Parking Spaces:	<b>3</b>	Driveway Spaces:	<b>2.0</b>	Garage Spaces:	<b>1.0</b>
Parking Level/Unit:		Parking Assigned:		Licen Dwelling:	<b>Yes</b>
Water Source:	<b>Municipal</b>	Water Tmnt:	<b>Chlorination</b>	Sewer:	<b>Sanitary</b>
Lot Size Area/Units:	/	Acres Range:	<b>Not Applicable</b>	Acres Rent:	
Location:	<b>Urban</b>	Lot Irregularities:		Land Lse Fee:	
Area Influences:	<b>Airport, Downtown, Golf, Hospital, Major Highway, Marina</b>				
View:	<b>Golf Course</b>			Retire Com:	<b>No</b>
Topography:	<b>Wooded/Treed</b>			Fronting On:	<b>West</b>
Restrictions:				Exposure:	<b>East</b>

### Interior

Interior Feat: **Auto Garage Door Remote(s)**  
 Security Feat: **Carbon Monoxide Detector(s), Smoke Detector(s)**  
 Basement: **None** Basement Fin:  
 Cooling: **Central Air**  
 Heating: **Fireplace-Gas, Forced Air**  
 Inclusions: **Built-in Microwave, Dishwasher, Dryer, Refrigerator, Stove, Washer**



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[www.CollaborativeRealEstate.ca](http://www.CollaborativeRealEstate.ca)

Add Inclusions: **Hot water Heater, All furniture**  
 Exclusions: **Personal possessions, Large wave painting, large picture in reading room, small table in reading room**  
 Furnace Age: Tank Age: UFFI: **No**

#### Property Information

Common Elem Fee: <b>Yes</b>	Local Improvements Fee:
Legal Desc: <b>UNIT 28, LEVEL 1, SIMCOE CONDOMINIUM PLAN NO. 192</b>	Survey: <b>Available/</b>
Zoning: <b>R3-32</b>	Hold Over Days:
Assess Val/Year: <b>\$276,000/2022</b>	Occupant Type: <b>Owner</b>
PIN: <b>591920028</b>	Deposit: <b>40000</b>
ROLL: <b>433104000214828</b>	
Possession/Date: <b>Immediate/</b>	

#### Brokerage Information

List Date: **09/14/2023**  
 List Brokerage: **[Century 21 Millennium Inc., Brokerage \(Collingwood\)](#)**

Source Board: The Lakelands Association of REALTORS®  
 Prepared By: Karen E. Willison, Salesperson  
 Date Prepared: 09/14/2023

\*Information deemed reliable but not guaranteed.\* CoreLogic Matrix  
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#### MLS® #: 40483795

Room	Level	Dimensions	Dimensions (Metric)	Room Features
Bathroom	Main			2-Piece
Den	Main	10' 11" X 10' 8"	3.33 X 3.25	
Dining Room	Main	8' 2" X 10' 9"	2.49 X 3.28	
Kitchen	Main	12' 11" X 10' 2"	3.94 X 3.10	
Living Room	Main	15' 7" X 13' 7"	4.75 X 4.14	
Bathroom	Second			3-Piece
Primary Ensuite	Second			4-Piece
Bathroom				
Bedroom	Second	11' 9" X 10' 10"	3.58 X 3.30	
Bedroom	Second	10' 0" X 16' 3"	3.05 X 4.95	
Bedroom Primary	Second	13' 1" X 12' 0"	3.99 X 3.66	

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## **Expense/Utility/House Details**

### **28 Barker Boulevard, Collingwood**

#### **House Details**

Item	Year	Notes
Year Home was Built	1995	As per survey
Air Conditioner	2007	Lennox
Furnace	2008	Carrier High Efficiency
Hot Water Heater	2007	Giant
Gas Fireplace	2007	Heat-N-Glo
Water Cooler	2021	

#### **Fees and Utility Costs**

Utility	Yearly Cost	Provider
Current Property Taxes	\$3,271.78	Town of Collingwood
Insurance Premium	\$1,200.00	Intact Home Insurance
Gas	\$1,200.00 (est)	Enbridge
Hydro	\$1,400.00 (est)	EPCOR
Water/Sewer	Included with Hydro	EPCOR
Internet/Cable Provider	\$2,400.00 (est)	Bell
Lawn/Garden Maintenance	Included in condo fees	Pro Guard
Snow Removal	Included in condo fees	Pro Guard
Condo Fee	\$7,176.00	Pro Guard



### Appliances

Appliance	Make/Model	Year/Notes
Refrigerator	Samsung	2017
Dishwasher	Samsung	2017
Stove/Oven	Samsung	2017
Built-In Microwave	Samsung	2017
Washer	G. E.	2021
Dryer	G. E.	2021

### Additions/Upgrades

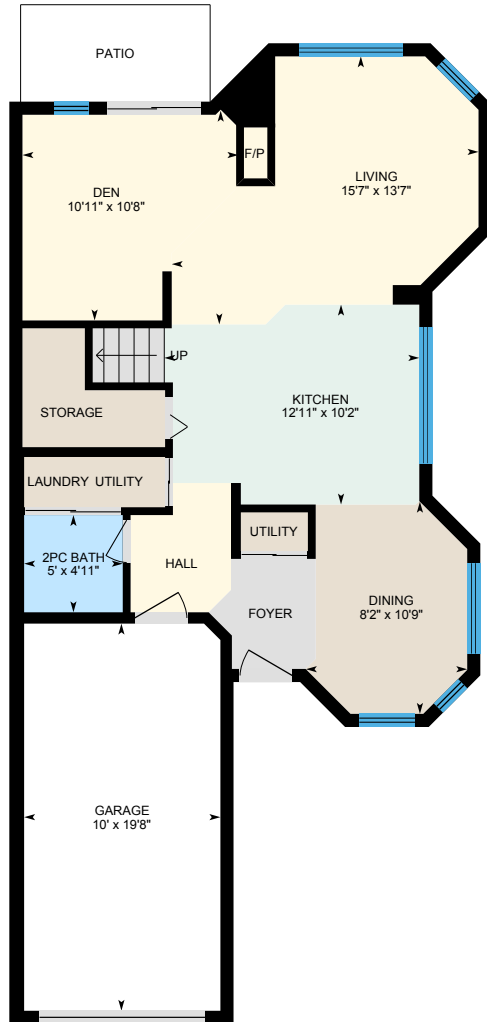
Item	Year	Details/Notes
New Toilet	2023	Upper Bathroom
New Window Coverings, Garage Door Opener	August 2023	Throughout
Interior Freshly Painted	August 2023	Throughout

### Additional Notes:

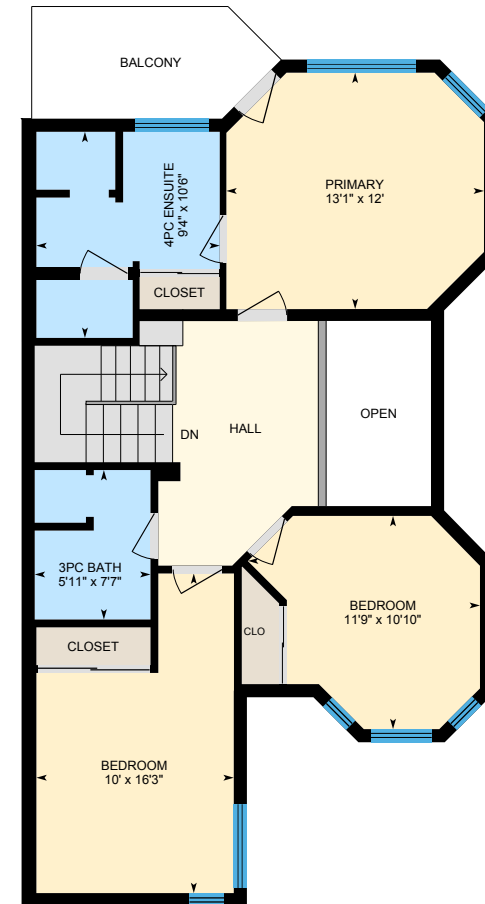
Replaced by Condo Corp:
- Patio sliding doors - 2022
- Eaves troughs - 2021 & 2023
- Upper level deck & supports - 2021

# 28 Barker Blvd, Collingwood, ON

Main Building: Total Exterior Area Above Grade 1482.66 sq ft



**Main Floor**  
Exterior Area 692.66 sq ft



**2nd Floor**  
Exterior Area 790.00 sq ft



# 28 Barker Blvd, Collingwood, ON

**Main Floor** Exterior Area 692.66 sq ft  
Interior Area 620.16 sq ft  
Excluded Area 227.41 sq ft



0 4 8 ft

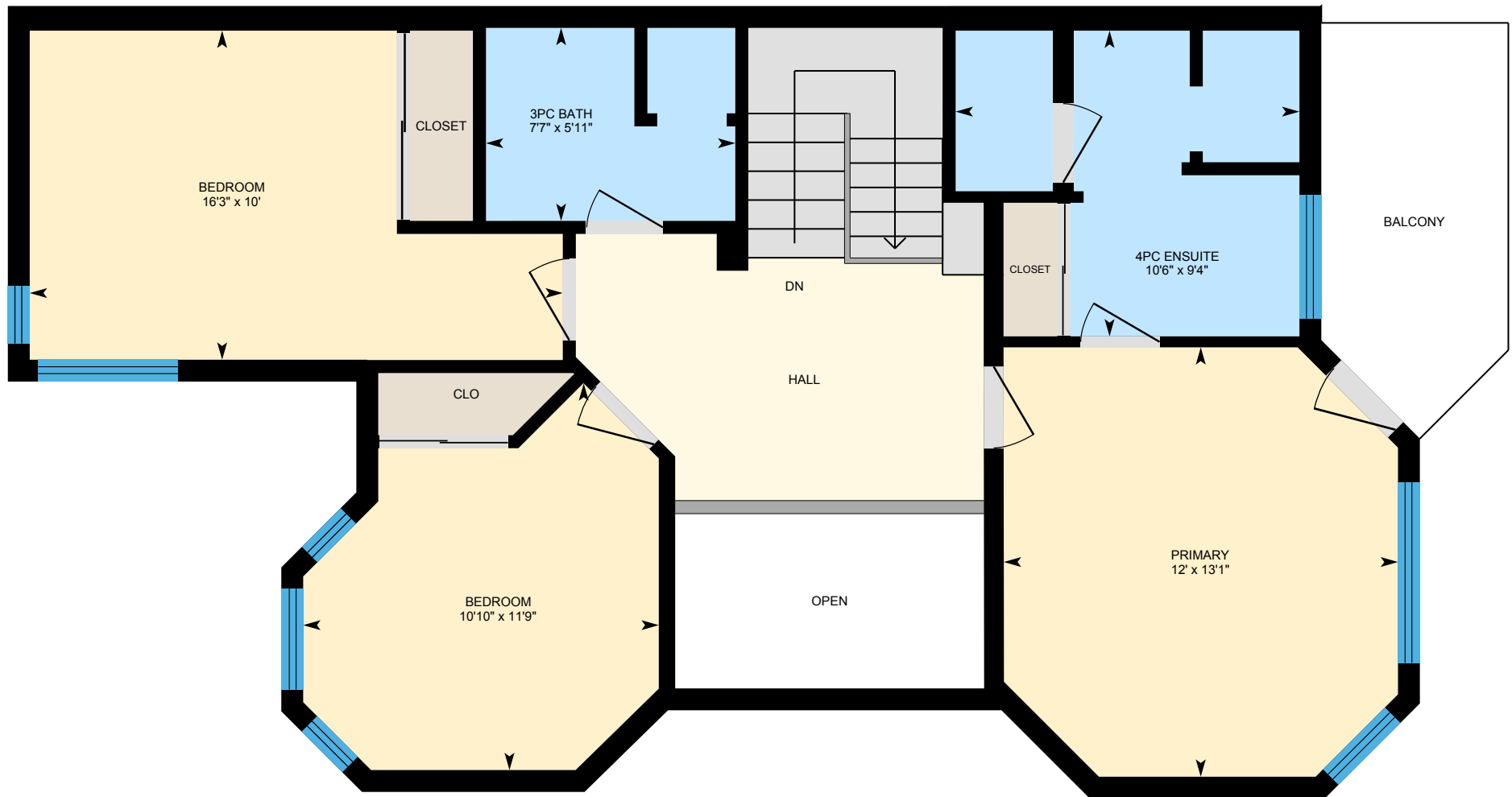
PREPARED: 2023/09/13



White regions are excluded from total floor area in iGUIDE floor plans. All room dimensions and floor areas must be considered approximate and are subject to independent verification.

## 28 Barker Blvd, Collingwood, ON

**2nd Floor** Exterior Area 790.00 sq ft  
Interior Area 702.05 sq ft  
Excluded Area 49.99 sq ft



0 4 8 ft

PREPARED: 2023/09/13



White regions are excluded from total floor area in iGUIDE floor plans. All room dimensions and floor areas must be considered approximate and are subject to independent verification.

# 28 Barker Blvd, Collingwood, ON

## Property Details

### Room Measurements

Only major rooms are listed. Some listed rooms may be excluded from total interior floor area (e.g. garage). Room dimensions are largest length and width; parts of room may be smaller. Room area is not always equal to product of length and width.

#### Main Building

##### MAIN FLOOR

- 2pc Bath: 5' x 4'11"
- Den: 10'11" x 10'8"
- Dining: 8'2" x 10'9"
- Garage: 10' x 19'8"
- Kitchen: 12'11" x 10'2"
- Living: 15'7" x 13'7"

##### 2ND FLOOR

- 3pc Bath: 5'11" x 7'7"
- 4pc Ensuite: 9'4" x 10'6"
- Bedroom: 11'9" x 10'10"
- Bedroom: 10' x 16'3"
- Primary: 13'1" x 12'

### Floor Area Information

Floor areas include footprint area of interior walls. All displayed floor areas are rounded to two decimal places. Total area is computed before rounding and may not equal to sum of displayed floor areas.

#### Main Building

##### MAIN FLOOR

- Interior Area: 620.16 sq ft
- Excluded Area: 227.41 sq ft
- Perimeter Wall Thickness: 8.0 in
- Exterior Area: 692.66 sq ft

##### 2ND FLOOR

- Interior Area: 702.05 sq ft
- Excluded Area: 49.99 sq ft
- Perimeter Wall Thickness: 8.0 in
- Exterior Area: 790.00 sq ft

#### Total Above Grade Floor Area, Main Building

- Interior Area: 1322.21 sq ft
- Excluded Area: 277.41 sq ft
- Exterior Area: 1482.66 sq ft



# 28 Barker Blvd, Collingwood, ON

## iGUIDE Method of Measurement

### Definitions

**Interior Area** is a per floor calculation, made by measuring to the inside surface of the exterior walls. The footprint of all interior walls and staircases is typically included.

**Excluded Area** is a sum of the area of all rooms (measured to the inside surface of room walls) that are excluded from the Interior Area for a floor and the footprint of corresponding walls. Prescribed area exclusions can vary from region to region. Examples of exclusions are spaces open to below, garages, cold cellars, crawl and reduced height spaces.

**Exterior Wall Footprint** is the sum of the estimated area of the perimeter wall segments bounding both Interior and Excluded Areas.

**Exterior Area** is a per floor calculation, made by measuring to the outside surface of the exterior walls and is represented by the sum of the Interior Area and the Exterior Wall Footprint.

**Grade** is the ground level at the perimeter of the exterior finished surface of a house. A floor is considered to be above grade if its floor level is everywhere above grade.

**Total Interior Area** is the sum of all Interior Areas.

**Total Excluded Area** is the sum of all Excluded Areas.

**Total Exterior Area** is the sum of all Exterior Areas.

**Finished Area** is a per floor calculation made by adding all enclosed areas in a house that are suitable for year-round use based upon their location, embodying walls, floors, and ceilings and which are similar to the rest of the house. Footprint of walls is attributed to finished area only when the walls are bounding finished areas.

**Unfinished Area** is a per floor calculation made by adding all enclosed areas that do not meet the criteria for Finished Area. Exceptions are outdoor and non-walkable areas, for example porches or areas open to below. Footprint of walls is attributed to unfinished area only when the walls are exclusively bounding unfinished areas.

### Notes

For exterior walls that are adjacent to the outside of the property, where typically only the interior side has measurement data, an estimation of the exterior wall thickness (as directly measured at the property) is used to calculate its footprint. Considerations are not made for varying wall thickness along the perimeter.

### Disclaimer

All dimensions and floor areas must be considered approximate and are subject to independent verification.

### PDF Floor Plans

**A. RECA RMS 2017:** Color is used to indicate all included areas. Excluded and not reported areas are shown in white. Walls are always shown in black.

**B. ANSI Z765 2021:** Color is used to indicate all finished areas. Unfinished and not reported areas are shown in white. Walls are always shown in black.

### More Information About the Standards

**A. RECA RMS 2017:** <https://www.reca.ca/licensees-learners/tools-resources/residential-measurement-standard>

**B. ANSI Z765 2021:** <https://www.homeinnovation.com/z765>



# The Town of Collingwood

Box 157 97 Hurontario Street  
Collingwood, ON L9Y 3Z5  
(705) 445-1030

## TAX NOTICE

Final	2023
Mailing Date	June 29, 2023

Roll No. 4331- 040-002-14828-0000

Mortgage Company:

Mortgage No.

Name and Address

Municipal Address/Legal Description

28 - BARKER BLVD

SIMCOE CONDO PLAN 192 LEVEL  
1 UNIT 28

Assessment			Municipal Levy		County Levy		Education Levy	
Class	Value	Class/Educ. Support	Tax Rate(%)	Amount	Tax Rate(%)	Amount	Tax Rate(%)	Amount
RTEP	\$ 276,000.00	Res/Farm Tx:Full - EPubSup	0.00737631	\$ 2,035.85	0.00288800	\$ 797.09	0.00153000	\$ 422.28
RTEP	\$ 276,000.00	Special Capital Levy	0.00005995	\$ 18.55				
OWN OF COLLINGWOOD PAID BY POST-DATED CHEQUE DATE August 19th 2023 AMOUNT \$838.35					TOWN OF COLLINGWOOD PAID BY POST-DATED CHEQUE DATE October 20th 2023 AMOUNT \$838.00			
Sub Totals >>>			Municipal Levy \$ 2,052.41		County Levy \$ 797.09		Education Levy \$ 422.28	

Special Charges				Installments		Summary	
By Law #	Description	Amt	Exp Year	Due Date	Amount		
				8/18/2023	\$ 838.35	Sub-Total - Tax Levy	\$ 3,271.78
				10/20/2023	\$ 838.00	Special Charges/Credits	\$ 0.00
						2023 Tax Cap Adjustment	\$ 0.00
						Final 2023 Levies	\$ 3,271.78
						Less Interim Tax Notice	\$ 1,585.43
						Past Due Taxes/Credit	\$ 0.00
Total Special Charges \$ 0.00						Total Amount Due	\$ 1,676.35

SCP192

PLAN OF SURVEY OF  
EXTENT AND LOCATION OF THE EXCLUSIVE  
USE PORTIONS OF THE COMMON ELEMENT

SCALE 1:300  
0 1 2 3 4 5 6 7 8 9 10 METRES  
ZUBEK, ENO AND PATTEN LTD.  
1995

METRIC  
DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND  
CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

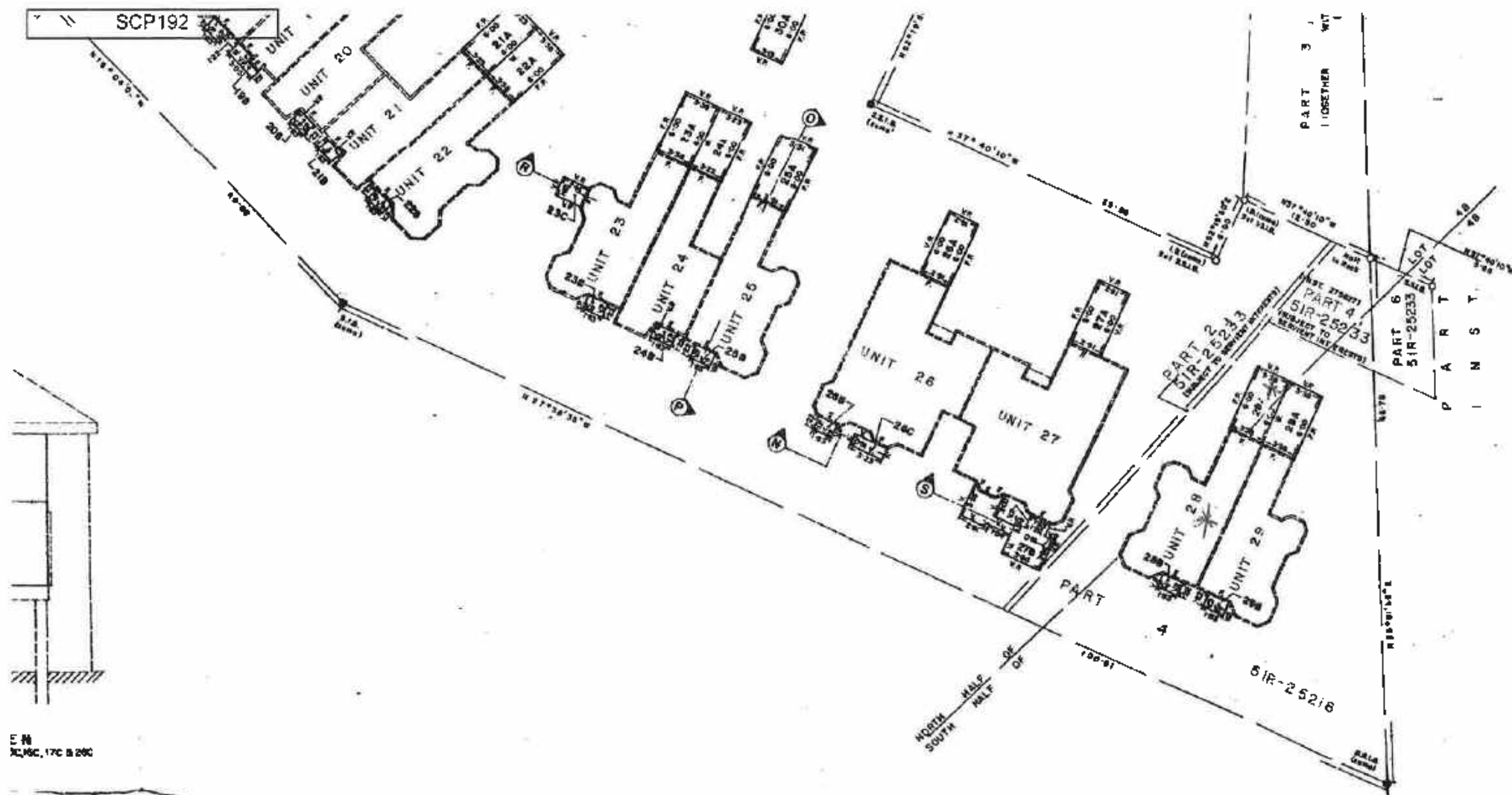
PART 1

SIR-25079

2

PART





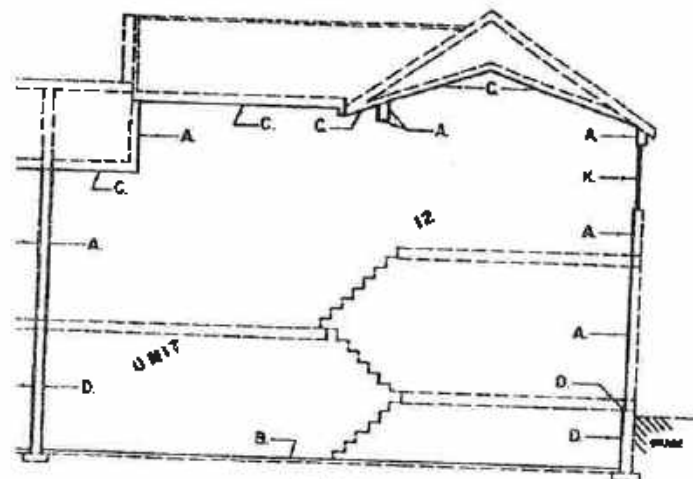
50, 100, 150, 200

SCP192

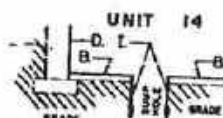
PLAN OF SURVEY OF  
PART OF THE WESTERLY 50 ACRES OF THE NORTH PART  
AND PART OF THE SOUTH HALF OF LOT 48  
AND PART OF LOT 49  
CONCESSION 11  
(FORMERLY TOWNSHIP OF NOTTAWASAGA)  
TOWN OF COLLINGWOOD, COUNTY OF SIMCOE

SCALE 1:300  
ZUBEK, EMO AND PATTEN LTD.  
1995

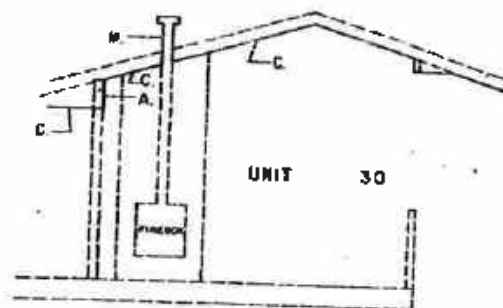
METRIC  
DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND  
CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.



SECTION TO ILLUSTRATE W  
TYPICAL OF UNITS 12, 13, 14, 15, 16, 17, 26 & 27



SECTION TO ILLUSTRATE X  
TYPICAL OF UNITS 12, 13, 14, 15, 16, 17, 26 & 27  
NOT TO SCALE

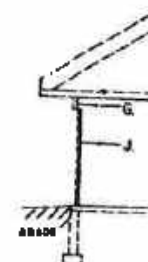


SECTION TO ILLUSTRATE M  
FIREPLACE & FLUE  
TYPICAL OF UNITS 1, 7, 10, 23 & 32  
NOT TO SCALE

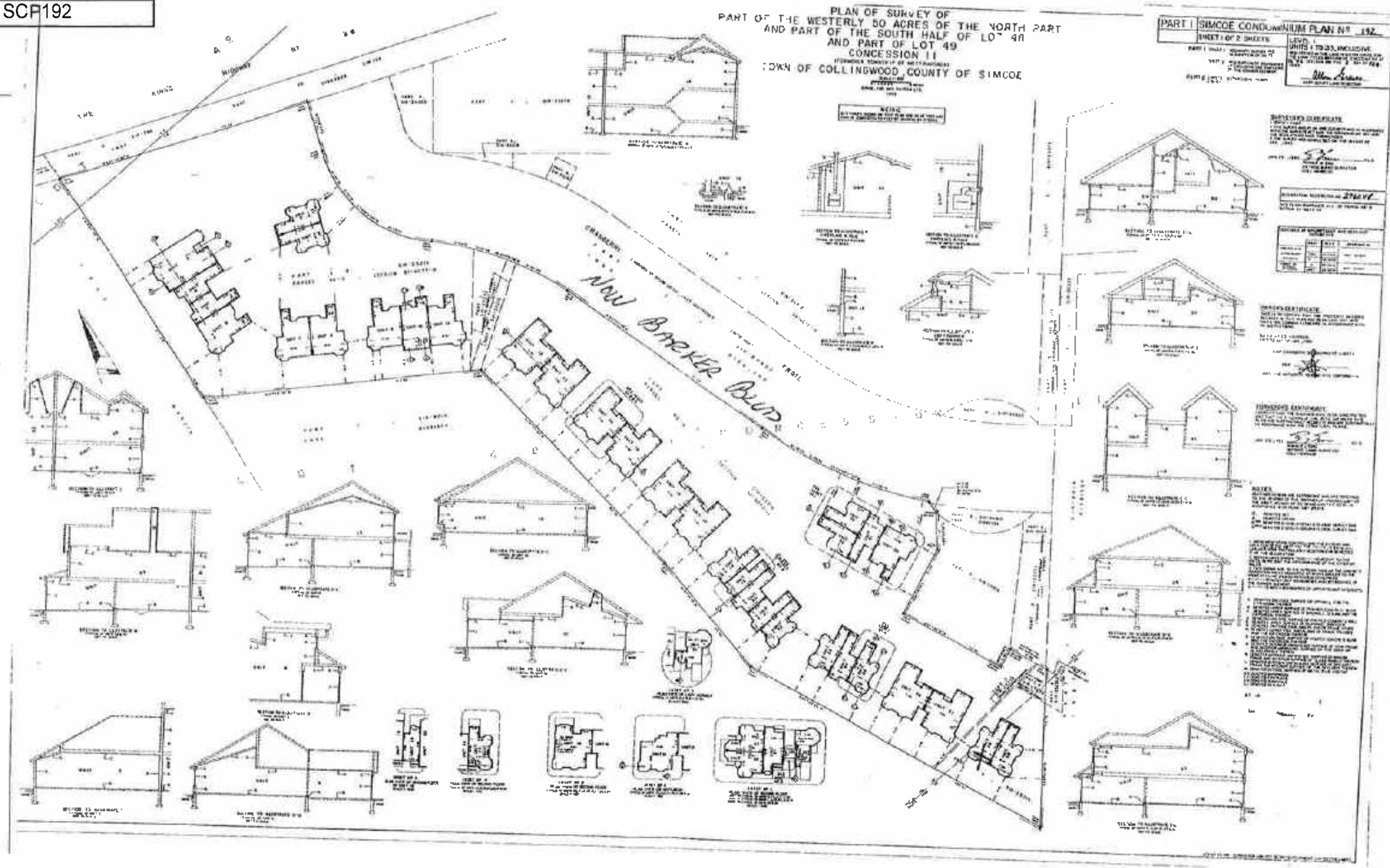


SECTION TO ILLUSTRATE G  
FIREPLACE & FLUE  
TYPICAL OF UNITS 1 TO 33, INCLUSIVE  
NOT TO SCALE

PART 2  
BIR-25079



SCF192



PLAN OF SURVEY OF  
PART OF THE WESTERLY 50 ACRES OF THE NORTH PART  
AND PART OF THE SOUTH HALF OF LOT 40  
CONCESSION II  
TOWN OF COLLINGWOOD, COUNTY OF SIMCOE

PART	SHEET	CONVEYANCE	DATE	BY	FOR
PART 1	SHEET 1 OF 2 SHEETS	CONVEYANCE	DATE	BY	FOR

**SURVEYOR'S CERTIFICATE**  
I, the undersigned, being a duly qualified Surveyor of the Province of Ontario, do hereby certify that the foregoing is a true and correct copy of the original plan of survey as filed in my office, and that the same has been duly examined and approved by me.

**CONVEYANCE CERTIFICATE**  
I, the undersigned, being a duly qualified Surveyor of the Province of Ontario, do hereby certify that the foregoing is a true and correct copy of the original plan of survey as filed in my office, and that the same has been duly examined and approved by me.

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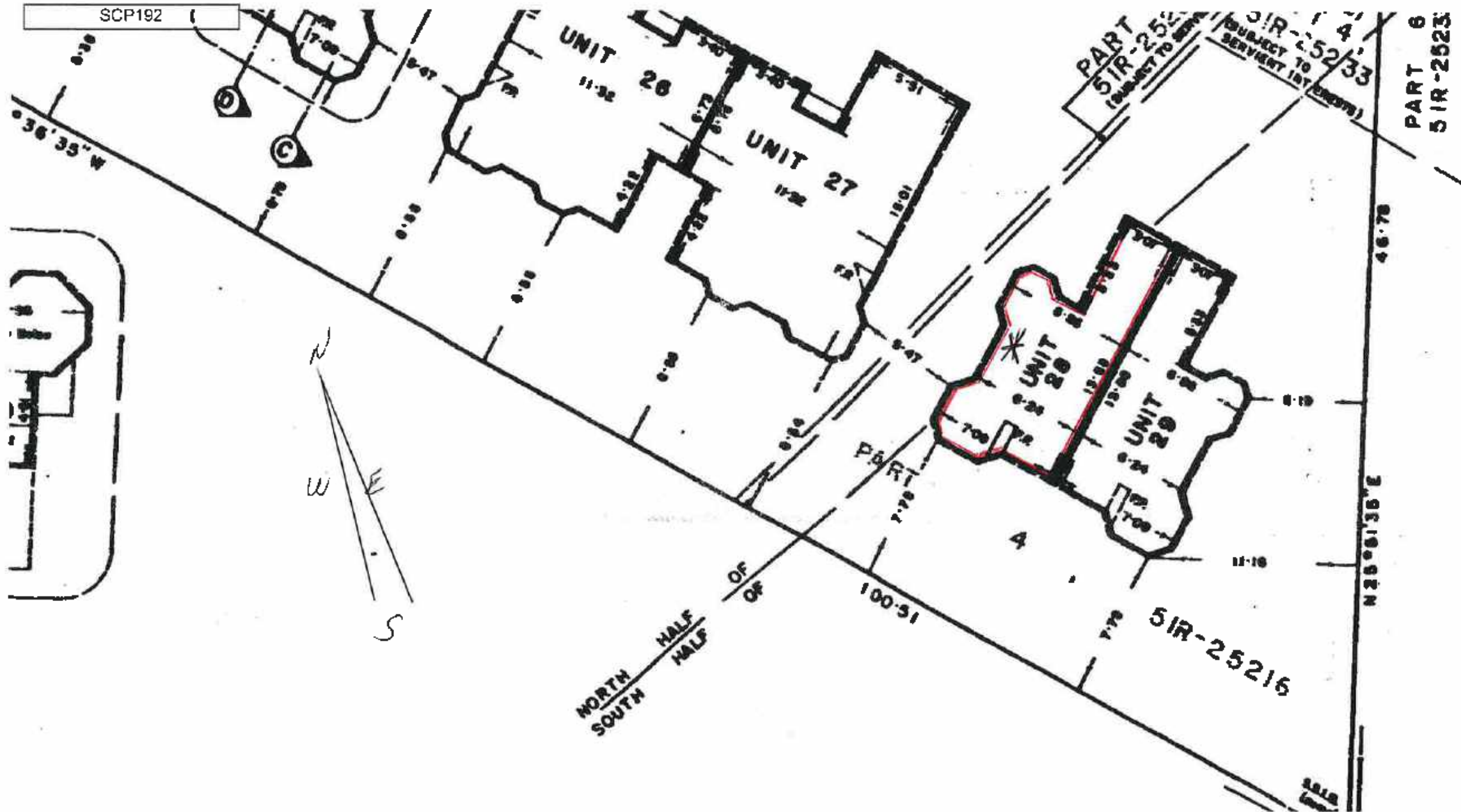
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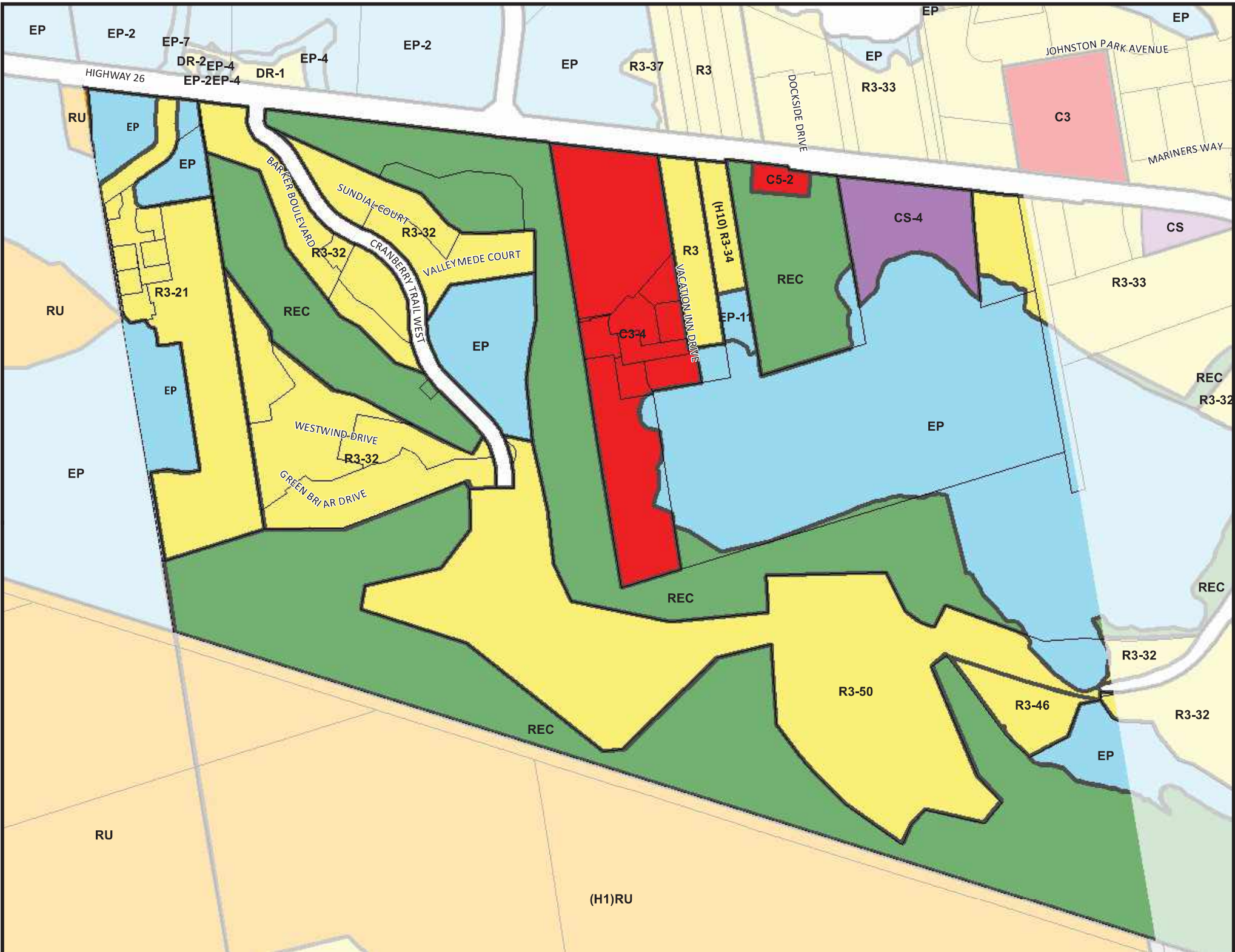
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SCP192



Map 6



Map 2

Map 10

# Simcoe Condominium Corporation No.192, Links I

391 First Street, Suite 301, Collingwood, Ontario L9Y 1B3

Phone: 705-445-6383 Fax: 705-445-7086

E-mail: [pgm@proguardmgmt.com](mailto:pgm@proguardmgmt.com)

September 06, 2023

Stanley Kukla  
Collingwood, ON  
[stanley.kukla@century21.ca](mailto:stanley.kukla@century21.ca)  
705-446-7976

Dear Stanley:

RE: LEGAL UNIT 28 LEVEL 1, Actual 28 Barker Boulevard  
SIMCOE CONDOMINIUM CORPORATION NO. 192  
CONDITIONAL DATE: N/A  
CLOSING DATE: N/A

As requested, we are pleased to enclose a Status Certificate for the above noted reference along with a Certificate of Insurance and all pertinent financial information and other related documentation of the condominium as required by the *Condominium Act, 1998*.

Unit purchasers and/or their solicitors must notify, in writing, and/or by fax, this Corporation, at its current mailing address on page 1, the change of ownership to the Unit. Until and unless such notification is provided to the Corporation, its records shall remain in the name of the present owner and the new Owner will not receive any notices from the Corporation.

Monthly common element fees are due and payable on the first of each month. A pre-authorized payment form is included in the package for your convenience. The other method of payment is post-dated cheques.

If it is the intention of the purchaser to rent his/her unit, please ensure that the enclosed "Tenant Registration Form" is completed and returned to the Management office.

***Please make careful note to read the Rules and Regulations of the Condominium.***

As per section 46.1.2 of the Condominium Act, new owners are required to notify the Corporation of possession date and provide contact information within **30 days** of possession of the Unit. Should the Corporation not be notified within this timeframe, a \$250.00 administrative fee will be charged to the Unit for the required change of ownership.

Canada Post delivers mail to the boxes on site. Please inquire with the previous owner whether or not they had keys to the mailbox as these should be turned over to the new owner.

Should you have any questions or concerns, please do not hesitate to contact the management office by phone, fax or email.

Yours truly,  
PRO GUARD PROPERTY MANAGEMENT  
As agents for and on behalf of Simcoe Condominium Corporation No. 192



Brian Schryver, R.C.M.  
Property Manager

/am



## Status certificate

(Under subsection 76 (1) of the *Condominium Act, 1998*)

*Condominium Act, 1998*

Name of Condominium Corporation  
Simcoe Condominium Corporation 192

(known as the "Corporation") certifies that as of the date of this certificate:

### General Information Concerning the Corporation

1. Mailing Address:  
391 First Street Suite 301, Collingwood On, L9Y 1B3
2. Address for Service:  
391 First Street Suite 301, Collingwood On, L9Y 1B3
3. Name of condominium manager or condominium management provider, if any, with whom the Corporation has entered into an agreement to receive condominium management services:  
Pro Guard Property Management  
Address:  
391 First Street Suite 301, Collingwood On, L9Y1B3  
Telephone number:  
705-445-6383

4. The directors and officers of the Corporation are:

Name	Position	Address for Service	Telephone Number
Mike Campbell	President	391 First Street Suite 301, Collingwood On, L9Y1B3	705-445-6383
Paul Sloan	Secretary	391 First Street Suite 301, Collingwood On, L9Y1B3	705-445-6383
Nicolette Hollander	Director	391 First Street Suite 301, Collingwood On, L9Y1B3	647-991-7753

### Common Expenses

5. The owner of Unit 28 Level 1 (Suite number 28 address Barker Blvd. ) of Collingwood On, L9Y 4W4, registered in the Land Registry Office for the Land Titles (or Registry) Division of Simcoe (51) is not in default in the payment of common expenses.

6. A payment on account of common expenses for the unit in the amount of \$ 598.04 is due on October 1, 2023 for the period October 1, 2023 to October 31, 2023.  
This amount includes the amount of any increase since the date of the budget of the Corporation for the current fiscal year as described in paragraph 10.
7. The Corporation has the amount of \$ 0.00 in prepaid common expenses for the unit.
8. There are no amounts that the *Condominium Act, 1998* requires to be added to the common expenses payable for the unit.

#### **Budget**

9. The budget of the Corporation for the current fiscal year is accurate and may result in a surplus of \$ 0.00
10. Since the date of the budget of the Corporation for the current fiscal year, the common expenses for the unit have not been increased.
11. Since the date of the budget of the Corporation for the current fiscal year, the board has not levied any assessments against the unit to increase the contribution to the reserve fund or the Corporation's operating fund or for any other purpose.
12. The Corporation has no knowledge of any circumstances that may result in an increase in the common expenses for the unit.

#### **Reserve Fund**

13. The Corporation's reserve fund amounts to \$ 469,979.83 as of July 31, 2023.
14. Has a reserve fund study been conducted by the board?  
The most recent reserve fund study conducted by the board was a Updated study based on a site inspection dated July 21, 2023 and prepared by Enerplan Engineering. The next reserve fund study will be conducted before Jul 21, 2026.
15. Not Applicable



16. The board has sent to the owners a notice dated July 24, 2023 containing a summary of the reserve fund study, a summary of the proposed plan for future funding of the reserve fund and a statement indicating the areas, if any, in which the proposed plan differs from the study. The proposed plan for future funding of the reserve fund has not been implemented because



The proposed plan for future funding has been implemented and the total contribution each year to the reserve fund is being made as set out in the Contribution Table included in the notice.

17. There are no plans to increase the reserve fund under a plan proposed by the board under subsection 94 (8) of the *Condominium Act, 1998*, for the future funding of the reserve fund

#### **Legal Proceedings, Claims**

18. There are no outstanding judgments against the Corporation
19. The Corporation is not a party to any proceeding before a court of law, an arbitrator or an administrative tribunal.
20. The Corporation has not received a notice of or made an application under section 109 of the *Condominium Act, 1998* to the Superior Court of Justice for an order to amend the declaration and description, where the court has not made the order
21. The Corporation has no outstanding claim for payment out of the guarantee fund under the *Ontario New Home Warranties Plan Act*
22. There is currently no order of the Superior Court of Justice in effect appointing an inspector under section 130 of the *Condominium Act, 1998* or an administrator under section 131 of the *Condominium Act, 1998*.
23. The unit is not subject to any agreement under clause 98 (1) (b) of the *Condominium Act, 1998* or section 24.6 of Ontario Regulation 48/01 (General) made under the *Condominium Act, 1998* relating to additions, alterations or improvements made to the common elements by unit owner.
24. The Corporation has received notice under section 83 of the *Condominium Act, 1998* that  
12 was (were) leased during the fiscal year preceding the date of this status  
this status certificate.

25. There are no additions, alterations or improvements to the common elements, changes in the assets of the Corporation or changes in a service of the Corporation that are substantial and that the board has proposed but has not implemented, and there are no proposed installations of an electric vehicle charging system to be carried out in accordance with subsection 24.3 (5) of Ontario Regulation 48/01 (General) made under the *Condominium Act, 1998*.

#### **Insurance**

26. The Corporation has secured all policies of insurance that are required under the *Condominium Act, 1998*.

#### **Phased condominium corporations**

27. Not Applicable

28. Not Applicable

#### **Vacant land condominium corporations**

29. Not Applicable

#### **Leasehold condominium corporations**

30. Not Applicable

31. Not Applicable

32. Not Applicable

#### **Attachments**

33. The following documents are attached to this status certificate and form part of it:

(a) a copy of the current declaration, by-laws and rules, (*if applicable, add: which include an occupancy standards by-law*);

(b) a copy of the budget of the Corporation for the current fiscal year, its last annual audited financial statements and the auditor's report on the statements;

(c) a list of all current agreements mentioned in section 111, 112 or 113 of the *Condominium Act, 1998* and all current agreements between the Corporation and another corporation or between the Corporation and the owner of the unit;

(d) a certificate or memorandum of insurance for each of the current insurance policies.

if applicable add the following items:

(e) a copy of all applications made under section 109 of the *Condominium Act, 1998*

(f) a copy of the schedule that the declarant has delivered to the board setting out what constitutes a standard unit, if there is no by-law of the Corporation establishing what constitutes a standard unit;

(g) a copy of all agreements, if any, described in clause 98 (1) (b) of the *Condominium Act, 1998* or section 24.6 of Ontario Regulation 48/01 (General) made under the *Condominium Act, 1998* that bind the unit;

(h) a copy of a notice dated July 24, 2023

containing a summary of the reserve fund study, a summary of the proposed plan for future funding of the reserve fund and a statement indicating the areas, if any, in which the proposed plan differs from the study;

(i) a copy of an order appointing an inspector under section 130 of the *Condominium Act, 1998* or an administrator under section 131 of the *Condominium Act, 1998*;

(j) a copy of the disclosure statement that the Corporation has received from the declarant under subsection 147 (5) of the *Condominium Act, 1998* with respect to the phase that contains the unit unless the declarant has completed all phases described in the disclosure statement and the declarant does not own any of the in the phases except for the part of the property designed to control, facilitate or provide telecommunications to, from or within the property;

(k) a copy of an application by the lessor for a termination order under section 173 of the *Condominium Act, 1998*;

(l) if the leasehold interests in the units of the Corporation have been renewed and an amendment to the declaration has not yet been registered under subsection 174 (8) of the *Condominium Act, 1998*, a copy of the provisions that apply upon renewal.

#### **Rights of person requesting certificate**

34. The person requesting this certificate has the following rights under subsections 76 (7) and (8) of the *Condominium Act, 1998* with respect to the agreements listed in subparagraph 33 (c) above:

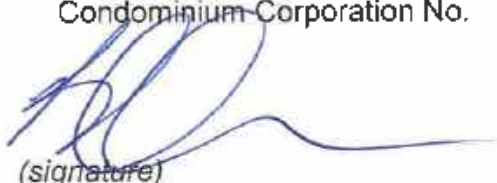
1. Upon receiving a written request and reasonable notice, the Corporation shall permit a person who has requested a status certificate and paid the fee charged by the Corporation for the certificate, or an agent of the person duly authorized in writing, to examine the agreements listed in subparagraph 33 (c) at a reasonable time and at a reasonable location.
2. The Corporation shall, within a reasonable time, provide copies of the agreements to a person examining them, if the person so requests and pays a reasonable fee to compensate the Corporation for the labour and copying charges.

Dated this 6 day of September, 2023

Simcoe

Condominium Corporation No.

192



(signature)

I/We have authority to bind the Condominium Corporation

Brian Schryver, Pro Guard Property Management

(print name)

(signature)

I/We have authority to bind the Condominium Corporation

(print name)

(Affix corporate seal or add a statement that the persons signing have the authority to bind the corporation.)

**Pre-Authorized Debits (PADs)**  
**Payor's PAD Agreement – Mandatory and Supplementary Elements**  
**Pre-authorized Debit (PAD) Agreement**

**Customer Information (Please print clearly)**

Simcoe Condo Corp # : \_\_\_\_\_ Unit #: \_\_\_\_\_ Void Cheque Attached: ☐

Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

**Bank Account Information** Business Account: ☐ Personal Account: ☐

Deposit Account Number: \_\_\_\_\_ Branch Transit Number: \_\_\_\_\_

Financial Institution Number: \_\_\_\_\_ Chequing Account ☐ Savings Account ☐

Financial Institution: \_\_\_\_\_ Name: \_\_\_\_\_

Branch Address: \_\_\_\_\_

**Pre-Authorized Debit (PAD) Details**

I (we) authorize Pro Guard Management to process a debit, in paper, electronic or other form in the amount of:

1.) Fixed amount: \$ \_\_\_\_\_  
OR

2.) Variable amount: " \$X ", with "variable payment amount \$X" being stated on a statement mailed to me (us) 10 days before debit date.

from my (our) account on the first day of each month beginning in the month of \_\_\_\_\_, 2023.

I may revoke my authorization at any time, subject to providing notice of 10 days. To obtain a sample cancellation form, or for more information on my right to cancel a PAD Agreement, I may contact my financial institution or visit [www.cdnpay.ca](http://www.cdnpay.ca).

\_\_\_\_\_  
Signature of Account Holder

\_\_\_\_\_  
Signature of Joint Account Holder (if appropriate)

\_\_\_\_\_  
Name (Please print)

\_\_\_\_\_  
Name (Please print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

I have certain recourse rights if any debit does not comply with this agreement. For example, I have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on my recourse rights, I may contact my financial institution or visit [www.cdnpay.ca](http://www.cdnpay.ca).

When the form is complete, mail or fax to:

Pro Guard Property Management  
391 First Street, Suite 301  
Collingwood, Ontario L9Y 1B3  
Tel: 1-705-4456383 Fax: 705-445-7086  
Email: [pgm@proguardmgmt.com](mailto:pgm@proguardmgmt.com)





# PRO GUARD

PROPERTY MANAGEMENT

## TENANT REGISTRATION

SIMCOE CONDOMINIUM CORPORATION NO. 192

### OWNER INFORMATION:

UNIT: \_\_\_\_\_ OWNER'S NAME: \_\_\_\_\_

PHONE #: \_\_\_\_\_ EMERGENCY #: \_\_\_\_\_

**PRO GUARD MANAGEMENT must be notified of any changes to the information below.  
PHONE: 705-445-6383 or FAX: 705-445-7086**

RENTAL AGENT (If Applicable) COMPANY: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

COMMENCEMENT DATE: \_\_\_\_\_ (date) TERMINATION DATE: \_\_\_\_\_ (date)

### TENANT INFORMATION:

NAME OF TENANT: \_\_\_\_\_

NUMBER OF PEOPLE OCCUPYING UNIT: \_\_\_\_\_

VEHICLE INFO: 1) MAKE \_\_\_\_\_ YEAR \_\_\_\_\_ LICENCE # \_\_\_\_\_

Phone #: \_\_\_\_\_ Alternate Phone #: \_\_\_\_\_

Email Address: \_\_\_\_\_

TYPE OF PET(S): \_\_\_\_\_

### TO BE SIGNED BY TENANT:

*"I acknowledge, covenant and agree that in using the unit rented by me and the Common Elements that I will, comply with the Condominium Act, Declaration, By-Laws, and Rules of the Condominium Corporation during the term of my tenancy. I hereby acknowledge that I will be subject to the same duties imposed by the Condominium Act, Declaration, By-Laws, and Rules as if I was the owner of the Unit, except for the payment of common expenses (unless otherwise provided by the Condominium Corporation as a result of default in the payment of common expenses by the Unit owner). In addition, I will ensure that my family, guests, visitors, agents permitted sub-tenants and invitees shall also comply with the Condominium Act, Declaration, By-Laws, and Rules of the Condominium Corporation." Failure to comply with the above may result in the termination of your lease or further legal action.*

☐ COPY RECEIVED

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

**Please make sure all information is completed before forwarding to the  
Management Office, 391 First Street, Suite 301, Collingwood, ON, L9Y 1B3 -  
fax 705-445-7086 or email pgm@proguardmgmt.com**

**UNIT REGISTRATION FORM**  
**SIMCOE CONDOMINIUM CORPORATION NO. 192**

DATE: \_\_\_\_\_ UNIT #: \_\_\_\_\_ (Not legal description)

OWNER(S) NAME: \_\_\_\_\_

OWNER'S MAILING ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

OTHERS AT SAME ADDRESS: \_\_\_\_\_

PETS (Please give identifying description): \_\_\_\_\_

TELEPHONE NUMBERS:

LOCAL – RES: (\_\_\_\_) \_\_\_\_\_ FAX: (\_\_\_\_) \_\_\_\_\_

OTHER: RES: (\_\_\_\_) \_\_\_\_\_ FAX: (\_\_\_\_) \_\_\_\_\_

CELL: (\_\_\_\_) \_\_\_\_\_

BUS: (\_\_\_\_) \_\_\_\_\_ EXT #: \_\_\_\_\_

EMAIL: \_\_\_\_\_

VEHICLE INFORMATION 1) MAKE \_\_\_\_\_ YEAR \_\_\_\_\_  
LICENCE NO. \_\_\_\_\_

IN CASE OF AN EMERGENCY, PLEASE CONTACT: \_\_\_\_\_  
PHONE #: \_\_\_\_\_

Please complete the above information and forward to the management office at 391  
First Street, Suite 301, Collingwood, Ontario, L9Y 1B3 by fax (705-445-7086), email  
([pgm@proguardmgmt.com](mailto:pgm@proguardmgmt.com)) or mail.



**PRO GUARD**  
PROPERTY MANAGEMENT

# **CONDOMINIUM DOCUMENTS**

## **FOR**

### **SIMCOE CONDOMINIUM CORPORATION NO. 192**

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*391 First Street, Suite 301, Collingwood, Ontario, L9Y 1B3  
Phone (705) 445-6383 Fax (705) 445-7086 e-mail: [pgm@proguardmgmt.com](mailto:pgm@proguardmgmt.com)  
Division of 970029 Ontario Inc.*



Atrens-Counsel  
Insurance Brokers  
Part of Arthur J. Gallagher Canada Limited

## CERTIFICATE OF INSURANCE

This is to certify that insurance described below has been effected with the insurer(s) shown, subject to the terms and conditions of the policy applicable.

**NAMED INSURED:** SIMCOE CONDOMINIUM CORPORATION NO. 192

**ADDITIONAL NAMED INSUREDS:** ALL REGISTERED UNIT OWNERS FROM TIME TO TIME AND ALL REGISTERED MORTGAGEES FROM TIME TO TIME

**PROPERTY INSURED:** 1-33 Barker Boulevard  
Collingwood, Ontario  
L9Y 4T9

**TERM:** March 13, 2023 TO: March 13, 2024

**COMMERCIAL PACKAGE POLICY NO.** 501600136

**PROPERTY:** Form: Comprehensive All Risk Policy  
Amount of Insurance: \$9,840,131.00  
Deductibles: \$ 10,000.00 STANDARD  
\$ 10,000.00 SEWER BACKUP & WATER DAMAGE  
\$ 50,000.00 FLOOD  
\$ 50,000.00 EARTHQUAKE  
Company: Novex Insurance Company 50%  
Aviva Insurance Company of Canada 25%  
Millennium Insurance 20%  
Tokio Marine Canada Ltd. 5%

### COMPREHENSIVE GENERAL LIABILITY:

Novex	Limit of Liability:	\$5,000,000.00
Novex	Excess Limit of Liability:	\$5,000,000.00

### DIRECTORS AND OFFICERS LIABILITY:

Novex	Limit of Liability:	\$2,000,000.00
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### BOILER AND MACHINERY:

Limit per Accident:	\$9,840,131.00
Company:	Aviva Insurance Company of Canada
Policy Number:	81638409-3017

This document is furnished as a matter of courtesy and only as information of the fact that Policies have been concurrently prepared. It is not a contract, confers no right upon any person and imposes no liability on the Insuring Companies. A Photocopy of this executed Certificate may be relied upon to the same extent as if it were an original executed certificate.

**ATRENS-COUNSEL INSURANCE BROKERS**  
Part of Arthur J. Gallagher Canada Limited

Date: March 1, 2023

  
Authorized Representative

*Your Protection is Our Business*

## SIMCOE CONDOMINIUM CORPORATION #192

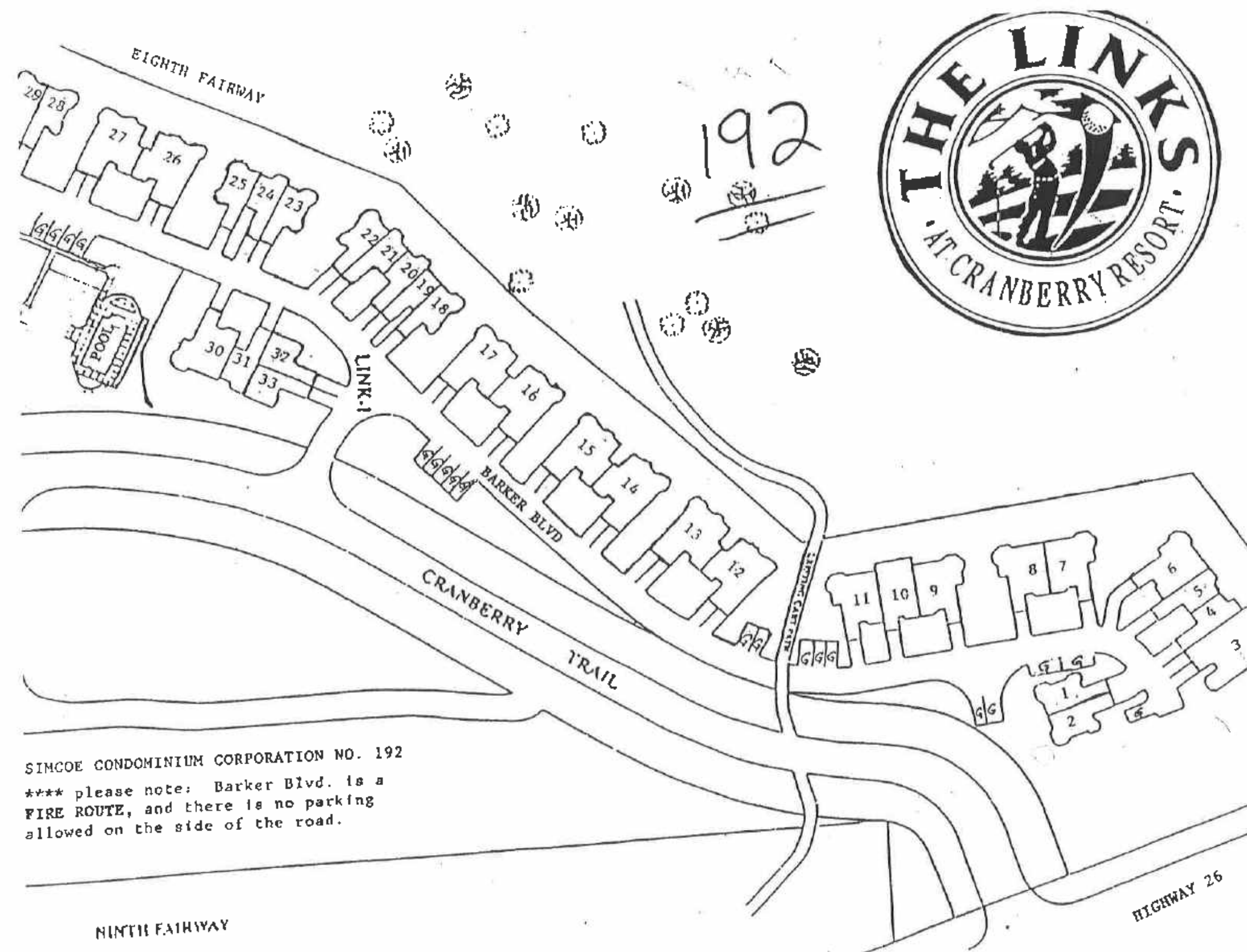
Approved Budget for the period

March 1, 2023 to February 29, 2024

		Budget 2022/2023	Estimated Actual	Approved Budget 2023/2024	%
<b>CONTRACTS:</b>					
5106	Grounds Maintenance	\$43,196	\$43,092	\$44,385	
7601	Property Management Fee	\$16,160	\$16,160	\$16,645	
5100	Irrigation System	\$2,000	\$1,950	\$2,000	
	Sub Total:	\$61,356	\$61,202	\$63,030	2.7%
<b>ADMINISTRATIVE:</b>					
7125	Supplies/Printing	\$500	\$101	\$500	
7122	Insurance	\$15,707	\$15,970	\$16,770	
7604	Audit	\$3,521	\$3,672	\$3,850	
7602	Legal	\$300	\$0	\$300	
7110	Meetings	\$500	\$447	\$500	
7134	Bank Charges	\$325	\$351	\$360	
7114	CAO - Condo Authority of Ontario	\$300	\$396	\$396	
	Sub Total:	\$21,153	\$20,541	\$22,676	7.2%
<b>UTILITIES:</b>					
	Hydro	\$2,000	\$2,110	\$2,200	
	Water Services	\$2,000	\$785	\$2,000	
	Sub Total:	\$4,000	\$2,895	\$4,200	5.0%
<b>GENERAL MAINTENANCE:</b>					
	General Maintenance	\$12,500	\$11,350	\$12,500	
	Garbage Collection	\$5,700	\$7,462	\$7,500	
	Landscape Repairs & Improvements	\$2,000	\$1,992	\$2,000	
	Weed Control & Fertilizing	\$5,620	\$6,244	\$9,600	
	Pool Maintenance	\$8,209	\$8,209	\$8,447	
	Window Cleaning	\$1,600	\$1,667	\$1,700	
	Pest Control	\$1,200	\$6,752	\$1,500	
	Sub Total:	\$36,829	\$43,676	\$43,247	17.4%
<b>TOTAL OPERATING EXPENSES :</b>		\$123,338	\$128,314	\$133,153	7.96%
<b>RESERVE FUND:</b>					
	<i>As per Reserve Fund</i>	\$115,730	\$115,730	\$123,831	7.00%
<b>COMMON EXPENSES REQUIRED:</b>		\$239,068	\$244,044	\$256,984	7.49%
<b><u>SURPLUS / DEFICIT</u></b>					
Accumulated from previous years		-\$523			
Current year surplus/(deficit)			-\$4,976		
Estimated balance forwarded to next year				-\$5,499	



192



SIMCOE CONDOMINIUM CORPORATION NO. 192  
\*\*\*\* please note: Barker Blvd. is a  
FIRE ROUTE, and there is no parking  
allowed on the side of the road.

NINTH FAIRWAY

HIGHWAY 26



## Standard Unit Description

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### Standard Construction

1. 5/8" plywood sheathing wrapped with tyvek and horizontal vinyl siding construction.
2. 2" x 6" Exterior framed walls with R20 insulation. 2" x 4" interior partitions @16" o/c. Insulation of R32 in roof, R12 in basement.
3. Fully dry-walled throughout above grade construction. Basements are unfinished.
4. Prefinished maintenance-free aluminum soffit, fascia, eaves troughs and downspouts.
5. Steel insulated flush entry doors with weather stripping.
6. Thermo pane or double pane glass with vinyl sliders and screens on all operable windows.
7. Paneled sectional roll-up garage doors for units with garages.
8. Asphalt paved driveways.
9. Entire lot sodded.
10. Precast concrete slab walkway to front entry and at rear patio step.
11. One exterior water tap (plus one located in the garage for units with garages) and electrical outlet.
12. Brass grip set, house numbers and front coach lamps.
13. Smoke detectors on every floor and in every bedroom.
14. Standard 3-tab 25 year asphalt shingles.

### Interior Finishes:

#### Kitchen

1. Rough-in plumbing at sink for automatic dishwasher.
2. Heavy-duty wiring and receptacle for stove.
3. 20 amp electrical outlets for fridge and at counter level for small appliances.
4. GFI plug outlet next to kitchen sink.
5. Standard melamine kitchen cabinets and laminate counter tops.
6. Standard stainless steel double kitchen sink.
7. 6" centre set, single lever faucet
8. ½" copper hot/cold supply lines and abs drain pipes

#### Bathroom(s)

1. 15 amp GFI electrical outlet for small appliances beside vanity in all bathrooms.
2. White melamine vanity cabinets with D-pull handles and laminate counter top.
3. Surface mounted full size mirror.
4. Standard 4 bulb vanity bar light.
5. 4" centre set single lever sink faucet.
6. Temperature control bathtub faucet.
7. Standard exhaust fans installed in the ceilings of all bathrooms.
8. Standard 5 foot white molded fiberglass acrylic tub.
9. Standard white ceramic wall tile around bath tub enclosure.

#### Flooring

1. 32 oz broadloom and ¼" underpad in all floor areas as per plans
2. Standard 12" x 12" ceramic flooring in kitchen, entrance foyer, main bath, ensuite and powder room.
3. All sub-flooring screwed down and joints sanded.

**Laundry**

1. Rough-in plumbing for automatic washer.
2. Dryer vent and heavy-duty wiring outlet.

**Interior Trim**

1. Oak railing and pickets from main to second floor, as per plans.
2. Painted colonial style interior passage doors.
3. Colonial baseboard (with quarter-round in all tiled areas).
4. Colonial casing on all windows and on doors.
5. All main floor archways are trimmed.
6. All drywall to be applied with screws.
7. Brass finish hardware on all doors.

**Electrical**

1. Circuit-breaker type panel with 100 amp service.
2. All wiring in accordance with Ontario Hydro Standards.
3. Light fixtures in bedroom ceilings other than master bedroom.
4. Two outlets in garage and one unfinished area of basement under electrical panel.
5. Ivory toggle switches throughout.
6. Smoke detectors as per Building Code requirements.
7. Rough-in for central vacuum outlets.
8. Electric door chime.
9. Rough-in electrical for dishwasher.

**Heating/Air Conditioning and Water Services**

1. High efficiency forced air heating system.
2. Hot water tank – gas (rental) unit.
3. Standard air conditioning unit at each home.
4. Gas fireplace in living room of each home.
5. Thermostat located centrally on main floor.

**Painting/Finishing**

1. Interior walls and trimming to be primed and painted in premium quality latex paint, off-white colour.
2. All interior doors to be painted with semi-gloss interior grade paint.
3. All ceilings stippled in white, except kitchen, laundry room and washroom.

**Also Included**

1. Poured concrete foundation walls.
2. Copper/ABS plumbing throughout.
3. All framing members spaced not more than 16" apart.



**SIMCOE CONDOMINIUM CORPORATION NO. 192**

**Financial Statements**

**February 28, 2022**



## INDEPENDENT AUDITOR'S REPORT

To the Members of Simcoe Condominium Corporation No. 192

### Opinion

We have audited the financial statements of Simcoe Condominium Corporation No. 192 (the Corporation), which comprise the statement of financial position as at February 28, 2022, and the statements of general fund operations, changes in fund balances and cash flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Corporation as at February 28, 2022, and the results of its operations and its cash flows for the year then ended in accordance with Canadian accounting standards for not-for-profit organizations.

### Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Statements* section of our report. We are independent of the Corporation in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with those requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

### Other Matter

We were engaged to conduct an audit, in accordance with Canadian generally accepted auditing standards, on the financial statements prepared by the Corporation's management in accordance with Canadian accounting standards for not-for-profit organizations. We were not engaged to, nor do we, provide any assurance as to whether the Corporation is in compliance with all aspects of the Condominium Act and we were not engaged to, nor do we, provide any assurance as to the adequacy of the replacement fund to cover future major repairs and replacements.

### Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with Canadian accounting standards for not-for-profit organizations, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Corporation's ability to continue as a going concern, disclosing, as applicable, matters relating to going concern and using the going concern basis of accounting unless management either intends to liquidate the Corporation or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Corporation's financial reporting process.

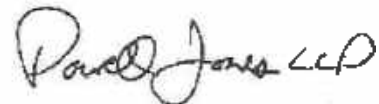
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*Auditor's Responsibilities for the Audit of the Financial Statements*

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements. As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Corporation's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Corporation's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Corporation to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.



July 26, 2022

Chartered Professional Accountants  
Licensed Public Accountants



## SIMCOE CONDOMINIUM CORPORATION NO. 192

## Statement of Financial Position

As at February 28, 2022

	2022 \$	2021 \$
<b>ASSETS</b>		
<b>CURRENT</b>		
Prepaid expenses	921	3,509
Due from reserve fund (Note 4)	3,002	815
	3,923	4,324
<b>RESERVE - CASH AND CASH EQUIVALENTS (Note 3)</b>	525,474	518,010
<b>DUE TO GENERAL FUND (Note 4)</b>	(3,002)	(815)
	526,395	521,519
<b>LIABILITIES AND FUND BALANCES</b>		
<b>CURRENT</b>		
Bank indebtedness	841	1,445
Accounts payable - general	3,605	4,320
Accounts payable - reserve	1,492	672
	5,938	6,437
<b>FUND BALANCES (DEFICIT)</b>		
General Fund	(523)	(1,441)
Reserve Fund (Notes 4, 5)	520,980	516,523
	520,457	515,082
	526,395	521,519

## APPROVED ON BEHALF OF THE BOARD

Mike Campbell Director

Paul Auer Director

See accompanying notes

**SIMCOE CONDOMINIUM CORPORATION NO. 192**

**Statement of General Fund Operations**

**For the Year Ended February 28, 2022**

	Budget (Note 8) 2022 \$	Total 2022 \$	Total 2021 \$
<b>REVENUES</b>			
Common element assessment	223,986	223,986	213,179
Other income	-	28	41
	<u>223,986</u>	<u>224,014</u>	<u>213,220</u>
<b>EXPENSES</b>			
Administration			
Audit fees	3,544	3,817	3,334
Bank charges and interest	300	322	283
Condo Authority of Ontario fees	336	297	300
Insurance	15,268	13,869	12,012
Management fees (Note 7)	15,689	15,689	15,255
Meetings	275	610	380
Printing and supplies	850	179	782
Utilities	3,500	3,188	3,124
	<u>39,762</u>	<u>37,971</u>	<u>35,470</u>
Maintenance			
Garbage disposal	6,200	5,613	5,291
General repairs	10,000	14,829	10,785
Landscape improvements	2,500	396	56
Pest control	1,000	1,836	2,223
Pool maintenance (Note 6)	7,989	7,989	7,539
Sprinkler system	2,500	2,250	2,484
Weed control	4,408	3,445	4,363
Window cleaning	1,600	1,554	1,554
Year round grounds maintenance (Note 7)	41,938	41,124	40,739
	<u>78,135</u>	<u>79,036</u>	<u>75,034</u>
	<u>117,897</u>	<u>117,007</u>	<u>110,504</u>
<b>EXCESS OF REVENUES OVER EXPENSES FROM OPERATIONS</b>	106,089	107,007	102,716
Reserve fund contributions	106,089	106,089	102,999
<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES</b>	-	918	(283)

See accompanying notes

**SIMCOE CONDOMINIUM CORPORATION NO. 192****Statement of Reserve Operations****For the Year Ended February 28, 2022**

	2022 \$	2021 \$
<b>REVENUES</b>		
Reserve fund contribution	106,089	102,999
Interest earned on reserve deposits	3,112	2,064
	<u>109,201</u>	<u>105,063</u>
<b>MAJOR REPAIRS AND REPLACEMENTS</b>		
Deck replacement project	-	58,400
Doors	-	634
Drainage	-	1,582
Eavestroughs	25,126	1,641
Fence repair	680	-
Foundations	5,136	-
Landscaping	6,611	8,136
Lights	2,490	-
Roadway repairs	14,561	-
Roof	14,631	1,300
Stain and paint	-	10,848
Tree maintenance	2,944	-
Water penetration	32,565	7,439
Windows	-	2,599
	<u>104,744</u>	<u>92,579</u>
<b>EXCESS OF REVENUES OVER MAJOR REPAIRS AND REPLACEMENTS</b>	<u>4,457</u>	<u>12,484</u>

See accompanying notes

**SIMCOE CONDOMINIUM CORPORATION NO. 192**

**Statement of Changes in Fund Balances**

**For the Year Ended February 28, 2022**

	General Fund \$	Reserve Fund \$	2022 \$	2021 \$
<b>FUND BALANCES -</b>				
<b>BEGINNING OF YEAR</b>	(1,441)	516,523	515,082	502,881
Excess (deficiency) of revenues over expenses - general	918	-	918	(283)
Excess of revenues over expenses - reserve	-	4,457	4,457	12,484
<b>FUND BALANCES - END OF YEAR</b>	(523)	520,980	520,457	515,082

See accompanying notes

**SIMCOE CONDOMINIUM CORPORATION NO. 192**

**Statement of Cash Flows**

**For the Year Ended February 28, 2022**

	2022	2021
	\$	\$
<b>OPERATING ACTIVITIES</b>		
Excess (deficiency) of revenues over expenses - general	918	(283)
Excess of revenues over expenses - reserve	4,457	12,484
	<u>5,375</u>	<u>12,201</u>
Changes in non-cash working capital:		
Prepaid expenses	2,588	1,427
Accounts payable	(715)	462
Accounts payable - reserve	820	(5,512)
	<u>2,693</u>	<u>(3,623)</u>
Cash flow from operating activities	<u>8,068</u>	<u>8,578</u>
<b>INVESTING ACTIVITY</b>		
Investments, net	<u>(402,391)</u>	<u>423,808</u>
<b>INCREASE (DECREASE) IN CASH FLOW</b>	<u>(394,323)</u>	<u>432,386</u>
Cash - beginning of year	<u>516,565</u>	<u>84,179</u>
<b>CASH - END OF YEAR</b>	<u>122,242</u>	<u>516,565</u>
<b>CASH CONSISTS OF:</b>		
Bank indebtedness - General	(841)	(1,445)
Cash - Reserve	<u>123,083</u>	<u>518,010</u>
	<u>122,242</u>	<u>516,565</u>

See accompanying notes

**SIMCOE CONDOMINIUM CORPORATION NO. 192**

**Notes to Financial Statements**

**For the Year Ended February 28, 2022**

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**1. PURPOSE OF THE CORPORATION**

Simcoe Condominium Corporation No. 192 was incorporated pursuant to the provisions of the Condominium Act R.S.O. 1970 (the corporation now follows the Condominium Act, 1998). The Corporation, created under Ontario legislation, is a private corporation without share capital, existing for the benefit of its members.

The purpose of the Corporation is to manage and maintain the common elements and to provide common services for the benefit of the owners of the 33 units located in Collingwood.

The Corporation is not subject to federal or provincial income taxes pursuant to exemptions in income tax legislation provided to not-for-profit organizations.

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**2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Basis of presentation

The financial statements were prepared in accordance with Canadian accounting standards for not-for-profit organizations (ASNFPO).

Fund accounting

Simcoe Condominium Corporation No. 192 follows the restricted fund method of accounting for contributions.

The General Fund accounts for the contributions from owners and the related common expenses.

The Reserve Fund accounts for the restricted contributions from owners and major repair and replacement costs and reserve fund study costs incurred.

Revenue recognition

Common element assessments are recognized on the accrual basis. Interest and other revenue are recognized as revenue of the related fund when earned.

Common elements

The common elements of the Corporation are owned proportionately by the unit owners and consequently are not reflected as assets in these financial statements.

Reserve for major repairs and replacements

The Corporation, as required by the Condominium Act of Ontario, has established a reserve for financing future major repairs and replacements of the common elements. The basis of establishing contributions to this Reserve Fund is explained in Note 5. Only major repairs and replacements of the common elements and costs of conducting a reserve fund study are charged directly to the Reserve Fund. Minor repairs and replacements are charged to repairs and maintenance of the General Fund.

The Corporation segregates monies accumulated for the purpose of financing future charges to the Reserve Fund in special accounts, for use only to finance such charges. Interest earned on these restricted funds is credited directly to the Reserve Fund.

*(continues)*

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**SIMCOE CONDOMINIUM CORPORATION NO. 192**

**Notes to Financial Statements  
For the Year Ended February 28, 2022**

**2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

Use of Estimates

The preparation of the Corporation's financial statements, in accordance with Canadian accounting standards for not-for-profit organizations, requires management to make estimates and assumptions which affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses for the year. These estimates are reviewed periodically and adjustments are made to income as appropriate in the year they become known.

Financial Instruments

Measurement of Financial Instruments

The Corporation initially measures its financial assets and financial liabilities at fair value adjusted by, in the case of a financial instrument that will not be measured subsequently at fair value, the amount of transaction costs directly attributable to the instrument.

Financial assets measured at amortized cost include reserve - cash and cash equivalents. Financial liabilities measured at amortized cost include bank indebtedness, accounts payable, and accounts payable - reserve.

Impairment

At the end of each reporting period, the Corporation assesses whether there are any indications that a financial asset measured at cost may be impaired. The carrying amount of the asset is reduced directly or through the use of an allowance account. The amount of the reduction is recognized as an impairment loss in the statement of income.

**3. RESERVE - CASH AND CASH EQUIVALENTS**

	2022 \$	2021 \$
Cash	123,083	518,010
Meridian 1.4% term deposit due September 8, 2023	200,000	-
Meridian 1.1% term deposit due September 8, 2022	100,000	-
Meridian 1.1% term deposit due September 8, 2022	100,000	-
Accrued interest	2,391	-
	<u>525,474</u>	<u>518,010</u>

**4. DUE TO GENERAL FUND / DUE FROM RESERVE FUND**

Due to the timing of transfers, the reserve fund has borrowed money from the general fund amounting to \$3,002 as at February 28, 2022 (2021 - \$815). The amount is due on demand with no specified terms of payment.

## **SIMCOE CONDOMINIUM CORPORATION NO. 192**

### **Notes to Financial Statements**

**For the Year Ended February 28, 2022**

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#### **5. ADEQUACY OF THE RESERVE FUND**

In accordance with the requirements of The Condominium Act of the Province of Ontario, the annual contribution to this reserve must not be less than the reserve fund study contribution.

An evaluation of the adequacy of the Reserve Fund is based upon numerous assumptions as to future events. The most recent reserve fund study was completed in February 2020 by an independent reserve fund planner, Enerplan Building Consultants. The study proposed contributions of \$109,180, costs of \$5,941, earned interest of \$5,510, and a year end balance as at February 28, 2022 of \$659,762. Actual amounts were contributions of \$106,089, costs of \$104,744, earned interest of \$3,112, and a year end balance of \$520,980. The reserve fund balance will vary from the reserve fund study balance due to the timing of expected expenditures versus actual expenditures.

Based on the reserve fund study the annual contributions to the fund for the next three years after are as follows: \$115,730 in 2023; \$118,045 in 2024 and \$120,406 in 2025.

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#### **6. SHARED FACILITIES**

The Corporation entered into a shared facility agreement, known as the Links, for use of the swimming pool and land on August 17, 2005. This agreement sets the terms for ownership, operation, maintenance and repair of the swimming pool and land.

The shared facility is jointly owned by five Condominium Corporations. Ownership and associated costs are determined based on a proportionate share calculated as a function of the number of units in each of the Condominium Corporation.

The share of the costs are as follows:

Simcoe Condominium Corporation No. 192	25%
Simcoe Condominium Corporation No. 220	11%
Simcoe Condominium Corporation No. 200	8%
Simcoe Condominium Corporation No. 239	29%
Simcoe Condominium Corporation No. 247	27%

The Corporation's costs to the shared facility for fiscal 2022 is \$7,989 based on the budget. The shared facility maintains its own set of books and records. As a result, these statements do not reflect the Corporation's proportionate share of Assets and Liabilities of the Links Shared Facility Financial Statements.

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**SIMCOE CONDOMINIUM CORPORATION NO. 192**

**Notes to Financial Statements**

**For the Year Ended February 28, 2022**

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**7. COMMITMENTS**

The Corporation has retained 9700029 Ontario Inc. o/a Pro Guard Property Management as the property manager under a 3 year contract beginning March 1, 2022 for a monthly fee of \$1,192 for 2023, \$1,227 for 2024, and \$1,264 for 2025 plus applicable taxes. The contract expires on February 28, 2025.

The Corporation has entered into various other contracts for property maintenance and other such services. The total annual commitments for property management services as well as all other contracts as of February 28, 2022 are as follows:

	\$
2023	44,000
2024	45,000
2025	31,000
	<hr/> 120,000

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**8. BUDGET**

The budgeted figures as presented for comparison purposes are unaudited and are those approved by the Board.

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**9. COVID-19 PANDEMIC**

The global COVID-19 pandemic has disrupted economic activities and supply chains. Although the disruption from the virus is expected to be temporary, given the dynamic nature of these circumstances, the duration of business disruption and the related financial impact cannot be reasonably estimated at this time. The Corporation's ability to continue to service debt and meet other obligations as they come due is dependent on the continued ability to generate earnings and collect common element fees from unit owners

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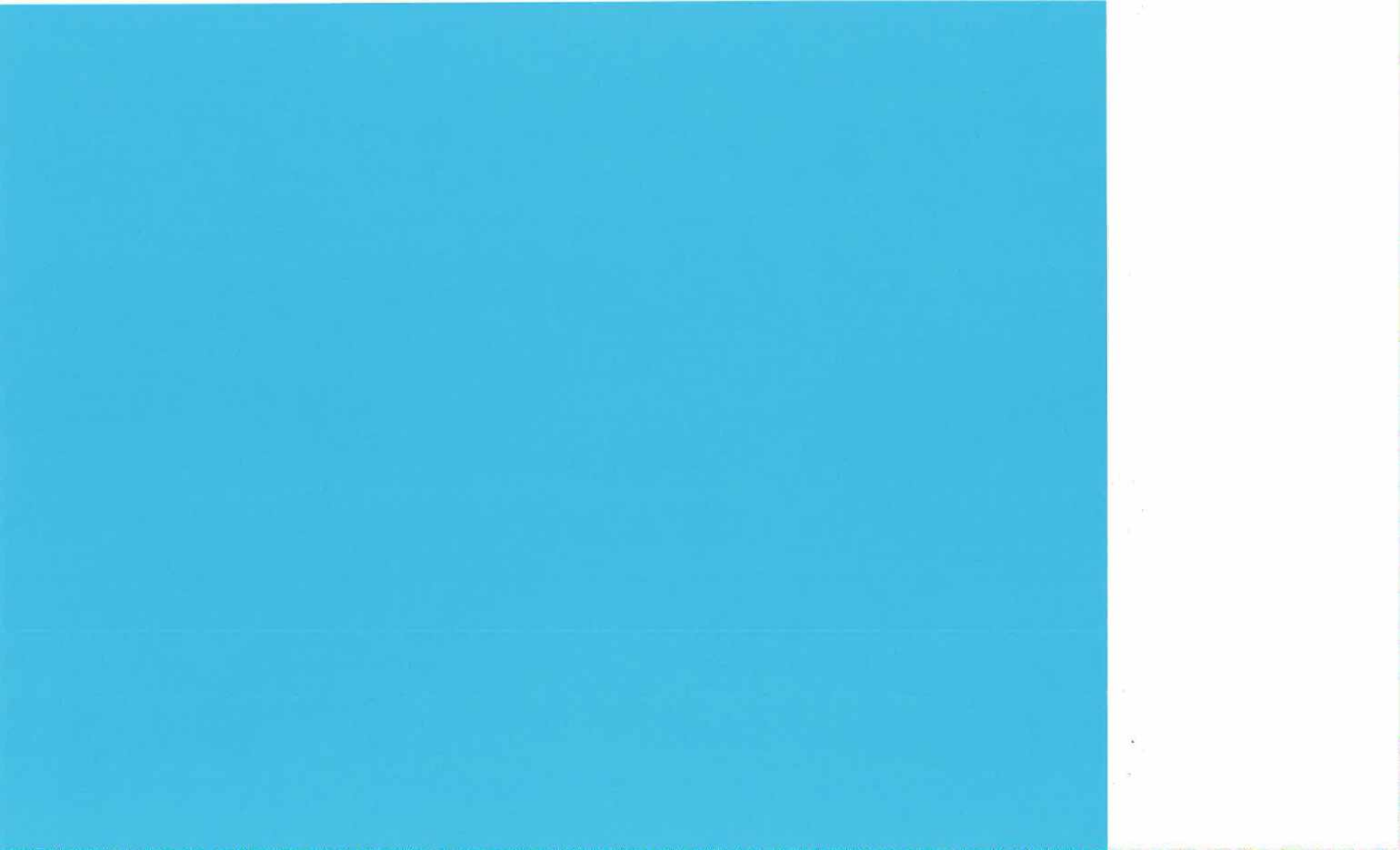
**10. FINANCIAL INSTRUMENT RISK**

The Corporation is exposed to various risks through its financial instruments and has a comprehensive risk management framework to monitor, evaluate and manage these risks. The following analysis provides information about the Corporation's risk exposure and concentration as of February 28, 2022.

**(a) Liquidity risk**

Liquidity risk is the risk that the Corporation will not be able to meet a demand for cash or fund its obligations as they come due. The Corporation meets its liquidity requirements by monitoring detailed cash flow budgets, holding assets that can be readily converted into cash.

Unless otherwise noted, it is management's opinion that the Corporation is not exposed to significant credit, market, currency, interest rate, or other price risks arising from these financial instruments.



## Notice of Future Funding

*Condominium Act, 1998*

### NOTICE OF FUTURE FUNDING OF THE RESERVE FUND (under subsection 94 (9) of the *Condominium Act, 1998*)

TO: All owners in Simcoe Condominium Corporation No. 192.

The board has received and reviewed a Class 2 Update based on a Site Review dated Revised as Final July 2023, prepared by ENERPLAN BUILDING CONSULTANTS, and has proposed a plan for the future funding of the reserve fund that the board has determined will ensure that, in accordance with the regulations made under the *Condominium Act, 1998*, the reserve fund will be adequate for the major repair and replacement of the common elements and assets of the corporation.

This notice contains:

1. A summary of the reserve fund study.
2. A summary of the proposed funding plan.
3. A statement indicating the areas, if any, in which the proposed funding plan differs from the reserve fund study.

At the time this Update was undertaken (i.e., fiscal 2022/23) the average contribution per unit per month to the reserve fund was \$292.25. Based on the proposed funding plan, the average increase in contribution per unit per month will be \$20.46 in 2023/2024; \$48.78 in 2024/2025; and \$56.39 in 2025/2026.

The proposed funding plan will be implemented beginning on March 21/2024 (set out the date of a day that is more than 30 days after the day on which this notice is sent to the owners).

Dated this 24 day of July, 2023.

Simcoe Condominium  
Corporation No. 192

Mike Campbell  
(signature)

MIKE Campbell  
(print name)

[Signature]  
(signature)

Affix corporate seal or add a statement  
that the persons signing have the  
authority to bind the corporation.

Brian Schnyer  
(print name)

## SUMMARY OF RESERVE FUND STUDY

The following is a summary of the Class 2 Update based on a Site Review dated Revised as Final July 2023, prepared by ENERPLAN BUILDING CONSULTANTS for Simcoe Condominium Corporation No. 192 (known as the "Reserve Fund Study").

Subsection 94 (1) of the *Condominium Act, 1998*, requires the corporation to conduct periodic studies to determine whether the amount of money in the reserve fund and the amount of contributions collected by the corporation are adequate to provide for the expected costs of major repair and replacement of the common elements and assets of the corporation. As a result, the corporation has obtained the Reserve Fund Study.

The estimated expenditures from the reserve fund for the next forty (40) years are set out in the CASH FLOW TABLE. In this summary, the term "annual contribution" means the total amount to be contributed each year to the reserve fund, exclusive of interest earned on the reserve fund. The recommended annual contribution for 2023/2024 is \$123,831.00 based on the estimated expenditures and the following:

Opening Balance of the Reserve Fund:	\$520,979.00
Minimum Reserve Fund Balance during the projected period:	\$36,683.00
Assumed Annual Inflation Rate for Reserve Fund Expenditures:	2.00%
Assumed Interest Rate for interest earned on the Reserve Fund:	1.13%

The Reserve Fund Study can be examined \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(set out details: e.g. whether a written request and reasonable notice are required as set out in subsection 55 (3) of the *Condominium Act, 1998*, where and when it can be examined).



S.C.C. No. 192 CASH FLOW PROJECTION TABLE

Opening Reserve Fund Balance:	\$520,979.00
Minimum Reserve Balance (as indicated in this Table):	\$36,683.00
Assumed Annual Inflation Rate for Reserve Fund Expenditures:	2.00%
Assumed Average Annual Interest Rate for Interest Earned on the Reserve Fund	1.13%

Year	Opening Balance	Total Annual Contribution (e.g., Annual Contribution + Other Contribution)*	Estimated Inflation Adjusted Expenditures	Estimated Interest Earned**	Percentage Increase in Recommended Annual Contribution***	Closing Balance
2022/2023	\$520,979.00	\$115,730.00	\$89,270.00	\$5,861.00		\$573,300.00
2023/2024	\$573,300.00	\$123,831.00	\$40,646.00	\$6,450.00	7.00%	\$662,935.00
2024/2025	\$662,935.00	\$143,149.00	\$19,821.00	\$7,458.00	15.60%	\$793,621.00
2025/2026	\$793,621.00	\$165,480.00	\$81,704.00	\$8,928.00	15.60%	\$886,325.00
2026/2027	\$886,325.00	\$168,790.00	\$209,451.00	\$9,971.00	2.00%	\$655,635.00
2027/2028	\$855,635.00	\$172,165.00	\$124,634.00	\$17,113.00	2.00%	\$920,279.00
2028/2029	\$920,279.00	\$176,609.00	\$13,932.00	\$18,406.00	2.00%	\$1,100,361.00
2029/2030	\$1,100,361.00	\$179,121.00	\$285,718.00	\$22,007.00	2.00%	\$1,015,772.00
2030/2031	\$1,015,772.00	\$182,703.00	\$240,313.00	\$40,631.00	2.00%	\$988,703.00
2031/2032	\$988,793.00	\$186,357.00	\$245,011.00	\$39,952.00	2.00%	\$980,091.00
2032/2033	\$980,391.00	\$190,084.00	\$303,111.00	\$39,204.00	2.00%	\$906,268.00
2033/2034	\$906,268.00	\$193,886.00	\$252,295.00	\$54,376.00	2.00%	\$902,236.00
2034/2035	\$902,236.00	\$193,886.00	\$415,732.00	\$54,134.00	0.00%	\$734,524.00
2035/2036	\$734,524.00	\$193,886.00	\$750,252.00	\$44,071.00	0.00%	\$222,230.00
2036/2037	\$222,230.00	\$193,886.00	\$334,266.00	\$13,334.00	0.00%	\$95,194.00
2037/2038	\$95,194.00	\$193,886.00	\$258,109.00	\$5,712.00	0.00%	\$36,683.00
2038/2039	\$36,683.00	\$193,886.00	\$1,534.00	\$2,201.00	0.00%	\$231,236.00
2039/2040	\$231,236.00	\$193,886.00	\$181,160.00	\$13,874.00	0.00%	\$257,836.00
2040/2041	\$257,836.00	\$193,886.00	\$30,502.00	\$15,470.00	0.00%	\$436,690.00
2041/2042	\$436,690.00	\$193,886.00	\$18,552.00	\$26,201.00	0.00%	\$638,226.00
2042/2043	\$638,226.00	\$193,886.00	\$3,722.00	\$38,294.00	0.00%	\$666,684.00
2043/2044	\$666,684.00	\$193,886.00	\$27,387.00	\$52,001.00	0.00%	\$1,085,184.00
2044/2045	\$1,085,184.00	\$193,886.00	\$0.00	\$65,111.00	0.00%	\$1,344,181.00
2045/2046	\$1,344,181.00	\$193,886.00	\$63,566.00	\$80,651.00	0.00%	\$1,555,152.00
2046/2047	\$1,555,152.00	\$193,886.00	\$311,733.00	\$93,209.00	0.00%	\$1,530,614.00
2047/2048	\$1,530,614.00	\$193,886.00	\$207,821.00	\$91,837.00	0.00%	\$1,808,416.00
2048/2049	\$1,808,416.00	\$193,886.00	\$1,870.00	\$98,505.00	0.00%	\$1,896,936.00
2049/2050	\$1,896,936.00	\$193,886.00	\$27,233.00	\$113,816.00	0.00%	\$2,177,405.00
2050/2051	\$2,177,405.00	\$193,886.00	\$479,662.00	\$130,644.00	0.00%	\$2,022,274.00
2051/2052	\$2,022,274.00	\$193,886.00	\$22,614.00	\$121,336.00	0.00%	\$2,314,982.00
2052/2053	\$2,314,982.00	\$193,886.00	\$117,573.00	\$138,893.00	0.00%	\$2,530,088.00
2053/2054	\$2,530,088.00	\$193,886.00	\$25,593.00	\$151,805.00	0.00%	\$2,850,187.00
2054/2055	\$2,850,187.00	\$193,886.00	\$182,410.00	\$171,011.00	0.00%	\$3,032,674.00
2055/2056	\$3,032,674.00	\$193,886.00	\$424,928.00	\$181,960.00	0.00%	\$2,983,593.00
2056/2057	\$2,983,593.00	\$193,886.00	\$522,636.00	\$179,018.00	0.00%	\$2,833,858.00
2057/2058	\$2,833,858.00	\$193,886.00	\$403,565.00	\$170,031.00	0.00%	\$2,794,211.00
2058/2059	\$2,794,211.00	\$193,886.00	\$400,698.00	\$167,653.00	0.00%	\$2,755,052.00
2059/2060	\$2,755,052.00	\$193,886.00	\$697,498.00	\$165,303.00	0.00%	\$2,416,745.00
2060/2061	\$2,416,745.00	\$193,886.00	\$723,791.00	\$145,005.00	0.00%	\$2,031,845.00
2061/2062	\$2,031,845.00	\$193,886.00	\$415,153.00	\$121,911.00	0.00%	\$1,932,489.00
2062/2063	\$1,932,489.00	\$193,886.00	\$388,226.00	\$115,949.00	0.00%	\$1,854,096.00

\*\* - "Total Contribution" represents the minimum recommended annual contribution plus any "Other Contribution" amounts as summarized in this "Contribution Table".

\*\* - An interest rate provided by the Corporation is incorporated up to year 5 of the projection which is followed by 0.00% for the remainder of the projection.

\*\* - The percent increase in annual contribution is based on the Recommended Annual Contribution only and does not include any "Other Contribution" amounts.

**SUMMARY OF PROPOSED PLAN  
FOR FUTURE FUNDING OF THE RESERVE FUND**

The following is a summary of the board's proposed plan for the future funding of the reserve fund.

The board of Condominium Corporation No. 192 has reviewed the Class 2 Update based on a Site Review dated Revised as Final July 2023, prepared by ENERPLAN BUILDING CONSULTANTS for the corporation (known as the "Reserve Fund Study") and has proposed a plan for the future funding of the reserve fund that the board has determined will ensure that, in accordance with the regulations made under the *Condominium Act, 1998*, the reserve fund will be adequate for the major repair and replacement of the common elements and assets of the corporation.

The board has not adopted the funding recommendations of the Reserve Fund Study and has proposed a plan for the future funding of the reserve fund as set out in the Contribution Table based on the following:

Opening Balance of the Reserve Fund:	\$520,979.00
Minimum Reserve Fund Balance during the projected period:	\$32,987.00
Assumed Annual Inflation Rate for Reserve Fund Expenditures:	2.00%
Assumed Interest Rate for interest earned on the Reserve Fund:	1.13

The total contribution for the 2022/2023 fiscal year was \$115,730.00, which had already been budgeted at that time.

The Proposed Plan for Future Funding of the Reserve Fund is attached herein.

S.C.C. No. 192 CONTRIBUTION TABLE

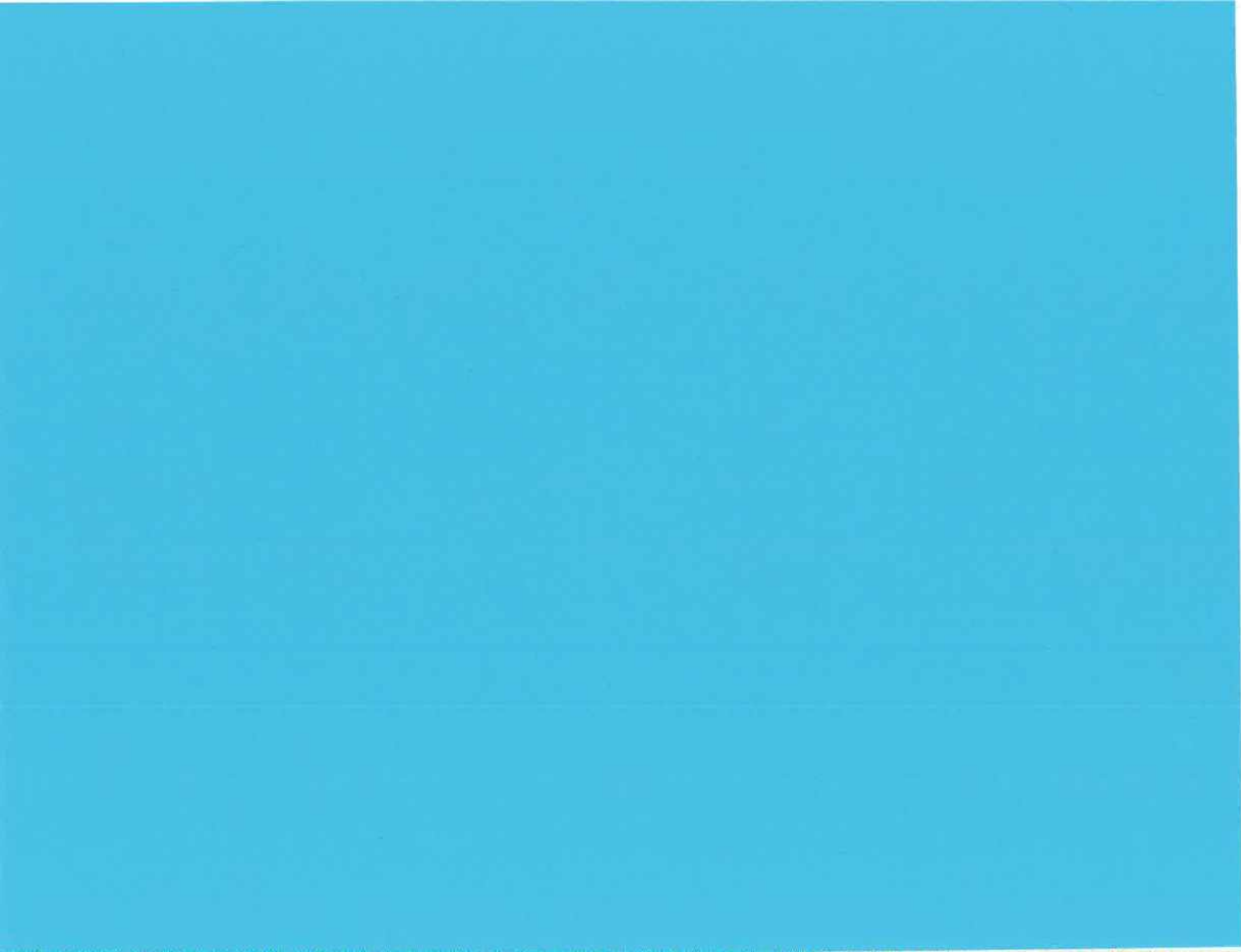
Year	"A" Annual Contribution*	% Increase Over Previous Year	"B" Other Contribution (e.g., special assessment or loan)	"A + B" Total Contribution Each Year to Reserve Fund
2022/2023	\$115,730.00		\$0.00	\$115,730.00
2023/2024	\$123,831.00	7.00%	\$0.00	\$123,831.00
2024/2025	\$130,889.00	5.70%	\$0.00	\$130,889.00
2025/2026	\$138,350.00	5.70%	\$0.00	\$138,350.00
2026/2027	\$146,236.00	5.70%	\$0.00	\$146,236.00
2027/2028	\$154,572.00	5.70%	\$0.00	\$154,572.00
2028/2029	\$163,382.00	5.70%	\$0.00	\$163,382.00
2029/2030	\$172,695.00	5.70%	\$0.00	\$172,695.00
2030/2031	\$182,539.00	5.70%	\$0.00	\$182,539.00
2031/2032	\$192,943.00	5.70%	\$0.00	\$192,943.00
2032/2033	\$203,941.00	5.70%	\$0.00	\$203,941.00
2033/2034	\$208,020.00	2.00%	\$0.00	\$208,020.00
2034/2035	\$212,180.00	2.00%	\$0.00	\$212,180.00
2035/2036	\$216,424.00	2.00%	\$0.00	\$216,424.00
2036/2037	\$220,752.00	2.00%	\$0.00	\$220,752.00
2037/2038	\$225,167.00	2.00%	\$0.00	\$225,167.00
2038/2039	\$229,671.00	2.00%	\$0.00	\$229,671.00
2039/2040	\$234,264.00	2.00%	\$0.00	\$234,264.00
2040/2041	\$238,949.00	2.00%	\$0.00	\$238,949.00
2041/2042	\$243,728.00	2.00%	\$0.00	\$243,728.00
2042/2043	\$243,728.00	0.00%	\$0.00	\$243,728.00
2043/2044	\$243,728.00	0.00%	\$0.00	\$243,728.00
2044/2045	\$243,728.00	0.00%	\$0.00	\$243,728.00
2045/2046	\$243,728.00	0.00%	\$0.00	\$243,728.00
2046/2047	\$243,728.00	0.00%	\$0.00	\$243,728.00
2047/2048	\$243,728.00	0.00%	\$0.00	\$243,728.00
2048/2049	\$243,728.00	0.00%	\$0.00	\$243,728.00
2049/2050	\$243,728.00	0.00%	\$0.00	\$243,728.00
2050/2051	\$243,728.00	0.00%	\$0.00	\$243,728.00
2051/2052	\$243,728.00	0.00%	\$0.00	\$243,728.00
2052/2053	\$243,728.00	0.00%	\$0.00	\$243,728.00
2053/2054	\$243,728.00	0.00%	\$0.00	\$243,728.00
2054/2055	\$243,728.00	0.00%	\$0.00	\$243,728.00
2055/2056	\$243,728.00	0.00%	\$0.00	\$243,728.00
2056/2057	\$243,728.00	0.00%	\$0.00	\$243,728.00
2057/2058	\$243,728.00	0.00%	\$0.00	\$243,728.00
2058/2059	\$243,728.00	0.00%	\$0.00	\$243,728.00
2059/2060	\$243,728.00	0.00%	\$0.00	\$243,728.00
2060/2061	\$243,728.00	0.00%	\$0.00	\$243,728.00
2061/2062	\$243,728.00	0.00%	\$0.00	\$243,728.00
2062/2063	\$243,728.00	0.00%	\$0.00	\$243,728.00

\*The term "annual contribution" means the amount to be contributed each year to the reserve fund from the monthly common expenses.  
This projection assumes that the contributions to the reserve fund in the fiscal year the Study was conducted was set by the Corporation.

**DIFFERENCES BETWEEN  
THE RESERVE FUND STUDY AND  
THE PROPOSED PLAN FOR FUTURE  
FUNDING OF THE RESERVE FUND**

The Plan for Future Funding of the Reserve Fund proposed by the board differs from the Reserve Fund Study in the following respects:

The Funding Plan presented by the Reserve Fund Study is designed to meet the requirements of Section 94 (8) of the Condominium Act, 1998. This section of the Act requires the Corporation's reserves be adequately funded within 15-years of the completion of the first compliant Reserve Fund Study completed within the compliance period of May 5, 2001 to May 5, 2004. However, proposed legislation to the Act may allow the three year period between Updates to top-up any short-falls in the Reserve Fund. Consequently, the annual increase in contribution proposed by the Reserve Fund Study is 15.6% for fiscals 2024/25 and 2025/26. However, the Board has elected to extend the topping-up period to ten-years from the date of the current study instead of the proposed three-years time-frame. Therefore, the annual increases in contribution in the funding plan proposed by the Board is 5.7% for fiscals 2024/25 to 2032/33.



Document General  
Form 4 — Land Registration Reform Act

D

FOR OFFICE USE ONLY

276591

CERTIFICATE OF RECEIPT  
RECEPISSE  
SIMCOE (51) DARRIE

'95 02 17 13 43

*[Handwritten Signature]*

LAND REGISTRATION/REGISTRAR

New Property Identifiers

Additional:  
See  
Schedule ☐

Executions

Additional:  
See  
Schedule ☐

(1) Registry ☐ Land Titles ☒ (2) Page 1 of 19 pages

(3) Property Identifier(s) Block Property

Additional:  
See  
Schedule ☐

(4) Nature of Document  
BY-LAW NO. 1 (Condominium Act)

(5) Consideration

Dollars \$

(6) Description

All Units and Common Elements  
comprising the property included in  
Simcoe Condominium Corporation No. 192  
Town of Collingwood  
County of Simcoe  
Land Titles Division of Simcoe (No. 51)

(7) This  
Document  
Contains:

(a) Redescription  
New Easement  
Plan/Sketch ☐

(b) Schedule for:

Description ☐ Additional  
Parties ☐ Other ☒

(8) This Document provides as follows:

See schedule attached

Continued on Schedule ☒

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

(10) Party(ies) (Set out Status or Interest)  
Name(s)

SIMCOE CONDOMINIUM  
CORPORATION NO. 192

Signature(s)

Date of Signature  
Y M D

Per: *[Signature]*  
Larry Law President

1995 02 13

Per: *[Signature]*  
Andrew R.C. Webster,  
Secretary

1995 02 13

We have authority to bind the Corporation

(11) Address  
for Service Suite 308, 4100 Yonge Street, North York, Ontario, M2P 2B5

(12) Party(ies) (Set out Status or Interest)  
Name(s)

Signature(s)

Date of Signature  
Y M D

(13) Address  
for Service

(14) Municipal Address of Property  
Multiple

(15) Document Prepared by:

Andrew R.C. Webster  
AIRD & BERLIS  
Barristers & Solicitors  
Suite 1800, 181 Bay Street  
Toronto, Ontario  
M5J 2T9

FOR OFFICE USE ONLY

Fees and Tax

Registration Fee

Total

505



# CERTIFICATE

Page 2

Simcoe Condominium Corporation No. 192 hereby certifies that the By-law No. 1 attached hereto was made in accordance with the Condominium Act, R.S.O. 1990, c.C.26, and any amendments thereto, the Declaration and the By-laws of the Corporation, and the said By-law No. 1 has not been amended and is in full force and effect.

Dated as of the 13th day of February, 1995.

**SIMCOE CONDOMINIUM CORPORATION NO.  
192**

Per:  \_\_\_\_\_  
Larry Law, President

Per:  \_\_\_\_\_  
Andrew R.C. Webster, Secretary

We have the authority to bind the Corporation.

**BY-LAW NO. 1**

Be it enacted as a by-law of Simcoe Condominium Corporation No. 192 (hereinafter referred to as the "Corporation") as follows:

**ARTICLE I****DEFINITIONS**

The terms used herein shall have ascribed to them the definitions contained in the Condominium Act, R.S.O. 1990, c.C.26, as amended, and the regulations made thereunder (all of which are hereinafter referred to as the "Act"), and the declaration.

**ARTICLE II****SEAL**

The seal of the Corporation shall be in the form impressed hereon.

**ARTICLE III****REGISTER**

The Corporation shall maintain a record (hereinafter called the "Register") which shall note the name and address for service of the owner and mortgagee of each unit who has notified the Corporation of his entitlement to vote. The owner's address for service shall be the address shown for his unit and the mortgagee's address for service shall be the address shown for it on its mortgage registered in the Land Titles Office, unless the Corporation is given notice of a different address by such owner or mortgagee.

**ARTICLE IV****MEETING OF MEMBERS**

1. **Annual Meetings:** The annual meetings of the owners shall be held at such place within the Town of Collingwood and at such time and on such day in each year as the Board of directors of the Corporation (hereinafter called the "Board") may from time to time determine, for the purpose of hearing and receiving the reports and statements required by the Act and the by-laws of the Corporation to be laid before the directors, confirming by-laws passed by directors, appointing an auditor and fixing or authorizing the Board to fix his remuneration, and for the transaction of such other business as may be properly brought before the meeting. The Board shall lay before each annual meeting of owners a financial statement made in accordance with generally accepted accounting principles, as well as the report of the auditor to the owners, and such further information respecting the financial position of the Corporation as the by-laws may require. Not more than fifteen (15) months shall elapse between the dates of two successive annual general meetings.

2. **The First Meeting:** The first annual general meeting shall be held not more than three (3) months after the registration of the declaration and description. The owners shall, at such first meeting, appoint one or more auditors to hold office until the close of the next annual meeting, and if the owners fail to do so, the Board shall forthwith make such appointment. The remuneration of an auditor so appointed shall be

fixed by the owners, or by the Board if authorized to do so by the owners; but the remuneration of an auditor appointed by the Board shall be fixed by the Board. The Corporation shall then give notice in writing to an auditor of its appointment forthwith after such appointment is made.

3. **Turnover Meeting:** The Board, elected at a time when the declarant owns a majority of the units, shall not more than twenty-one days after the declarant ceases to be the registered owner of a majority of the units, call a meeting of the owners to elect a new Board, and such meeting shall be held within twenty-one (21) days after the calling of the meeting (the "Turnover Meeting"). If the Turnover Meeting is not called within such time, any owner or any mortgagee entitled to vote may call the meeting. At this meeting, the declarant or its agents shall give to the new Board elected at that meeting the condominium seal and all the books, documents, agreements, plans, warranties, financial records, and all other information required to be transferred pursuant to Section 26 of the Act. Furthermore, within sixty (60) days after the Turnover Meeting, the declarant shall give the Board an audited financial statement prepared as at the date of such meeting.

4. **Special Meetings:** The Board, or any mortgagee holding mortgages on not less than ten per cent (10%) of the units, may at any time call a meeting of the owners of the Corporation for the transaction of any business, the nature of which shall be specified in the notice calling the meeting. The Board shall, upon receipt of a requisition in writing made by owners who together own at least ten per cent (10%) of the units, call and hold a meeting of the owners and if the meeting is not called and held within thirty (30) days of receipt of this requisition, any of the requisitionists may call the meeting. In such case, the meeting shall be held within sixty (60) days of the receipt of the requisition.

5. **Notices:** Notice of the time, place and date of the Turnover Meeting, and each annual or special meeting, shall be given not less than ten (10) days before the day on which the meeting is to be held to the auditor of the Corporation and to each owner and mortgagee who is entered on the register at least twelve (12) days before the date of such meeting. The Corporation shall not be obliged to give notice to any owner who has not notified the Corporation that he has become an owner, or to any mortgagee who has not notified the Corporation that he has become a mortgagee and has been authorized or empowered in his mortgage to exercise the right of the mortgagor to vote. Each notice of meeting, as hereinbefore required, shall have appended to it an agenda of matters to be considered at such meeting.

6. **Report and Financial Statements:** The Corporation shall, at least ten (10) days before the date of any annual meeting of owners, furnish to every owner and mortgagee entered on the register a copy of the financial statements and auditor's report. A copy of the minutes of the meeting of owners and of the Board shall, within ten (10) days of such meeting, be furnished to each owner or mortgagee who has, in writing, requested same.

7. **Persons entitled to be present:** The only persons entitled to attend a meeting of owners shall be the owners and mortgagees entered on the register, any others entitled to vote thereat, the auditor of the Corporation, the directors and officers of the Corporation and others who, although not entitled to vote are entitled or required under the provisions of the Act or the by-laws of the Corporation to be present at the meeting. Any other person may be admitted only on the invitation of the Chairman of the meeting or with the consent of a majority of those present at the meeting.

8. **Quorum:** At any meeting of owners, a quorum shall be constituted when persons entitled to vote and owning not less than thirty-three and one-third per cent (33-1/3%) of the units are present in person or represented by proxy at such meeting. If thirty (30) minutes after the time appointed for the holding of any meeting of owners has elapsed and a quorum is not present, the meeting shall be dissolved and shall stand

adjourned to the same time on the corresponding day, two weeks therefrom, at such place within the said municipality as the Board shall determine. Notice of the time, day and place of the convening of such adjourned meeting shall be given not less than ten (10) days prior to the convening of such meeting.

9. **Right to vote:** At each meeting of owners, and subject to the restrictions in Paragraph 13 of the within Article, every owner of a unit shall be entitled to vote, if he is currently entered on the register as an owner or has given notice to the Corporation in a form satisfactory to the Chairman of the meeting that he is an owner. If a unit has been mortgaged, the mortgagor may nevertheless represent such unit at such meeting and vote in respect thereof, unless the mortgage itself expressly authorizes and empowers the mortgagee to vote, in which case such mortgagee may exercise the owner's vote in respect of such unit, upon filing with the Secretary of the meeting sufficient proof of the terms of such mortgage and notifying both the mortgagor and the Corporation of his intention to exercise his right to vote at least two (2) days before the date specified in the notice for the meeting. Any dispute over the right to vote shall be resolved by the Chairman of the meeting upon such evidence as he may deem sufficient. The vote of each such owner or mortgagee shall be on the basis of one vote per unit, and where two or more persons entitled to vote in respect of one unit disagree on their vote, the vote in respect of that unit shall not be counted.

10. **Method of voting:** At any annual, special or Turnover Meeting, any questions shall be decided by a show of hands unless a poll is demanded by a person entitled to attend such meeting as aforesaid, and unless a poll is so demanded, a declaration by the Chairman that such question has by the show of hands been carried is prima facie proof of the fact, without proof of the number of votes recorded in favour of, or against, any such question. A demand for a poll, once given, may be withdrawn. Notwithstanding the above, the voting for the election of directors shall be by ballot only. And provided further that all matters required by the Act or Declaration to be determined by the vote of members holding a stated percentage of the common elements shall be by ballot only.

11. **Representatives:** An executor, administrator, committee of a mentally incompetent person, guardian or trustee (and where a corporation acts in such capacity any person duly appointed for such corporation) upon filing with the Secretary of the meeting sufficient proof of his appointment, shall represent the owner or mortgagee at all meetings of the owners of the Corporation and may exercise the owner's vote in the same manner and to the same extent as such owner. If there be more than one executor, administrator, committee, guardian or trustee, the provisions of Paragraph 13 of this Article shall apply.

12. **Proxies:** Every owner or mortgagee entitled to vote at meetings of owners, may, by instrument in writing, appoint a proxy, who need not be an owner or mortgagee, to attend and act at the meeting in the same manner, to the same extent, and with the same powers as if the owner or mortgagee were present himself. The instrument appointing a proxy shall be in writing signed by the appointer or his attorney authorized in writing. The instrument appointing a proxy shall be deposited with the Secretary of the meeting before any vote is cast under its authority.

13. **Co-Owners:** If two or more persons own a unit, or own a mortgage in respect of which a right to vote is exercisable, any one of the owners or mortgagees, as the case may be, may in the absence of the other owner(s) or mortgagee(s) vote, but if more than one of them are present or are represented by proxy, they shall vote in agreement with each other, failing which the vote for such unit shall not be counted. If a unit is subject to a Co-Ownership Agreement governing the use and occupancy of the unit, the proper party designated under such Co-Ownership Agreement for such purpose shall exercise the right to vote in respect of such unit.

14. **Votes to govern:** At all meetings of owners every question shall, unless otherwise required by the Act, the declaration or the by-laws, be decided by the majority of the votes cast on the question, as set out in Paragraph 9 of this Article.

15. **Entitlement to Vote:** Except where, under the Act or the by-laws, an unanimous vote of all owners is required, an owner is not entitled to vote at any meeting if any contributions payable in respect of his unit are in arrears for more than thirty (30) days prior to the meeting.

## **ARTICLE V**

### **THE CORPORATION**

1. **Duties of the Corporation:** The duties of the Corporation shall include, but shall not be limited to the following:

- (a) controlling, managing and administering the common elements and the assets of the Corporation;
- (b) operating and maintaining the common elements in a fit and proper condition;
- (c) collecting the common expenses assessed against the owners;
- (d) supplying heat, hydro and water services to the common elements, if required, except where the Corporation is prevented from carrying out such duty by reason of any event beyond the reasonable control of the Corporation. If any apparatus or equipment used in effecting the supply of such heat, hydro or water at any time becomes incapable of fulfilling its function or is damaged or destroyed, the Corporation shall have reasonable time within which to repair or replace such apparatus and the Corporation shall not be liable for indirect or consequential damages or for damages for personal discomfort or illness by reason of the breach of such duty;
- (e) obtaining and maintaining such insurance as may be required by the Act, the declaration or the by-laws;
- (f) repairing after damage and restoring the units and the common elements in accordance with the provisions of the Act, the declaration and the by-laws;
- (g) obtaining and maintaining fidelity bonds where obtainable in such amounts as the Board may deem reasonable, for such officers and directors or employees as are authorized to receive or disburse any funds on behalf of the Corporation;
- (h) causing audits to be made after every year-end and making financial statements available to the owners and mortgagees in accordance with the Act and the by-laws;
- (i) effecting compliance by the owners with the Act, the declaration, the by-laws and the rules;
- (j) pursuant to Section 32(8) of the Act, providing a certificate, and such statements and information as may be prescribed by the Act. The Corporation shall be entitled to a fee up to the maximum prescribed by the Act for providing same, and a duplicate thereof shall be provided without

additional charge if requested, provided that the Corporation shall provide the Declarant with such certificate, statements and information in connection with a sale or mortgage of a unit without any charge or fee.

2. Powers of the Corporation: The powers of the Corporation shall include, but shall not be limited to, the following:

- (a) employment and dismissal of personnel necessary for the maintenance and operation of the common elements;
- (b) adoption and amendment of the rules concerning the operation and use of the property;
- (c) employing a manager at the compensation to be determined by the Board, to perform such duties and services as the Board shall authorize;
- (d) obtaining and maintaining fidelity bonds for any manager where deemed necessary by the Board, and in such manner as the Board may deem appropriate;
- (e) investing the monies held in the reserve fund or funds by the Corporation, provided that such investment shall be those permitted by the Trustee Act, R.S.O. 1990, c.T.23, and amendments thereto, and convertible into cash in not more than ninety (90) days;
- (f) to settle, adjust, compromise or refer to arbitration any claim or claims which may be made upon or which may be asserted on behalf of the Corporation;
- (g) to borrow such amounts as in its discretion are necessary or desirable in order to protect, maintain, preserve or insure the due and continued operation of the property in accordance with the declaration and by-laws of the Corporation, and to secure any such loan by mortgage, pledge or charge of any assets owned by the Corporation and to add the repayment of such loan to the common expenses, each such borrowing or loan being subject to approval by the unit owners at a meeting duly called for the purpose;
- (h) to retain any securities or other real or personal property received by the Corporation, whether or not the same is authorized by any law, present or future, for the investment of trust funds;
- (i) to sell, convey, exchange, assign or otherwise deal with any real or personal property at any time owned by the Corporation at such price, on such terms, and in such manner as the Corporation in its sole discretion deems advisable, and to do all things and execute all documents required to give effect to the foregoing;
- (j) to lease, or to grant or transfer an easement or license through any part or parts of the common elements by way of a special by-law, except those parts of the common elements over which any owner has the exclusive use.

#### ARTICLE VI

#### BOARD OF DIRECTORS

1. The affairs of the Corporation shall be managed by the Board.



2. **Number and Quorum:** Until amended by by-law, the number of directors shall be three (3) of whom two (2) shall constitute a quorum for the transaction of business at any meeting of the Board. Notwithstanding vacancies, the remaining directors may exercise all the powers of the Board so long as a quorum of the Board remains in office.
3. **Qualifications:** Each director shall be eighteen (18) or more years of age and need not be an owner of a unit. No undischarged bankrupt or mentally incompetent person shall be a director, and if a director becomes a bankrupt or mentally incompetent person, he thereupon ceases to be a director.
4. **Election and Term:** The directors of the Corporation shall be elected in rotation and shall be eligible for re-election. At the first meeting of the owners held to elect directors, one (1) director shall be elected to hold office for a term of one (1) year; one (1) director shall be elected to hold office for a term of two (2) years; and one (1) director shall be elected to hold office for a term of three (3) years. At such election the director receiving the greatest number of votes shall hold office for the longest term and the directors receiving the next greatest number of votes shall hold office for the next longest term. Such directors may, however, continue to act until their successors are elected. If more than one of such directors whose terms are not of equal duration shall resign from the Board prior to the expiration of their respective terms, and shall be replaced at a meeting of members called for that purpose, the director or directors receiving the greater votes shall complete the longest remaining terms of the resigning directors. At each annual meeting thereafter a director shall be elected for a term of three (3) years to replace the retiring director.
5. **Removal of Directors:** A director may be removed before the expiration of his term by a vote of owners who together own a majority of units, and the owners may elect any qualified person in the place of any director who has been removed or has died or resigned, for the remainder of his term, at any annual or special meeting.
6. **Filling of Vacancies:** If a vacancy in the membership of the Board of directors occurs, other than by way of removal by a vote of owners or as a result of the number of directors being increased, the majority of the remaining members of the Board may appoint any qualified person to be a member of the Board to fill such vacancy until the next annual meeting, at which time the vacancy shall be filled by election by the owners. However, when there is not a quorum of directors in office, the directors then in office shall forthwith call a meeting of owners to fill the vacancies, and in default, or if there are no directors in office, the meeting may be called by any owner.
7. **Calling of Meetings of the Board of Directors:** Meetings of the Board shall be held from time to time at such place and at such time and on such day as any member of the Board may determine. In addition to any other provision in the by-laws, a quorum of directors may at any time call a meeting of the directors for the transaction of any business. Unless otherwise provided in the by-laws, notice of any meeting so called shall be given personally, by ordinary mail or by telegraph to each director not less than forty-eight (48) hours (excluding any part of a Sunday or of a holiday as defined by the Interpretation Act of Canada for the time being in force) before the time when the meeting is to be held, save that no notice of a meeting shall be necessary if all the directors are present and consent to the holding of such meeting or if those absent have waived notice of the meeting or otherwise signified in writing their consent to the holding of such meeting.
8. **Regular Meetings:** The Board may appoint a day or days in any month or months for regular meetings at a place and hour to be named. A copy of any resolution of the Board fixing a place and time of regular meetings of the Board shall be sent to each director forthwith after being passed, but no other notice shall be required for any such meeting.

9. **First Meeting of New Board:** The Board may, without notice, hold its first meeting for the purpose of organization and the election and appointment of officers, immediately following the meetings of owners at which time the directors of such Board were elected, provided a quorum of directors is present.

10. **Disclosure by Directors of Interest in Contracts:** Every director of the Corporation who has, directly or indirectly, any material interest in any material contract or transaction, to which the Corporation is or will be a party, other than one in which his interest is limited to his remuneration as a director, officer, employee, shall declare his interest in such contract or transaction at a meeting of the directors of the Corporation and shall, at that time, disclose the nature and extent of such interest, such director shall refrain from voting and shall not in respect of such contract or transaction, be counted in the quorum. A general notice to the Board by a directors declaring that he is a directors or officer of, or has a material interest in, a person that is a party to a contract or proposed contract with the Corporation, is a sufficient declaration of interest in relation to any contract so made. If a director has made a declaration or disclosure of his interest, and has not voted in respect of the contract or transaction, then such director, if he was acting honestly and in good faith at the time the contract or transaction was entered into, is not by reason only of his holding the office of director accountable to the Corporation or to its owners for any profit or gain realized from the contract or transaction, and such contract or transaction is not voidable by reason only of the director's interest therein.

11. **Standard of Care:** Every director and officer shall exercise the powers and discharge the duties of his office honestly and in good faith.

12. **Protection of Directors and Officers:** No director or officer shall be liable for the acts, neglect or default of any other director or officer, or for any loss or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired by order of the Board for or on behalf of the Corporation, or for the insufficiency or deficiency of any security in or upon which any of the monies of the corporation shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any of the monies, securities or effects of the Corporation shall be deposited, or for any loss occasioned by an error of judgment or oversight on his part, or for any other loss, damage or misfortune which might happen in the execution of the duties of his office or in relation thereto, unless the same shall happen through his own dishonest or fraudulent act or acts.

13. **Indemnity of Directors and Officers:** Every director or officer of the Corporation and his heirs, executors and administrators and estate respectively, shall at all times be indemnified and saved harmless out of the funds of the Corporation from and against:

- (a) any liability and all costs, charges and expenses which such director or officer sustains or incurs in respect of any action, suit or proceedings that is brought, commenced or prosecuted against him for or in respect of anything done or permitted by him in respect of the execution and the duties of his office;
- (b) all other costs, charges and expenses which he properly sustains or incurs in relation to the affairs of the Corporation;

unless the Act or the by-laws of the Corporation otherwise provide. The Corporation shall purchase and maintain insurance for the benefit of a director or officer in order to indemnify them against any liability, cost, charge or expense (the "liabilities") incurred by them in the execution of their duties provided that such insurance shall not indemnify them against the liabilities incurred by them as a result of a contravention of Section 24(1) of the Act.

## **ARTICLE VII**

### **OFFICERS**

1. **Elected Officers:** The Board shall elect from among its members a President, Secretary and Treasurer.
2. **Appointed Officers:** From time to time the Board shall appoint such other officers as the Board may determine, including one or more assistants to any of the officers so appointed. The officer so appointed may, but need not, be a member of the Board. One person may hold more than one office.
3. **Term of Office:** Subject to the provisions of any written agreement to the contrary, the Board may remove at its pleasure any officer of the Corporation.
4. **President:** The President shall, when present, preside at all meetings of the owners and of the Board, and shall be charged with the general supervision of the business and affairs of the Corporation.
5. **Secretary:** The Secretary shall give or cause to be given notice required to be given to the owners, directors, auditors, mortgagees and all others entitled thereto. He shall attend all meetings of the directors and of the owners and shall enter or cause to be entered in the books kept for that purpose minutes of all proceedings at such meetings. He shall be the custodian of all books, papers, records, documents and other instruments belonging to the Corporation and he shall perform such other duties as may from time to time be prescribed by the Board.
6. **Treasurer:** The Treasurer shall keep or cause to be kept full and accurate books of account in which shall be recorded all receipts and disbursements of the Corporation and, under the direction of the Board, he shall control the deposit of money, the safekeeping of securities and the disbursement of the funds of the Corporation. He shall render to the Board at the meeting thereof, or whenever required of him, an account of all his transactions as Treasurer and of the financial position of the Corporation, and he shall perform such other duties as may from time to time be prescribed by the Board. The offices of Secretary and Treasurer may be combined.
7. **Other Officers:** The duties of all other officers of the Corporation shall be such as the terms of their engagement call for or the Board requires of them. Any of the powers and duties of an officer to whom an assistant has been appointed may be exercised and performed by such assistant unless the Board otherwise directs.
8. **Agents and Attorneys:** The Board shall have the power to appoint agents or attorneys from time to time for the Corporation with such powers of management or otherwise (including the power to sub-delegate) as may be appropriate in the circumstances.

## **ARTICLE VIII**

### **BANKING ARRANGEMENTS AND CONTRACTS**

1. **Banking Arrangements:** The banking business of the Corporation or any part thereof shall be transacted with such bank or trust company as the Board may designate, appoint or authorize from time to time by resolution and all such banking business or any part thereof shall be transacted on the Corporation's behalf by such one or more officers or other persons as the Board may designate, direct or authorize from time to time by resolution and to the extent therein provided, including, without restricting the generality of the foregoing, the operation of the Corporation's accounts, the making, signing, drawing, accepting, endorsing, negotiating, lodging, depositing or transferring

of any cheques, promissory notes, drafts, acceptances, bills of exchange and orders relating to any property of the Corporation; the execution of any agreement relating to any such banking business and defining the rights and powers of the parties hereto; and the authorizing of any officer of such banker to do any act or thing on the Corporation's behalf to facilitate such banking business.

2. Execution of Documents: Subject to the provisions of the Act, deeds, transfers, assignments, contracts and obligations on behalf of the Corporation may be signed by any two directors or as the Board otherwise determines. Any contract or obligation within the scope of any management agreement entered into by the Corporation may be executed on behalf of the Corporation in accordance with the provisions of such management agreement. Notwithstanding any provisions to the contrary contained in the by-laws of the Corporation, the Board may, subject to the provisions of the Act, at any time, and from time to time, direct the manner in which, and the person or persons by whom any particular deed, transfer, contract or obligation or any class of deeds, transfer, contract or obligations of the Corporation may or shall be signed.

## ARTICLE IX

### FINANCIAL

Until otherwise ordered by the Board, the financial year of the Corporation shall end on the 31st day of December in each year or on such other day as the Board by resolution may determine.

## ARTICLE X

### NOTICE

1. Method of giving notice by the Corporation: Any notice, communication or other document, including budgets and notices of assessments required to be given or delivered by the Corporation, shall be sufficiently given if delivered personally to the person to whom it is to be given or if delivered to the address noted in the register, or if mailed by prepaid ordinary mail in a sealed envelope addressed to him at such address or if sent by any means of wire or wireless or any other form of transmitted or recorded communication, to such address. Any notice, communication or other document to be given by the Corporation to any other person entitled to notice and who is not a member shall be given or delivered to such person in the manner aforesaid to the address shown for him on the register. Such notice, communication or document shall be deemed to have been given when it is delivered personally or delivered to the address aforesaid; provided that a notice, communication or document so mailed shall be deemed to have been given when deposited in a post office or public letter box, and a notice sent by any means of wire or wireless or any other form or transmitted or recorded communication shall be deemed to have been given when delivered to the appropriate communication company or agency or its representative for dispatch. In the event of a mail strike or threatened mail strike, notices and the like shall be by personal delivery or courier, wire, wireless or any other form of transmitted or recorded communication.

2. Notice to the Board or Corporation: Any notice, communication or other document to be given to the Board of Corporation shall be sufficiently given if mailed by prepaid ordinary mail in a sealed envelope addressed to it at the address for service of the Corporation set out in the Declaration or as charged in accordance with the provisions of the Act. Any notice, communication or document so mailed shall be deemed to have been given when deposited in a post office or public letter box.

3. **Omissions and Errors:** Except as provided in the Act, the accidental omission to give any notice to anyone entitled thereto or the non-receipt of such notice or any error in any notice not affecting the substance thereof shall not invalidate any action taken at any meeting of owners or directors held pursuant to such notice or otherwise founded thereon.

## **ARTICLE XI**

### **ASSESSMENT AND COLLECTION OF COMMON EXPENSES**

1. **Duties of the Board re Common Expenses:** The common expenses as set forth in the Act and the declaration shall be assessed by the Board and levied against the owners in the proportions in which they are required to contribute to the common expenses as designated in Schedule "D" of or elsewhere in the declaration. The Board shall from time to time, and at least annually, prepare a budget for the property and determine by estimate the amount of common expenses for the next ensuing fiscal year or the remainder of the current fiscal year as the case may be. The Board shall allocate and assess such common expenses as set out in the budget for such period, among the owners, according to the proportions in which they are required to contribute to same, and such common expenses shall be payable monthly on the first day of each month during the fiscal year.
2. **Duties of the Board re Reserve Fund:** In addition, the Board shall make provisions for the reserve fund in the annual budget, for major repair and replacement of common elements and assets of the Corporation. The Corporation shall establish and maintain this reserve fund and shall collect from the owners as part of their contribution towards the common expenses, amounts that the Board determines sufficient for such major repair and replacement, calculated on the basis of expected repair and replacement costs and life expectancy of the common elements and assets of the Corporation. The Board shall advise each owner promptly in writing of the total amount of common expenses payable by each owner respectively, and shall give copies of each budget on which such common expenses are based to all owners and mortgagees entered on the register, in accordance with the by-laws of the Corporation.
3. **Owner's Obligations:** Each owner shall be obliged to pay to the Corporation, or as it may direct, the amount of common expenses assessed against each owner, in equal monthly payments on the first day of each and every month for the twelve (12) month period or other period of time to which such assessment is applicable, until such time as a new assessment is given to such owner. If the Board so directs, each owner shall forward to the Corporation forthwith a series of twelve (12) post-dated cheques covering the monthly common expense payments payable during the period to which such assessment relates.
4. **Extraordinary Expenditures:** Extraordinary expenditures not contemplated in the foregoing budget, for which the Board shall not have sufficient funds, and funds required to establish reserves for contingencies and deficits, may be assessed at any time during the year in addition to the annual assessment, by the Board serving notices of such further assessment on all owners. The notice shall include a written statement setting out the reasons for the extraordinary assessment, and such extraordinary assessment shall be payable by each owner within ten (10) days after the delivery thereof to such owner, or within such further period of time and in such instalments as the Board may determine.
5. **Conveyance of Units:** No owner shall be liable for the payment of any part of the common expenses assessed against his unit prior to a transfer by him of such unit but payable by him subsequent thereto, provided that he first gives notice of such assessment to the transferee of the unit.

6. Default in Payment of Assessment:

(a) Arrears of payments required to be made under the provisions of this Article XI shall bear interest at a rate of eighteen per cent (18%) per annum and shall be compounded monthly until paid and shall be deemed to constitute a reasonable charge incurred by the Corporation in collecting the unpaid amounts within the meaning of the Act.

(b) In addition to any remedies or liens provided by the Act, if any owner is in default in payment of a common expense assessment levied against him, for a period of fifteen (15) days, the Board may bring legal action for or on behalf of the Corporation to enforce collection thereof, and there shall be added to any amount found due, all costs of such action, including costs as between a solicitor and his own client.

ARTICLE XII

DEFAULT

1. Notice of Unpaid Common Expenses: The Board whenever so requested in writing by an owner or mortgagee entered on the register, shall promptly report to such owner or mortgagee any unpaid common expenses due from, or any other default by, any owner and any other monies claimed by the Corporation against any owner which are thirty (30) days past due.

2. Notice of Default: The Board, when giving notice of default in payment of common expenses or any other default to the owner of a unit, shall concurrently send a copy of such notice to each registered mortgagee of such unit who has requested that such notice be sent to him.

ARTICLE XIII

RULES

1. Rules Governing the Use of Units and Common Elements: The Board may make rules respecting the use of common elements and units in order to promote the safety, security and welfare of the owners and of the property, or for the purpose of preventing unreasonable interference with the use and enjoyment of the units and common elements and of other units. Any rule made by the Board shall be effective thirty (30) days after notice thereof has been given to each owner, unless the Board is in receipt of a written requisition requiring a meeting of owners to consider the rules. If such a meeting of owners is required, then the rules shall become effective only upon approval at such meeting. The rules shall be complied with and enforced in the same manner as the by-laws, but the owners may, at any time, amend or repeal a rule at a meeting of owners duly called for that purpose; and for greater certainty, the rules shall be observed by the owners and all residents, tenants, invitees or licensees of the units.

2. The rules and regulations attached hereto as Schedule "A" have been adopted by the Board and shall be deemed to be effective thirty (30) days after notice thereof has been given to each owner, and which was given on the day succeeding registration of the declaration.



## **SCHEDULE "A"**

### **GENERAL RULES AND REGULATIONS**

#### **Simcoe Condominium Corporation #192**

The following Rules and Regulations shall be observed by all owners and occupants. Any losses, costs or damages incurred by the Corporation by reason of a breach of the Rules and Regulations by owners or occupants shall be borne and paid for by the owner and may be recovered by the Corporation against such owner.

#### **General Regulations**

1. No owner or occupant of any unit shall do or permit anything to be done in a unit, or bring or keep anything therein, which will in any way increase the risk of fire or the fire insurance premiums on any building or on the property kept therein, and no owner or occupant shall do or permit anything to be done in the unit which obstructs or interferes with the rights of other owners or occupants, or in any way injures or annoys them, or conflicts with the regulations, by-laws, statutes, etc. of the municipality, the Province or the country.
2. Owners and occupants shall not create or permit the creation or continuance of any noise or nuisance which, in the opinion of the Board, may disturb the comfort or quiet enjoyment of the units and common elements by other owners or occupants.

#### **Units**

1. Each unit shall be used and occupied only for private residential purposes. No business involving advertising, sales and purchases or increased traffic is permitted.
2. No immoral, improper, offensive or unlawful use shall be made of any unit or of the condominium property. All municipal and other zoning ordinances, laws, rules and regulations of all government regulatory agencies having jurisdiction shall be strictly observed.
3. No auction sales or events to which the general public is invited shall be allowed in any unit or on the common element. The Board may permit an exception to this rule for a community 'yard sale' very infrequently.
4. Each owner shall install, maintain and repair a smoke detection device approved by the Underwriters' Laboratories of Canada.
5. No owner shall permit an infestation of pests, insects, vermin or rodents to exist at any time. Owners shall report such incidents immediately to the Property Manager and cooperate fully with the elimination of the problem.
6. Nothing shall be erected on the outside of any building or on any part of the common element without the prior written consent of the Board.
7. No outside painting shall be done other than by the Corporation to any part of the exterior of the unit.
8. No sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the inside or outside of the buildings or common elements whatsoever without the prior written consent of the Board, unless as specifically contemplated in the Declaration.
9. No storage of any combustible or offensive goods, provisions or materials shall be kept in any unit or on the common elements.
10.
  - a) No television antenna, aerial, satellite dish, tower or similar structure and similar appurtenances thereto shall be erected on or fastened to any unit except in connection with a common television cable system supplying service to the building.
  - b) A satellite dish may be installed after receiving approval from the Board of Directors, through submission of a common element change form.
  - c) Dish size will be a maximum of 24 inches;
  - d) Installation must be done by a professional;
  - e) Location of installation must be approved by the Board.
  - f) Owners of adjoining units may install a dish jointly or each owner may install their own dish.

- g) The unit owner will be responsible for the installation and any damages that may be sustained from such installation;
  - h) Upon removal of the satellite dish, the homeowner is responsible for all cost associated with repairing the installation back to its original condition.
11. No person shall damage any landscaping on the common element.
  12. Garbage, refuse or debris shall be contained in properly tied green garbage bags not exceeding 25 lbs in weight and shall be deposited at the end of the unit's driveway on collection day or on the evening prior. Owners shall arrange for disposal of special items not acceptable to the garbage or recycling collector.
  13. Owners shall not permit their names to be installed on the outside of a unit or on the common elements.
  14. Any damage to the condominium property caused by the moving and/or carrying of articles therein, shall be paid by the owner or person in charge of such articles.
  15. Nothing shall be thrown or emptied by owners or occupants from windows or doors onto the common areas, nor shall anything be hung from the outside of windows or placed on outside window sills.
  16. Hanging or drying of personal belongings from patios and decks is not permitted. No storage is allowed on patios or decks or on the common element, including recreational items.
  17. No owner or occupant shall permit the inside temperature of a unit to fall below 60 degrees Fahrenheit or 14 degrees Celsius. Owners are responsible for turning off and draining outside taps each fall.

#### **Security: Controlled Access to Units**

1. No change to any lock or the installation of additional locks is permitted without the prior written consent of the Board. A key for any such change must be provided to the Property Manager.
2. If visitors are using a unit in the owner's absence for a period of more than 5 days, the Property Manager must be notified.

#### **Tenancies**

1. Owners must insure that they and their occupants strictly comply with the Condominium Act and the Rules and Regulations. Failure to do so will require the Property Manager to deny access to the unit, the common element and the recreational amenities. If a unit is rented, the unit owner must complete the required form with the Property Manager.
2. **Transient renting is not permitted. No owner shall enter into a rental or lease term for his unit for less than one month (30 days).**

#### **Parking**

1. Roads and driveways used in common with other owners and occupants shall not be obstructed or used for any purpose other than ingress or egress to and from the units. No motor vehicle shall be parked on any interior roadway. Barker Boulevard is a designated fire route; absolutely no parking is allowed at any time.
2. Driveways and parking areas constituting part of the common element shall be used and occupied only for motor vehicle parking purposes in strict accordance with these Rules.
3. No repairs to motor vehicles may be carried out on the common elements. The parking or storage of snowmobiles, trailers or boats is not permitted.
4. No motor vehicle which is not in regular use shall be parked on the common elements.
5. The Board reserves the right to remove any motor vehicle found on the common elements in contravention of these Rules.
6. No motor vehicle shall be driven on any part of the common elements at a speed in excess of 25 km/hr. No motor vehicle may be driven or parked on any unpaved part of the common element.



7. Owners and occupants of units should not park in the designated visitor parking areas. Parking complaints should be directed to the Property Manager who, after consulting with the directors, will resolve the problem using common sense.
8. Each unit owner shall furnish the Board with such information as may be required to identify his vehicle(s).

### **Pets**

When on the common elements, all pets must be kept on a leash. In the event that any pet or animal is deemed to be a nuisance by the Board or the Property Manager in the whole and absolute discretion of such party, the owner or occupant shall permanently remove such pet from the common elements, his unit and the property within such time period designated by the Board or the Property Manager. Owners shall be responsible for cleaning up after their pets and for any damage caused to the common element at any time. Pets may not be tethered to the common element at any time. No breeding of animals is permitted. All Town of Collingwood by-laws governing pets apply.

### **Common Elements**

No noxious or offensive activity shall be carried on upon any private or common area nor shall anything be done or placed thereon which may be or become a nuisance or cause unreasonable embarrassment, disturbance or annoyance to other owners or occupants of property in the enjoyment of their property.

### **Additional Rules and Enforcement**

In accordance with the Condominium Act of Ontario, the Board may pass further rules respecting the use of the common elements and units to promote the safety, security and welfare of the owners and of the property or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and of other units. Such Rules shall be reasonable and consistent with the Act, the Declaration and By-laws and the owners may alter, amend or repeal a rule by means of a meeting duly called for that purpose.

The rules shall be reasonable and consistent with the Act, the Declaration and By-Laws and the owners may at any time after a rule becomes effective amend or appeal a rule at a meeting of owners duly called for the purpose.


The Declarant has a duty, until registration of the Declaration and Description, to effect compliance by occupiers of proposed units with the rules proposed by the Declarant and every person in occupation of a proposed unit has a right to the compliance by every other occupant of a proposed unit with the rules in accordance with Section 31 of the Act.

**ARTICLE XIV**

**MISCELLANEOUS**

1. **Invalidity:** The invalidity of any part of this by-law shall not impair or affect in any manner the validity and enforceability or effect of the balance thereof.
2. **Gender:** The use of the masculine gender in this by-law shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, wherever the context so requires.
3. **Waiver:** No restriction, condition, obligation or provision contained in this by-law 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 thereof which may occur.
4. **Headings:** The headings in the body of this by-law form no part thereof but shall be deemed to be inserted for convenience of reference only.
5. These by-laws or any part thereof may be varied, altered or repealed by a by-law passed in accordance with the provisions of the Act and the declaration.


I, Larry Law, am the President of Simcoe Condominium Corporation No. 192 and I hereby confirm that the foregoing by-law was passed by the board of directors of Simcoe Condominium Corporation No. 192 as By-law No. 1 on February 13, 1995 at a meeting duly held for such purpose.

  
\_\_\_\_\_  
Larry Law, President

The foregoing by-law is hereby confirmed, enacted and passed as By-law No. 1 of Simcoe Condominium Corporation No. 192 by Law Cranberry Development Limited, the declarant and owner of all units and sole member of the Corporation.

Dated as of the 13th day of February, 1995.

**SIMCOE CONDOMINIUM CORPORATION NO.  
192  
(by its sole member)  
LAW CRANBERRY DEVELOPMENT  
LIMITED**

  
Per: \_\_\_\_\_  
Larry Law, President

I have the authority to bind the Corporation.



Document General  
Form 4 — Land Registration Reform Act

D

(1) Registry ☐

Land Titles ☒

(2) Page 1 of 3 pages

(3) Property  
Identifier(s)

Block

Property

Additional:  
See  
Schedule ☐

(4) Nature of Document

BY-LAW NO. 2 (Condominium Act)

(5) Consideration

Dollars \$

ONLY

6592

RECEIPT

SE

ARRIE

43

STRATEUR


# CERTIFICATE

Page 2

Simcoe Condominium Corporation No. 192 hereby certifies that the By-law No. 2 attached hereto was made in accordance with the Condominium Act, R.S.O. 1990, c.C.26, and any amendments thereto, the Declaration and the By-laws of the Corporation, and the said By-law No. 2 has not been amended and is in full force and effect.

Dated as of the 13th day of February, 1995.

**SIMCOE CONDOMINIUM CORPORATION NO.  
192**

Per:   
Larry Law, President

Per:   
Andrew R.C. Webster, Secretary

We have the authority to bind the Corporation.

**SIMCOE CONDOMINIUM CORPORATION NO. 192**  
**BY-LAW NO. 2**


Page 3

Be It Enacted as a By-law of Simcoe Condominium Corporation No. 192 (hereinafter referred to as the "Corporation") as follows:

The directors of the Corporation may from time to time:

- (a) borrow money on the credit of the Corporation;
- (b) charge, mortgage, hypothecate or pledge all or any of the real or personal property of the Corporation, including book debts and unpaid calls, rights, powers, franchises and undertakings to secure any such securities or other money borrowed, or other debts, or any other obligations or liabilities of the Corporation;
- (c) delegate to such one or more of the officers and directors of the Corporation as may be designated by the directors all or any of the powers conferred by the foregoing clauses of this by-law to such extent and in such manner as the directors shall determine at the time of such delegation;
- (d) give indemnities to any director or other person who has undertaken or is about to undertake any liabilities on behalf of the Corporation or any corporation controlled by it, and secure any such director or other person against loss by giving him by way of security a mortgage or charge upon the whole or any part of the real and personal property, undertaking and rights of the Corporation;
- (e) provided that any borrowing of money in excess of the sum of Five Thousand Dollars (\$5,000.00) for any one occurrence shall require the approval of the owners owning a majority of the units, at a duly called meeting.

I, Larry Law, am the President of Simcoe Condominium Corporation No. 192 and I hereby confirm that the foregoing by-law was passed by the board of directors of Simcoe Condominium Corporation No. 192 as By-law No. 2 on February 13, 1995 at a meeting duly held for such purpose.

  
\_\_\_\_\_  
Larry Law, President

The foregoing by-law is hereby confirmed, enacted and passed as By-law No. 2 of Simcoe Condominium Corporation No. 192 by Law Cranberry Development Limited, the declarant and owner of all units and sole member of the Corporation.

Dated as of the 13th day of February, 1995.

**SIMCOE CONDOMINIUM CORPORATION NO.**  
**192 (by its sole member)**  
**LAW CRANBERRY DEVELOPMENT**  
**LIMITED**

Per:   
\_\_\_\_\_  
Larry Law, President

I have the authority to bind the Corporation.

(1) Registry <input type="checkbox"/>		Land Titles <input checked="" type="checkbox"/>		(2) Page 1 of 7 pages	
(3) Property Identifier(s)		Block	Property	Additional: See Schedule <input type="checkbox"/>	
(4) Nature of Document Special By-Law No. 4					
(5) Consideration -----Nil----- Dollars \$ Nil					

ONLY  
278523

RECEIPT  
FEE  
\$ 0.00

in 55

REGISTER

**BY-LAW NO. 4**

Be It Enacted as a By-law of Simcoe Condominium Corporation No. 192 (the "Corporation") as follows:

That the Corporation enter into a gas service easement agreement with The Consumers' Gas Company Ltd. (the "Gas Company"), in substantially the same form as the form of agreement annexed hereto as Schedule "A" (the "Gas Agreement") for the purpose of granting the Gas Company a right, license and easement over the common elements of the Corporation in order to facilitate the Gas Company's gas lines situate thereon and thereunder.

That the President or Secretary of the Corporation be and he is hereby authorized to execute the Gas Agreement on behalf of the Corporation, together with all other documents and instruments which are ancillary thereto (with or without the corporate seal of the Corporation affixed thereto), including without limitation, all instruments, applications and/or affidavits which may be required in order to register the Gas Agreement (and any transfer or conveyance or easements) against the title to the condominium property and/or adjacent lands, if so required or desired by the Gas Company. The affixation of the corporate seal of the Corporation to all such documents and instruments is hereby authorized, ratified, sanctioned and confirmed.


I, Larry Law, am the President of Simcoe Condominium Corporation No. 192 and I hereby confirm that the foregoing by-law was passed by the board of directors of Simcoe Condominium Corporation No. 192 as Special By-law No. 4 on March 2, 1995 at a meeting duly held for such purpose.

  
\_\_\_\_\_  
Larry Law, President

The foregoing by-law is hereby confirmed, enacted and passed as Special By-law No. 4 of Simcoe Condominium Corporation No. 192 by Law Cranberry Development Limited, the declarant and owner of at least two-thirds of the units of the Corporation.

Dated as of the 2nd day of March, 1995.

**LAW CRANBERRY DEVELOPMENT LIMITED**

Per:   
\_\_\_\_\_  
Larry Law, President

I have the authority to bind the Corporation.


**CERTIFICATE**

2 of 7

Simcoe Condominium Corporation No. 192 hereby certifies that the Special By-law No. 4 attached hereto was made in accordance with the Condominium Act, R.S.O. 1990, c.C.26, and any amendments thereto, the Declaration and the By-laws of the Corporation, and the said Special By-law No. 4 has not been amended and is in full force and effect.

Dated as of the 2nd day of March, 1995.

**SIMCOE CONDOMINIUM CORPORATION NO.  
192**

Per:   
Larry Law, President

Per:   
Andrew R.C. Webster, Secretary

I have the authority to bind the Corporation.





## Schedule

Form 6 -- Land Registration Reform Act, 1984

SCHEDULE "A" TO SPECIAL BY-LAW NO. 4

Page 4 of 7.

S

Additional Property Identifier(s) and/or Other Information

THIS AGREEMENT made, in quadruplicate, this 28th day of February, 1995

AMONG:

SIMCOE CONDOMINIUM CORPORATION NO. 192 (hereinafter called the "Corporation"),

OF THE FIRST PART

AND

THE CONSUMERS' GAS COMPANY LTD., a Corporation incorporated under the laws of the Province of Ontario, (hereinafter called the "Company")

OF THE SECOND PART

AND

CANADIAN IMPERIAL BANK OF COMMERCE  
(hereinafter called the "Mortgagee"),

OF THE THIRD PART

WHEREAS the Company has constructed gas lines to and on the property more particularly described in Schedule "A" hereto;

AND WHEREAS for the purpose of operating, repairing and maintaining the said lines the Company has requested the right to enter upon the said property;

AND WHEREAS pursuant to The Condominium Act R.S.O. 1990, as amended, and the Declaration registered in the Office of Land Titles at Barrie as Instrument No. 276048 creating the said Corporation, the Corporation is authorized to manage and maintain the said property as defined by the said Act and pursuant to a by-law is authorized to enter into this agreement, which by-law is registered in the said Office of Land Titles;

AND WHEREAS it has been deemed expedient to give to the Company the right to enter upon the said property for the purposes hereafter described;

AND WHEREAS Canadian Imperial Bank of Commerce is now the Mortgagee of all the condominium units on the said property that remain unsold.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants herein, the parties hereto agree as follows:

(1) The Company shall have a free, uninterrupted and unobstructed right and licence in perpetuity to enter upon the said property for the purpose of surveying, constructing, laying, using, installing, repairing, inspecting, replacing, removing, renewing, expanding, enlarging, altering/reconstructing, operating and maintaining gas lines in, on and under the said property, together with all necessary appurtenances, works, attachments, apparatus, appliances, markers, fixtures and equipment which the Company may deem necessary or convenient thereto for the purpose of the furnishing of natural and/or manufactured gas to the said property and to any buildings or other sources of outlet from time to time existing upon the said property, together with the right and licence of free uninterrupted and unobstructed access to the said property, buildings and sources of outlet for the Company, its servants, agents, workmen, vehicles, supplies and equipment at all times and for all purposes and things necessary for or incidental to the exercise and enjoyment of the right and licence hereby given but subject likewise to the provisions of this agreement.

(2) The Company will at its expense as soon as reasonably possible after the construction by the Company of a gas line or other exercise of its rights hereunder remove all surplus soil and debris from the said property and restore them to their former state so far as is reasonably practicable.

(3) The Corporation agrees that before the commencement of any work which may affect the said lines on the said property, it will advise the Company of its intent so to do. The Company agrees that it will attend upon the said property and advise the Corporation, its agents or servants as the case may be, of the location of the said lines so that the work of the Corporation can be carried out without injury to the said lines.



Additional Property Identifier(s) and/or Other Information

(4) The Corporation covenants and agrees that it shall be responsible to the Company for any damage to the Company's works caused by the Corporation, its servants, agents, workmen or employees.

(5) The Corporation and Mortgagee covenant and agree with the Company that should they or either of them require the Company to relocate its works constructed pursuant hereto or any part thereof, the party or parties so requiring such relocation shall give the Company reasonable notice in writing thereof and shall bear the entire cost of such relocation.

(6) The Corporation and Mortgagee shall make no changes, alterations or additions in the buildings and improvements situate from time to time on the said property that would affect the rights granted to the Company hereunder including the accessibility to the Company's works.

(7) The Corporation represents and warrants that the Condominium Lands have not been used for the storage of and do not contain any toxic, hazardous, dangerous, noxious or waste substances or contaminants (collectively the "Hazardous Substances"). If the Company encounters any Hazardous Substances in undertaking any work on the Condominium Lands, it shall give notice to the Corporation. At the expense of the Corporation, the Company (or, at the Company's option, the Corporation) shall effect the removal of such Hazardous Substances in accordance with the laws, rules and regulations of all applicable public authorities. The Company shall not bring any Hazardous Substances on the Condominium. In acquiring its interests in the Condominium Lands pursuant to this Agreement, the Company shall be deemed not to acquire the care or control of the Condominium Lands or any component thereof.

(8) Notwithstanding any rule of law or equity any gas line constructed by the Company hereunder together with all works, appurtenances, attachments, apparatus, appliances, markers, fixtures and equipment shall be deemed to be the property of the Company, even though the same may have been annexed or affixed to the said property. Save and except as the same may be located in any of the said units in which event this shall be the property of the owner from time to time of the unit in which the same is located, unless otherwise agreed.

(9) The Company shall have the absolute right to assign or transfer its rights hereunder in whole or in part and shall not be obligated to give any other party hereto notice of the same.

(10) The Mortgagee in consideration of the sum of TWO DOLLARS (\$2.00) of lawful money of Canada now paid by the Company to the Mortgagee, the receipt whereof is hereby acknowledged, joins herein for the purpose of consenting to this agreement and to the registration of notice of same in the appropriate Land Titles Office.

(11) This agreement shall extend to, be binding upon and enure to the benefit of the respective heirs, executors, administrators, successors and assigns of the parties hereto and whenever the singular or neuter is used it shall, where necessary, be construed as if the plural or feminine or masculine had been used and vice versa, as the case may be.



# Schedule

Form 5 — Land Registration Reform Act

Page 6 of 7

S

Additional Property Identifier(s) and/or Other Information

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

SIMCOE CONDOMINIUM CORPORATION NO. 192

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

Name: Larry Law  
Title: President

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

Name: Andrew R.C. Webster  
Title: Secretary

We have authority to bind the Corporation.

THE CONSUMERS' GAS COMPANY LTD.

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

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

We have authority to bind the Corporation.

CANADIAN IMPERIAL BANK OF COMMERCE

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

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

I/We have authority to bind the Corporation.

FOR OFFICE  
USE ONLY



Province  
of  
Ontario

# Schedule

Form 5 — Land Registration Reform Act, 1984

Page 7 of 7

S

Additional Property Identifier(s) and/or Other Information

SCHEDULE "A"  
to the Agreement dated

the 28th day of February, 1995

BETWEEN

SIMCOE CONDOMINIUM CORPORATION NO. 192

and

THE CONSUMERS' GAS COMPANY LTD.

All of the Common Elements and General Index and Property Parcel Register of  
Simcoe Condominium Plan No. 192



# Document General

Form 4 — Land Registration Reform Act

D

ONLY

288495

STATE OF RECEIPT  
REGISTRATION  
10 (30) DUBAIE

15 11 28

REGISTRAR

(1) Registry ☐

Land Titles ☒

(2) Page 1 of 6 pages

(3) Property  
Identifier(s)

Block

Property

Additional:  
See  
Schedule ☐

(4) Nature of Document

BY-LAW NO. 5 (Condominium Act)

(5) Consideration

Dollars \$

CERTIFICATE

Simcoe Condominium Corporation No. 192 hereby certifies that the special By-law No. 5 attached hereto was made in accordance with the Condominium Act, R.S.O. 1990, c.C.26, and any amendments thereto, the Declaration and the By-laws of the Corporation, and the said special By-law No. 5 has not been amended and is in full force and effect.

Dated as of the 26th day of October, 1995.

SIMCOE CONDOMINIUM  
CORPORATION NO. 192

Per: 

Name: James Vair

Title: President

Per: 

Name: Helen Maybee

Title: Secretary

I/we have the authority to bind the Corporation.

3

SIMCOE CONDOMINIUM CORPORATION NO. 192

SPECIAL BY-LAW NO. 5

Be It Enacted as a special By-law of Simcoe Condominium Corporation No. 192 (the "Corporation") as follows:

The Corporation shall grant, convey and transfer an easement relating to part of the Common Elements of the Corporation in favour of the property legally described as:

Firstly:

Part of Parcel 48-8, Section 51-NOTT-11, being part of the westerly 50 acres of the north part of Lot 48, Concession 11, designated as Parts 7 and 8 on Plan 51R-25216, save and except for that part of Part 7 on Plan 51R-25216 designated as Part 11 on Plan 51R-25762, Town of Collingwood (formerly Township of Nottawasaga), County of Simcoe, Land Registry Office for the Land Titles Division of Simcoe (No. 51).

Secondly:

Part of Parcel 47-3, Section 51-NOTT-10, being composed of part of Lot 47, Concession 11 and part of the westerly 50 acres of the north part of Lot 48 and part of the south half of Lot 48, Concession 11, designated as Part 1 on Plan 51R-25620, Town of Collingwood (formerly Township of Nottawasaga), County of Simcoe, Land Registry Office for the Land Titles Division of Simcoe (No. 51).

A copy of the Transfer of Easement is attached hereto. The President and Secretary of the Corporation are hereby authorized to execute the Transfer of Easement for and on behalf of the Corporation.

I, James Vair, am the President of Simcoe Condominium Corporation No. 192 and I hereby confirm that the foregoing special by-law was passed by the board of directors of Simcoe Condominium Corporation No. 192 as By-law No. 5 on October 26, 1995 at a meeting duly held for such purpose.

  
\_\_\_\_\_  
James Vair, President

*I HAVE AUTHORITY TO  
BIND THE CORPORATION*



01/12/96

15:25

705 445 5868

ZUBEK EMO PATTEN → AIRD BERLIS

002/004

Province  
of  
Ontario

## Transfer/Deed of Land

Form 1 — Land Registration Reform Act

A

FOR OFFICE USE ONLY

291648

CERTIFICATE OF RECEIPT

RECUSSE

SIMCOE (51) DARRIE

96 01 11 15 45

Additional  
See  
Schedule☐

New Property

Executions

Additional  
See  
Schedule☐(1) Registry ☐Land Titles ☒

(2) Page 1 of 4 pages

(3) Property  
Identifier(s)

Book

Property

Additional:  
See  
Schedule ☐

(4) Consideration

TWO

00/100 Dollars \$2.00

(5) Description

This is a: Property

Property

Division ☐Consolidation ☐

Part of Parcel Common Elements, Section Simcoe  
Condominium Plan No. 192, being part of the common  
elements of Simcoe Condominium Corporation No. 192,  
designated as Parts 1 to 10, both inclusive, on Plan 51R-25762,  
and Part 4 on Plan 51R-25233, Town of Collingwood (formerly  
Township of Nottawasaga), County of Simcoe

Land Registry Office for the  
Land Titles Division of Simcoe (No. 51)

(6) This  
Document  
Contains(a) Redescription  
New Easement  
Plan/Sketch ☒(b) Schedule for:  
Description ☐Additional  
Parties ☐Other ☒(7) Interest/Estate Transferred  
~~Fee Simple~~ Easement

(8) Transferor(s) The transferor hereby transfers the land to the transferee and certifies that the transferee is not a minor or an adult who is incapable of contracting.

Name(s)

SIMCOE CONDOMINIUM CORPORATION NO. 192

Signature(s)

Per:

Name: James Vair  
Title: President

Date of Signature

Y M D  
1995 11 07I/we have authority to  
bind the Corporation

Per:

Name: Helen Maybee  
Title: Secretary

Date of Signature

Y M D  
1995 11 07

(9) Spouse(s) of Transferor(s) I hereby consent to this transaction

Name(s)

Signature(s)

Date of Signature

Y M D

(10) Transferor(s) Address  
for Service c/o Law Cranberry Resort Limited, Box 4099, Highway #26 West,  
Collingwood, Ontario L9Y 4T9

(11) Transferee(s)

LAW DEVELOPMENT GROUP (1989) LIMITED

Date of Birth

Y M D

(12) Transferee(s) Address  
for Service

4100 Yonge Street, Suite 308, North York, Ontario M2P 2B5

(13) Transferor(s) The transferor verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene section 50 of the Planning Act.

Date of Signature

Y M D

Signature

Solicitor for Transferor(s) I have explained the effect of section 50 of the Planning Act to the transferor and I have made inquiries of the transferor to determine that this transfer does not contravene that section and based on the information supplied by the transferor, to the best of my knowledge and belief, this transfer does not contravene that section. I am an Ontario solicitor in good standing.

Name and  
Address of  
Solicitor

Signature

Date of Signature

Y M D

Date of Signature

Y M D

Signature

Date of Signature

Y M D

Signature

(15) Assessment Roll Number  
of Property

City: Mun. Map Sub. Par.

multiple

(16) Municipal Address of Property

multiple

(17) Document Prepared by:

Andrew R.C. Webster  
AIRD & BERLIS  
Barristers & Solicitors  
Suite 1800, 181 Bay Street  
Toronto, Ontario  
M5J 2T9

FOR OFFICE USE ONLY

Fees and Tax

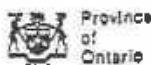
Registration Fee 50

Land Transfer Tax 212

Total

55



**Schedule**

Form 5 — Land Registration Reform Act

Page 2**S**

Additional Property Identifier(s) and/or Other Information

**TRANSFER OF EASEMENT****1. Definitions**

For the purpose of this Transfer, the following terms shall have the following meanings:

- (a) "Dominant Tenement" shall mean the lands described as follows:

**Firstly:**

Part of Parcel 48-8, Section 51-NOTT-11, being part of the westerly 50 acres of the north part of Lot 48, Concession 11, designated as Parts 7 and 8 on Plan 51R-25216, save and except for that part of Part 7 on Plan 51R-25216 designated as Part 11 on Plan 51R-25762, Town of Collingwood (formerly Township of Nottawasaga), County of Simcoe, Land Registry Office for the Land Titles Division of Simcoe (No. 51).

**Secondly:**

Part of Parcel 47-3, Section 51-NOTT-10, being composed of part of Lot 47, Concession 11 and part of the westerly 50 acres of the north part of Lot 48 and part of the south half of Lot 48, Concession 11, designated as Part 1 on Plan 51R-25620, Town of Collingwood (formerly Township of Nottawasaga), County of Simcoe, Land Registry Office for the Land Titles Division of Simcoe (No. 51).

- (b) "Servient Tenement" shall mean the lands described in Box 5 of this Transfer.

**2. Transfer of Easement**

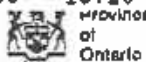
The Transferor hereby grants, transfers and conveys to the Transferee an easement in perpetuity for the benefit of the Dominant Tenement on, over, under and through the Servient Tenement for the purposes set out in Paragraph 3 hereof. This easement shall benefit the Dominant Tenement and the owners of the Dominant Tenement from time to time and their heirs, executors, administrators, assigns, personal legal representatives, successors in title, occupants, tenants, families, guests and invitees. This easement shall burden the Servient Tenement and shall be binding on the owners from time to time of the Servient Tenement and their heirs, executors, administrators, assigns, personal legal representatives and successors in title.

**3. Purposes of the Easement**

The purposes of this easement are as follows:

- (a) With respect to that part of the Servient Tenement described as Parts 1 to 10, both inclusive, on Plan 51R-25762, the Transferor hereby grants to the Transferee an easement for the purposes of inspecting, maintaining, repairing and replacing all of the following which are located in and form part of the Servient Tenement and which service the Dominant Tenement:
- (i) electric power cables, conduits, pipes, wires, meters, inlets, outlets, connections, transformers, manholes and other appurtenances;
  - (ii) telephone cables, conduits, pipes, wires, inlets, outlets, connections, equipment, machinery, devices, meters and other appurtenances;
  - (iii) cable television distribution systems, conduits, pipes, cables, wires, inlets, outlets, connections, equipment, devices and other appurtenances; and
  - (iv) any other conduits, pipes, wires or equipment which provide services to the Dominant Tenement.
- (b) With respect to that part of the Servient Tenement described as Part 4 on Plan 51R-25233, the Transferor hereby grants to the Transferee an easement for the purposes of inspecting, maintaining, repairing and replacing all of the following which are located in and form part of the Servient Tenement and which service the Dominant Tenement:
- (i) sewers, conduits, pipes, valves, connections, inlets, outlets, manholes and other appurtenances;
  - (ii) any other conduits, pipes, wires or equipment which provide services to the Dominant Tenement.

FOR OFFICE  
USE ONLY



## Schedule

Form 5 — Land Registration Reform Act

Page 3

S

Additional Property Identifier(s) and/or Other Information

## AFFIDAVIT

## SECTION 9(2) OF THE CONDOMINIUM ACT

I, James Vair, of the Town of Collingwood, County of Simcoe, hereby declare as follows:

1. I am the President of Simcoe Condominium Corporation No. 192.
2. The Transfer of Easement by Simcoe Condominium Corporation No. 192 to Law Development Group (1989) Limited to which this Affidavit is attached has been authorized by a special by-law of Simcoe Condominium Corporation No. 192, being By-law No. 5 of Simcoe Condominium Corporation No. 192, which By-law was passed by the board of directors on October 26, 1995 and was registered in the Land Registry Office for the Land Titles Division of Simcoe (No. 51) as Instrument No. 288495.

Sworn before me at the  
Town of Collingwood in the  
County of Simcoe  
this 7th day of November, 1995

  
James Vair


A Commissioner, etc.

## FORM 1

## Planning Act

## CERTIFICATE OF OFFICIAL

Under subsection 53(42) of the *Planning Act*, I certify that the consent of the Committee of Adjustment of the Town of Collingwood, was given on November 21, 1995 to the transaction to which this instrument relates.

  
Nancy A. Farrer  
Secretary-Treasurer  
Committee of Adjustment  
P.O. Box 157  
Collingwood, ON  
L9Y 3Z5

Dated this 5th day of January, 1996.

er

FOR OFFICE  
USE ONLY

CERTIFICATE IN RESPECT OF A BY-LAW

Under ss 56(9) of the *Condominium Act*, 1998

**SIMCOE CONDOMINIUM CORPORATION NO. 192** (known as the Corporation) certifies that:

1. The copy of By-law No. 6 attached as Schedule "A" is a true copy of the By-law.

2. The By-law is in compliance with the *Condominium Act*, 1998.

Schedule "A"

BY-LAW NO. 6

SIMCOE CONDOMINIUM CORPORATION NO. 192

BE IT ENACTED as a by-law of Simcoe Condominium Corporation No. 192 (the "Corporation") as follows:

1. That the Corporation is authorized to enter into the Land Use Permission Agreement attached hereto as Schedule "A" and dated March 15, 2012.
2. That the Corporation hereby enacts the foregoing by-law having been approved and passed by the directors of the Corporation and confirmed without variation by the requisite majority of unit owners at a meeting duly called for that purpose.

WITNESS the corporate seal of the Corporation this                      day of October, 2016.

SIMCOE CONDOMINIUM  
CORPORATION NO. 192

Per: DOUG ELLSWORTH DIRECTOR

Name: D. Ellsworth  
Title: President

Per: Ingrid Steinisch 1. Steinisch

Name:  
Title:

We have authority to bind the corporation

# SCHEDULE "A"

## Land Use Permission Agreement

### Town of Collingwood

The undersigned do/does hereby grant to The Corporation of the Town of Collingwood, 97 Hurontario Street, Collingwood, (herein called the "Town") you servant, contractors the right to enter upon our lands located at:

The south side of Highway 26 and the west side of Cranberry Trail West, Collingwood ON.

Being legally described as Simcoe Condominium Plan 192, in the Town of Collingwood (*herein called the "the Lands"*) to establish, maintain and sign a municipal trail as shown on the attached drawing to be used as a public trail (*herein called "the Trail"*)

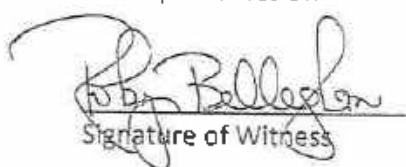
In consideration thereof, the Town agrees as follows:

1. To maintain comprehensive third party liability insurance of not less than \$5 million dollars per occurrence to respond to claims made by anyone in respect of their use of the Trail during the term of the Land Use Permission Agreement;
2. To maintain the Trail in a good state of repair and cleanliness;
3. To supervise use of the Trail in accordance with municipal trail policies;
4. To replace any property damages by individual trail users on the Trail;
5. To be solely responsible for ensuring proper drainage resulting from any construction, maintenance, or continued use of the Trail, and any property damage as may be incurred as a result of failing to ensure proper drainage;

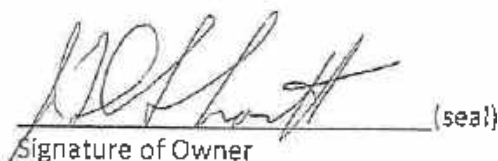
The undersigned and the Town mutually agree that either of them may terminate this Land Use Permission Agreement by notice in writing given not less than ninety days before the termination date and delivered to the municipal address of the other party. Upon termination, the Town shall remove the trail and signage to return the undersigned's property to its original condition and take steps to divert the trail to another location.

In witness whereof, the parties have executed the Agreement as of this 15 day of March, 2012.

Signed, sealed and delivered  
In the presences of:

  
Signature of Witness

ROBIN BELLEGUHEN  
Name of Witness (print)

 (seal)  
Signature of Owner

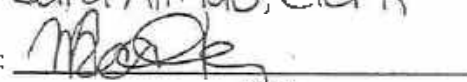
John Shortt  
Name of Owner (print)

  
Signature of Owner (if two owners)

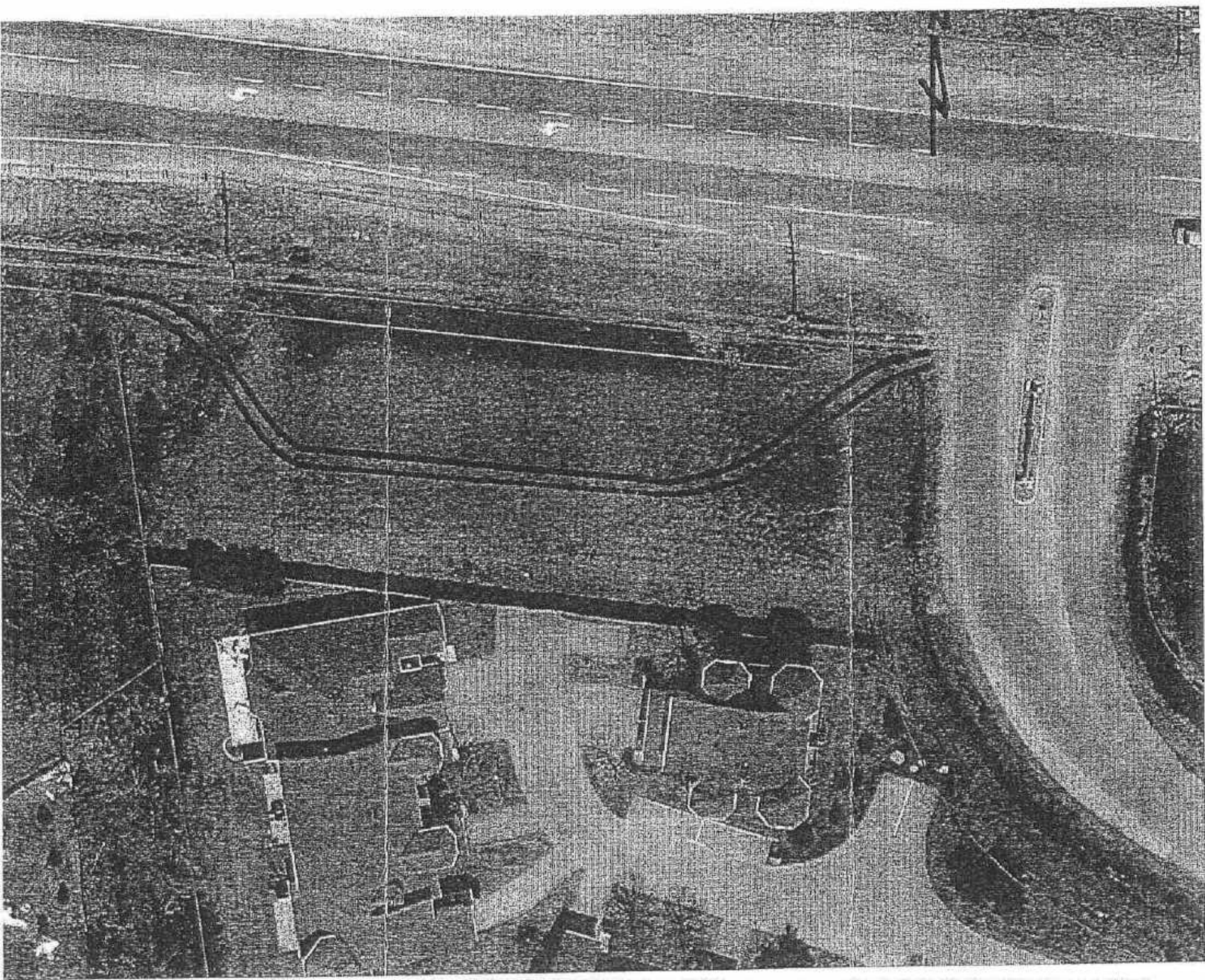
ANNE C. STEPHAN  
Name of Owner (print)

The Corporation of the Town of Collingwood

Per:   
Sara Almas, Clerk

Per:   
We have authority to bind the Corporation







CERTIFICATE IN RESPECT OF A  
STANDARD UNIT BYLAW FOR  
SIMCOE CONDOMINIUM CORPORATION NO. 192

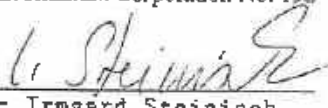
(Under Section 56 (9) of the Condominium Act of Ontario, 1998)

*(56.(1)) The board may, by resolution, make, amend or repeal by-laws, not contrary to this Act or to the declaration, 56.(1)(h) to establish what constitutes a standard unit for each class of unit specified in the by-law for the purpose of determining the responsibility for repairing improvements after damage as well as insurance claims.*

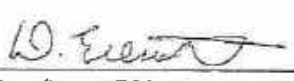
1. The copy of By-Law No. 3 attached as Schedule "A" is a true copy of the By-Law
2. The By-Law was made in accordance with the *Condominium Act*, 1998.
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the Standard Unit By-Law at a duly called Meeting of the Owners on July 9, 2016.

Dated this 11 day of August, 2016

Simcoe Condominium Corporation No. 192  
Per:

  
Director - Irmgard Steinisch

Per:

  
Director - Doug Ellsworth

We have the authority to bind the Corporation



Schedule "A"

BY-LAW NO. 7

SIMCOE CONDOMINIUM CORPORATION NO. 192

CONDOMINIUM ACT, 1998

STANDARD CONDOMINIUM UNIT DEFINITION

WHEREAS:

- A) The *Condominium Act, 1998* (the "Act") requires that the determination of what constitutes an "improvement" to a condominium unit shall be determined by reference to a standard unit definition;
- B) The Corporation is responsible to insure the condominium units exclusive of the "improvements" to the units;
- C) Each unit owner is responsible to insure the improvements to his or her unit;
- D) Any component of a unit over and above the defined "standard unit" is considered to be an "improvement" to the unit.

NOW THEREFORE be it enacted as a By-Law of SIMCOE CONDOMINIUM CORPORATION NO. 192 (hereinafter referred to as the "Corporation") as follows:

- 1. It is understood that the following description of the standard "unit" does not include the common elements of the Corporation as described in its Declaration and Description which shall be insured by the Corporation.
- 2. The standard unit shall be defined as all of those components, appointments and features of the unit contained within its boundaries, as defined in the Declaration and Description which shall be insured by the Corporation, and shall include:

*See Schedule "B" attached.*

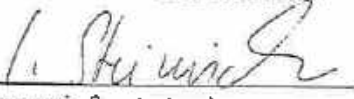
- 3. Anything within the boundaries of a unit which is not described in the definition of a standard unit set out above shall be considered an improvement to the unit. For greater certainty and without limiting the generality of the foregoing, the standard unit shall not include:
  - a. all up-graded floor coverings (including upgraded underpad);
  - b. wall coverings other than paint as described above, including paneling, other wood treatments, tiles, textured paint and/or wall paper;
  - c. window coverings, drapery hardware, or blinds;
  - d. any addition, alteration, or improvement to the common elements made by an owner either before or after the date of proclamation of the Act and regardless of whether an agreement under section 98, of the Act has or has not been entered into between the Owner and the Corporation for such addition, alteration or improvement.
- 4. For clarification, the consequences of such definition of "standard unit" is to cause all components of each unit that is not specifically stated to be part of the standard unit to be classified considered and defined as an "improvement" thereby making the owner(s) of such unit completely responsible for all insurance and maintenance relating thereto and relieving the Corporation from being required to provide or maintain any insurance on account thereof.

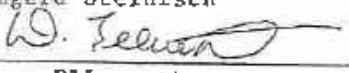
5. If any component of the standard unit must be "upgraded" or changed in order to comply with any applicable governmental by-law, regulation or code while being repaired or replaced on account of insurable damage or destruction the said upgrade or change shall be considered part of the standard unit despite not being clearly defined herein as being part of the standard unit.
6. Nothing in this By-Law shall relieve an owner of any obligation to maintain, repair and, when necessary, replace any component of his or her unit as may be set out in the Act and the Corporation's Declaration, By-laws and Rules.
7. In the event that there is a dispute as to what then may constitute a "Builder's Standard" or "Builder's Grade" a comparison shall be had to similar products being offered by builders of new construction at the time of damage of similar value to the unit in which or to which the damage has occurred. If there is a disagreement as to what constitutes a "Builder's Standard" or "Builder's Grade", the issue shall be exclusively and conclusively determined by the insurance adjuster(s) retained by and acting on behalf of the condominium's insurer and the decision of such adjuster(s) shall be binding on the condominium and all its owners and mortgagees.
8. Any of the aforementioned materials may be replaced with materials of similar or better quality and finish, should the original material not be available for any reason.

The foregoing By-law is hereby passed by the Directors of the Corporation pursuant to the *Condominium Act, 1998* as evidenced by the respective signatures hereto of a majority of all of the Directors.

SIMCOB CONDOMINIUM CORPORATION NO. 192

Per:

  
Director - Irmgard Steinisch

  
Director - Doug Ellsworth

We have the authority to bind the Corporation.

## SCHEDULE "B"

SCC #192, LINKS I

### Standard Unit Description

#### **Standard Construction**

1. 5/8" plywood sheathing wrapped with tyvek and horizontal vinyl siding construction.
2. 2" x 6" Exterior framed walls with R20 insulation. 2" x 4" interior partitions @16" o/c.  
Insulation of R32 in roof, R12 in basement.
3. Fully dry walled throughout above grade construction.
4. Basements are unfinished for those units that have basements.
5. Prefinished maintenance-free aluminum soffit, fascia, eaves troughs and downspouts.
6. Steel insulated flush entry doors with weather stripping.
7. Thermal double pane glass with vinyl sliders and screens on all operable windows.
8. Paneled sectional roll-up garage doors for units with garages.
9. Asphalt paved driveways.
10. Entire lot sodded.
11. Precast concrete slab walkway to front entry and at rear patio step.
12. One exterior water tap (plus one located in the garage for units with garages) and electrical outlet.
13. Brass grip set, house numbers and front coach lamps.
14. Smoke detectors on every floor and in every bedroom.
15. Standard 3-tab 25 year asphalt shingles.

#### **Interior Finishes:**

##### **Kitchen**

1. Rough-in plumbing at sink for automatic dishwasher.
2. Heavy-duty wiring and receptacle for stove.
3. 20 amp electrical outlets for fridge and at counter level for small appliances.
4. GFI plug outlet next to kitchen sink
5. Standard melamine kitchen cabinets and laminate counter tops.
6. Standard stainless steel double kitchen sink.
7. 6" centre set, single lever faucet
8. 1/2" copper hot/cold supply lines and abs drain pipes

##### **Bathroom(s)**

1. 15 amp GFI electrical outlet for small appliances beside vanity in all bathrooms.
2. White melamine vanity cabinets with D-bull handles and laminate counter top.
3. Surface mounted full size mirror.
4. Standard 4 bulb vanity bar light.
5. 4" centre set single lever sink faucet.
6. Temperature control bathtub faucet.
7. Standard exhaust fans installed in the ceilings of all bathrooms.
8. Standard 5 foot white molded fiberglass acrylic tub.
9. Standard white ceramic wall tile around bath tub enclosure.

##### **Flooring**

1. 32 oz broadloom and 1/2" underpad in all floor areas as per plans
2. Standard 12" x 12" ceramic flooring in kitchen, entrance foyer, main bath, ensuite and powder room.
3. All sub-flooring screwed down and joints sanded.

##### **Laundry**

1. Rough-in plumbing for automatic washer.
2. Dryer vent and heavy-duty wiring outlet.

##### **Interior Trim:**

1. Oak railing and pickets from main to second floor, as per plans.
2. Painted colonial style interior passage doors.
3. Colonial baseboard (with quarter-round in all tiled areas).
4. Colonial casing on all windows and on doors.
5. All main floor archways are trimmed.
6. All drywall to be applied with screws.
7. Brass finish hardware on all doors.

### **Electrical**

1. Circuit-breaker type panel with 100 amp service.
2. All wiring in accordance with Ontario Hydro Standards.
3. Light fixtures in bedroom ceilings other than master bedroom.
4. Two outlets in garage and one unfinished area of basement under electrical panel.
5. Ivory toggle switches throughout.
6. Smoke detectors as per Building Code requirements.
7. Rough-in for central vacuum outlets.
8. Electric door chime.
9. Rough-in electrical for dishwasher.

### **Heating/Air Conditioning and Water Services**

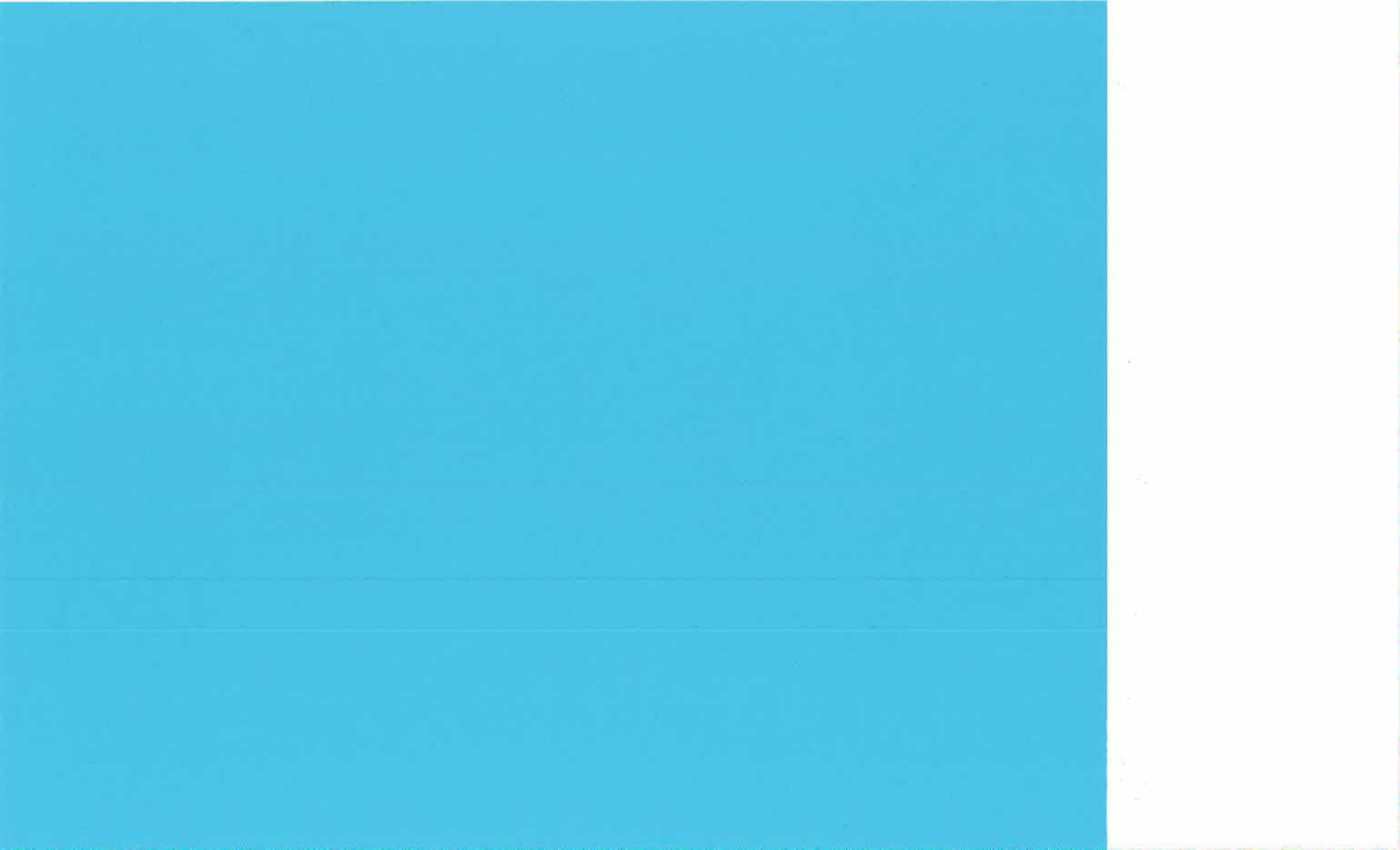
1. High efficiency forced air heating system.
2. Hot water tank – gas (rental) unit.
3. Standard air conditioning unit at each home.
4. Gas fireplace in living room of each home.
5. Thermostat located centrally on main floor.

### **Painting/Finishing**

1. Interior walls and trimming to be primed and painted in premium quality latex paint, off-white colour.
2. All interior doors to be painted with semi-gloss interior grade paint.
3. All ceilings stippled in white, except kitchen, laundry room and washroom.

### **Also Included**

1. Poured concrete foundation walls.
2. Copper/ABS plumbing throughout.
3. All framing members spaced not more than 16" apart.



CERTIFICATE IN RESPECT OF A  
INSURANCE DEDUCTIBLE BYLAW FOR  
SIMCOE CONDOMINIUM CORPORATION NO. 192

(Under Section 56 (9) of the Condominium Act of Ontario, 1998)

*(56(1)(i) to extend the circumstances described in subsection 105 (2) under which an amount shall be added to the common expenses payable for an owner's unit for the purposes of subsection 105 (3));*

1. The copy of By-Law No. 8 attached as Schedule "A" is a true copy of the By-Law
2. The By-Law was made in accordance with the *Condominium Act*, 1998.
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the Standard Unit By-Law at a duly called Meeting of the Owners on July 9, 2016.

Dated this 11 day of August, 2016

Simcoe Condominium Corporation No. 192  
Per:

  
Director - Irmgard Steinisch

Per:

  
Director - Doug Ellsworth

We have the authority to bind the Corporation

SCHEDULE "A"

BY-LAW NO. 8

SIMCOE CONDOMINIUM CORPORATION NO. 192

WHEREAS pursuant to Section 105(3) of the *Condominium Act, 1998*, S.O. 1998, c.19 (the "Act"), the Corporation is allowed to pass a by-law to extend the circumstances under which the amount that is the lesser of the cost of repairing the damage and the deductible limit of the insurance policy obtained by the Corporation may be added to the common expenses payable for an owner's unit.

BE IT ENACTED as By-Law No. 8 of Simcoe Condominium Corporation No. 192 (the "Corporation") as follows:

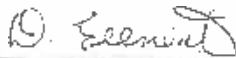
1. Where damage results to an owner's unit, another unit or units and/or the common elements where the cause of damage originates from the owner's unit as specified within the Condominium's Declaration (whether or not there has been negligence or an act of omission by the owner, the owner's guests, agents, occupants or lessees of the unit) then the lesser of the cost of repairing the damage or the deductible limit of the Corporation's insurance policy shall be the responsibility of the owner of the unit, and shall be collected in accordance with paragraph two (2) herein;
2. Any amounts owing to the Corporation by a unit owner by virtue of the terms of this by-law shall be added to the common expenses payable by such unit owner with respect to his or her unit and shall be collectible as such, including by way of condominium lien.

The foregoing by-law is hereby passed by the directors and confirmed by a majority of the owners pursuant to the Act, this 11<sup>th</sup> day of August 2016.

SIMCOE CONDOMINIUM CORPORATION NO. 192

Per:

  
Director - Irmgard Steinisch

  
Director - Doug Ellsworth

We have the authority to bind the Corporation

**Properties**

<b>PIN</b>	59192 - 0001 LT
<b>Description</b>	UNIT 1, LEVEL 1, SIMCOE CONDOMINIUM PLAN NO. 192; PT WLY 50 ACRES N PT AND PT S 1/2 LT 48, PT LT 49 CON 11 (FORMERLY TWP NOTTAWASAGA), PTS 4, 5 & 6 51R25216, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LT276048; S/T RO1221506 AS TO LT 275627; S/T PTS 1 TO 10 51R-25762 & PT 4 ON 51R-25233 AS IN LT 291648; S/T RIGHT AS IN LT286826; COLLINGWOOD
<b>Address</b>	1 UNIT 1 BARKER BLVD COLLINGWOOD
<b>PIN</b>	59192 - 0002 LT
<b>Description</b>	UNIT 2, LEVEL 1, SIMCOE CONDOMINIUM PLAN NO. 192; PT WLY 50 ACRES N PT AND PT S 1/2 LT 48, PT LT 49 CON 11 (FORMERLY TWP NOTTAWASAGA), PTS 4, 5 & 6 51R25216, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LT276048; S/T RO1221506 AS TO LT275627; S/T PTS 1 TO 10 51R-25762 & PT 4 51R-25233 AS IN LT291648; S/T RIGHT OF RE-ENTRY AS IN LT310540; COLLINGWOOD
<b>Address</b>	2 BARKER BOULEVARD COLLINGWOOD
<b>PIN</b>	59192 - 0003 LT
<b>Description</b>	UNIT 3, LEVEL 1, SIMCOE CONDOMINIUM PLAN NO. 192; PT WLY 50 ACRES N PT AND PT S 1/2 LT 48, PT LT 49 CON 11 (FORMERLY TWP NOTTAWASAGA), PTS 4, 5 & 6 51R25216, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LT276048; S/T RO1221506 AS TO LT275627; S/T PTS 1 TO 10 51R-25762 & PT 4 51R-25233 AS IN LT 291648; S/T RIGHT AS IN LT283591; COLLINGWOOD
<b>Address</b>	3 UNIT 1 BARKER BLVD COLLINGWOOD
<b>PIN</b>	59192 - 0004 LT
<b>Description</b>	UNIT 4, LEVEL 1, SIMCOE CONDOMINIUM PLAN NO. 192; PT WLY 50 ACRES N PT AND PT S 1/2 LT 48, PT LT 49 CON 11 (FORMERLY TWP NOTTAWASAGA), PTS 4, 5 & 6 51R25216, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LT276048; S/T RO1221506 AS TO LT275627; S/T PTS 1 TO 10 51R-25762 & PT 4 51R-25233 AS IN LT 291648; S/T RIGHT AS IN LT 280217 COLLINGWOOD
<b>Address</b>	4 SUITE 1 BARKER BOULEVARD COLLINGWOOD
<b>PIN</b>	59192 - 0005 LT
<b>Description</b>	UNIT 5, LEVEL 1, SIMCOE CONDOMINIUM PLAN NO. 192; PT WLY 50 ACRES N PT AND PT S 1/2 LT 48, PT LT 49 CON 11 (FORMERLY TWP NOTTAWASAGA), PTS 4, 5 & 6 51R25216, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LT276048; S/T RO1221506 AS TO LT275627; S/T PTS 1 TO 10 51R25762 & PT4 51R-25233 AS IN LT291648; S/T RIGHT AS IN LT288078 COLLINGWOOD
<b>Address</b>	5 BARKER BOULEVARD COLLINGWOOD
<b>PIN</b>	59192 - 0006 LT
<b>Description</b>	UNIT 6, LEVEL 1, SIMCOE CONDOMINIUM PLAN NO. 192; PT WLY 50 ACRES N PT AND PT S 1/2 LT 48, PT LT 49 CON 11 (FORMERLY TWP NOTTAWASAGA), PTS 4, 5 & 6 51R25216, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LT276048; S/T RO1221506 AS TO LT275627; S/T PTS 1 TO 10 51R25762 & PT4 51R-25233 AS IN LT 291648; S/T RIGHT AS IN LT277181 COLLINGWOOD
<b>Address</b>	6 BARKER BOULEVARD COLLINGWOOD
<b>PIN</b>	59192 - 0007 LT
<b>Description</b>	UNIT 7, LEVEL 1, SIMCOE CONDOMINIUM PLAN NO. 192; PT WLY 50 ACRES N PT AND PT S 1/2 LT 48, PT LT 49 CON 11 (FORMERLY TWP NOTTAWASAGA), PTS 4, 5 & 6 51R25216, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LT276048; S/T RO1221506 AS TO LT275627; S/T PTS 1 TO 10 51R25762 & PT4 51R-25233 AS IN LT291648; S/T RIGHT AS IN LT277251, COLLINGWOOD
<b>Address</b>	7 BARKER BLVD COLLINGWOOD



**Properties**

<b>PIN</b>	59192 - 0008 LT
<b>Description</b>	UNIT 8, LEVEL 1, SIMCOE CONDOMINIUM PLAN NO. 192 ; PT WLY 50 ACRES N PT AND PT S 1/2 LT 48, PT LT 49 CON 11 (FORMERLY TWP NOTTAWASAGA), PTS 4, 5 & 6 51R25216, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LT276048; S/T RO1221506 AS TO LT275627; S/T PTS 1 TO 10 51R25762 & PT4 51R25233 AS IN LT 291648; S/T RIGHT AS IN LT 276684, COLLINGWOOD
<b>Address</b>	COLLINGWOOD
<b>PIN</b>	59192 - 0009 LT
<b>Description</b>	UNIT 9, LEVEL 1, SIMCOE CONDOMINIUM PLAN NO. 192 ; PT WLY 50 ACRES N PT AND PT S 1/2 LT 48, PT LT 49 CON 11 (FORMERLY TWP NOTTAWASAGA), PTS 4, 5 & 6 51R25216, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LT276048; S/T RO1221506 AS TO LT275627; S/T PTS 1 TO 10 51R25762 & PT4 51R25233 AS IN LT291648; S/T RIGHT AS IN LT 283997, COLLINGWOOD
<b>Address</b>	9 BARKER BLVD COLLINGWOOD
<b>PIN</b>	59192 - 0010 LT
<b>Description</b>	UNIT 10, LEVEL 1, SIMCOE CONDOMINIUM PLAN NO. 192 ; PT WLY 50 ACRES N PT AND PT S 1/2 LT 48, PT LT 49 CON 11 (FORMERLY TWP NOTTAWASAGA), PTS 4, 5 & 6 51R25216, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LT276048; S/T RO1221506 AS TO LT275627; S/T PTS 1 TO 10 51R25762 & PT4 51R25233 AS IN LT291648; COLLINGWOOD
<b>Address</b>	10 BARKER BOULEVARD COLLINGWOOD
<b>PIN</b>	59192 - 0011 LT
<b>Description</b>	UNIT 11, LEVEL 1, SIMCOE CONDOMINIUM PLAN NO. 192 ; PT WLY 50 ACRES N PT AND PT S 1/2 LT 48, PT LT 49 CON 11 (FORMERLY TWP NOTTAWASAGA), PTS 4, 5 & 6 51R25216, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LT276048; S/T RO1221506 AS TO LT275627; S/T PTS 1 TO 10 51R25762 & PT4 51R25233 AS IN LT291648; S/T RIGHT AS IN LT276680 COLLINGWOOD
<b>Address</b>	11 BARKER BOULEVARD COLLINGWOOD
<b>PIN</b>	59192 - 0012 LT
<b>Description</b>	UNIT 12, LEVEL 1, SIMCOE CONDOMINIUM PLAN NO. 192 ; PT WLY 50 ACRES N PT AND PT S 1/2 LT 48, PT LT 49 CON 11 (FORMERLY TWP NOTTAWASAGA), PTS 4, 5 & 6 51R25216, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LT276048; S/T RO1221506 AS TO LT275627; S/T PTS 1 TO 10 51R25762 & PT4 51R25233 AS IN LT291648; S/T RIGHT AS IN LT295052, COLLINGWOOD
<b>Address</b>	12 BARKER BOULEVARD COLLINGWOOD
<b>PIN</b>	59192 - 0013 LT
<b>Description</b>	UNIT 13, LEVEL 1, SIMCOE CONDOMINIUM PLAN NO. 192 ; PT WLY 50 ACRES N PT AND PT S 1/2 LT 48, PT LT 49 CON 11 (FORMERLY TWP NOTTAWASAGA), PTS 4, 5 & 6 51R25216, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LT276048; S/T RO1221506 AS TO LT275627; S/T PTS 1 TO 10 51R25762 & PT4 51R25233 AS IN LT291648; S/T RIGHT AS IN LT279959, COLLINGWOOD
<b>Address</b>	13 SUITE 13 BARKER COLLINGWOOD
<b>PIN</b>	59192 - 0014 LT
<b>Description</b>	UNIT 14, LEVEL 1, SIMCOE CONDOMINIUM PLAN NO. 192 ; PT WLY 50 ACRES N PT AND PT S 1/2 LT 48, PT LT 49 CON 11 (FORMERLY TWP NOTTAWASAGA), PTS 4, 5 & 6 51R25216, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LT276048; S/T PTS 1 TO 10 51R25762 & PT 4 51R25233 AS IN LT291648; COLLINGWOOD
<b>Address</b>	14 UNIT 13 BARKER BOULEVARD COLLINGWOOD
<b>PIN</b>	59192 - 0015 LT
<b>Description</b>	UNIT 15, LEVEL 1, SIMCOE CONDOMINIUM PLAN NO. 192 ; PT WLY 50 ACRES N PT AND PT S 1/2 LT 48, PT LT 49 CON 11 (FORMERLY TWP NOTTAWASAGA), PTS 4, 5 & 6 51R25216, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LT276048; S/T RO1221506 AS TO LT275627; S/T PTS 1 TO 10 51R25762 & PT4 51R25233 AS IN LT 291648; S/T AS IN LT260414, COLLINGWOOD
<b>Address</b>	15 BARKER BOULEVARD COLLINGWOOD

**Properties**

<b>PIN</b>	59192 - 0016 LT
<b>Description</b>	UNIT 16, LEVEL 1, SIMCOE CONDOMINIUM PLAN NO. 192 ; PT WLY 50 ACRES N PT AND PT S 1/2 LT 48, PT LT 49 CON 11 (FORMERLY TWP NOTTAWASAGA), PTS 4, 5 & 6 51R25216, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LT276048; S/T RO1221506 AS TO LT275627; S/T PTS 1 TO 10 51R25762 & PT4 51R25233 AS IN LT291648; S/T RIGHT AS IN LT276683, COLLINGWOOD
<b>Address</b>	16 BARKER BOULEVARD COLLINGWOOD
<b>PIN</b>	59192 - 0017 LT
<b>Description</b>	UNIT 17, LEVEL 1, SIMCOE CONDOMINIUM PLAN NO. 192 ; PT WLY 50 ACRES N PT AND PT S 1/2 LT 48, PT LT 49 CON 11 (FORMERLY TWP NOTTAWASAGA), PTS 4, 5 & 6 51R25216, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LT276048; S/T PTS 1 TO 10 51R25762 & PT 4 51R25233 AS IN LT291648; S/T RIGHT AS IN LT277334; COLLINGWOOD
<b>Address</b>	17 BARKER BOULEVARD COLLINGWOOD
<b>PIN</b>	59192 - 0018 LT
<b>Description</b>	UNIT 18, LEVEL 1, SIMCOE CONDOMINIUM PLAN NO. 192 ; PT WLY 50 ACRES N PT AND PT S 1/2 LT 48, PT LT 49 CON 11 (FORMERLY TWP NOTTAWASAGA), PTS 4, 5 & 6 51R25216, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LT276048; S/T RO1221506 AS TO LT275627; S/T PTS 1 TO 10 51R25762 & PT4 51R25233 AS IN LT291648; S/T RIGHT AS IN LT277430, COLLINGWOOD
<b>Address</b>	1 BARKER BLVD COLLINGWOOD
<b>PIN</b>	59192 - 0019 LT
<b>Description</b>	UNIT 19, LEVEL 1, SIMCOE CONDOMINIUM PLAN NO. 192 ; PT WLY 50 ACRES N PT AND PT S 1/2 LT 48, PT LT 49 CON 11 (FORMERLY TWP NOTTAWASAGA), PTS 4, 5 & 6 51R25216, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LT276048; S/T RO1221506 AS TO LT275627; S/T PTS 1 TO 10 51R25762 & PT4 51R25233 AS IN LT 291648; S/T RIGHT AS IN LT285682 COLLINGWOOD
<b>Address</b>	1 BARKER BLVD COLLINGWOOD
<b>PIN</b>	59192 - 0020 LT
<b>Description</b>	UNIT 20, LEVEL 1, SIMCOE CONDOMINIUM PLAN NO. 192 ; PT WLY 50 ACRES N PT AND PT S 1/2 LT 48, PT LT 49 CON 11 (FORMERLY TWP NOTTAWASAGA), PTS 4, 5 & 6 51R25216, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LT276048; S/T PTS 1 TO 10 51R25762 & PT 4 51R25233 AS IN LT291648; COLLINGWOOD
<b>Address</b>	20 BARKER BOULEVARD COLLINGWOOD
<b>PIN</b>	59192 - 0021 LT
<b>Description</b>	UNIT 21, LEVEL 1, SIMCOE CONDOMINIUM PLAN NO. 192 ; PT WLY 50 ACRES N PT AND PT S 1/2 LT 48, PT LT 49 CON 11 (FORMERLY TWP NOTTAWASAGA), PTS 4, 5 & 6 51R25216, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LT276048; S/T RO1221506 AS TO LT275627; S/T PTS 1 TO 10 51R25762 & PT4 51R25233 AS IN LT291648; S/T RIGHT AS IN LT276677, COLLINGWOOD
<b>Address</b>	21 BARKER BOULEVARD COLLINGWOOD
<b>PIN</b>	59192 - 0022 LT
<b>Description</b>	UNIT 22, LEVEL 1, SIMCOE CONDOMINIUM PLAN NO. 192 ; PT WLY 50 ACRES N PT AND PT S 1/2 LT 48, PT LT 49 CON 11 (FORMERLY TWP NOTTAWASAGA), PTS 4, 5 & 6 51R25216, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LT276048; S/T RO1221506 AS TO LT275627; S/T PTS 1 TO 10 51R25762 & PT4 51R25233 AS IN LT291648; COLLINGWOOD
<b>Address</b>	22 BARKER BOULEVARD COLLINGWOOD
<b>PIN</b>	59192 - 0023 LT
<b>Description</b>	UNIT 23, LEVEL 1, SIMCOE CONDOMINIUM PLAN NO. 192 ; PT WLY 50 ACRES N PT AND PT S 1/2 LT 48, PT LT 49 CON 11 (FORMERLY TWP NOTTAWASAGA), PTS 4, 5 & 6 51R25216, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LT276048; S/T RO1221506 AS TO LT275627; S/T PTS 1 TO 10 51R25762 & PT4 51R25233 AS IN LT291648; S/T RIGHT AS IN LT276687, COLLINGWOOD
<b>Address</b>	23 BARKER BOULEVARD COLLINGWOOD

**Properties**

PIN 59192 - 0024 LT

**Description** UNIT 24, LEVEL 1, SIMCOE CONDOMINIUM PLAN NO. 192 : PT WLY 50 ACRES N PT AND PT S 1/2 LT 48, PT LT 49 CON 11 (FORMERLY TWP NOTTAWASAGA), PTS 4, 5 & 6 51R25216, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LT276048; S/T RO1221506 AS TO LT275627; S/T PTS 1 TO 10 51R25762 & PT4 51R25233 AS IN LT291648; S/T A RIGHT FOR 2 YEARS FROM 06/08/17 AS IN LT298835, COLLINGWOOD

**Address** 24 BARKER BOULEVARD  
COLLINGWOOD

PIN 59192 - 0025 LT

**Description** UNIT 25, LEVEL 1, SIMCOE CONDOMINIUM PLAN NO. 192 : PT WLY 50 ACRES N PT AND PT S 1/2 LT 48, PT LT 49 CON 11 (FORMERLY TWP NOTTAWASAGA), PTS 4, 5 & 6 51R25216, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LT276048; S/T RO1221506 AS TO LT275627; S/T PTS 1 TO 10 51R25762 & PT4 51R25233 AS IN LT291648; S/T RIGHT AS IN LT283378, COLLINGWOOD

**Address** 25 UNIT  
25 BARKER BOULEVARD  
COLLINGWOOD

PIN 59192 - 0026 LT

**Description** UNIT 26, LEVEL 1, SIMCOE CONDOMINIUM PLAN NO. 192 : PT WLY 50 ACRES N PT AND PT S 1/2 LT 48, PT LT 49 CON 11 (FORMERLY TWP NOTTAWASAGA), PTS 4, 5 & 6 51R25216, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LT276048; S/T RO1221506 AS TO LT275627; S/T PTS 1 TO 10 51R25762 & PT4 51R25233 AS IN LT291648; S/T RIGHT AS IN LT278686, COLLINGWOOD

**Address** 26 UNIT  
1 BARKER BOULEVARD  
COLLINGWOOD

PIN 59192 - 0027 LT

**Description** UNIT 27, LEVEL 1, SIMCOE CONDOMINIUM PLAN NO. 192 : PT WLY 50 ACRES N PT AND PT S 1/2 LT 48, PT LT 49 CON 11 (FORMERLY TWP NOTTAWASAGA), PTS 4, 5 & 6 51R25216, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LT276048; S/T RO1221506 AS TO LT275627; S/T PTS 1 TO 10 51R25762 & PT4 51R25233 AS IN LT291648; S/T RIGHT AS IN LT279398 COLLINGWOOD

**Address** 27 UNIT  
1 BARKER BOULEVARD  
COLLINGWOOD

PIN 59192 - 0028 LT

**Description** UNIT 28, LEVEL 1, SIMCOE CONDOMINIUM PLAN NO. 192 : PT WLY 50 ACRES N PT AND PT S 1/2 LT 48, PT LT 49 CON 11 (FORMERLY TWP NOTTAWASAGA), PTS 4, 5 & 6 51R25216, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LT276048; S/T RO1221506 AS TO LT275627; S/T PTS 1 TO 10 51R25762 & PT4 51R25233 AS IN LT291648; S/T RIGHT AS IN LT 277866, COLLINGWOOD

**Address** 1 BARKER BLVD  
COLLINGWOOD

PIN 59192 - 0029 LT

**Description** UNIT 29, LEVEL 1, SIMCOE CONDOMINIUM PLAN NO. 192 : PT WLY 50 ACRES N PT AND PT S 1/2 LT 48, PT LT 49 CON 11 (FORMERLY TWP NOTTAWASAGA), PTS 4, 5 & 6 51R25216, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LT276048; S/T RO1221506 AS TO LT275627; S/T PTS 1 TO 10 51R25762 & PT4 51R25233 AS IN LT291648; COLLINGWOOD

**Address** 29 BARKER BOULEVARD  
COLLINGWOOD

PIN 59192 - 0030 LT

**Description** UNIT 30, LEVEL 1, SIMCOE CONDOMINIUM PLAN NO. 192 : PT WLY 50 ACRES N PT AND PT S 1/2 LT 48, PT LT 49 CON 11 (FORMERLY TWP NOTTAWASAGA), PTS 4, 5 & 6 51R25216, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LT276048; S/T RO1221506 AS TO LT275627; S/T PTS 1 TO 10 51R25762 & PT4 51R25233 AS IN LT 291648; COLLINGWOOD

**Address** 30 SUITE  
1 BARKER BOULEVARD  
COLLINGWOOD

**Properties**

**PIN** 59192 - 0031 LT  
**Description** UNIT 31, LEVEL 1, SIMCOE CONDOMINIUM PLAN NO. 192; PT WLY 50 ACRES N PT AND PT S 1/2 LT 48, PT LT 48 CON 11 (FORMERLY TWP NOTTAWASAGA), PTS 4, 5 & 6 51R25216, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LT276048; S/T RD1221508 AS TO LT275627; S/T PTS 1 TO 10 51R25762 & PT4 51R25233 AS IN LT291648; S/T RIGHT AS IN LT276701, COLLINGWOOD  
**Address** 31 BARKER BLVD  
COLLINGWOOD

**PIN** 59192 - 0032 LT  
**Description** UNIT 32, LEVEL 1, SIMCOE CONDOMINIUM PLAN NO. 192; PT WLY 50 ACRES N PT AND PT S 1/2 LT 48, PT LT 48 CON 11 (FORMERLY TWP NOTTAWASAGA), PTS 4, 5 & 6 51R25216, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LT276048; S/T RD1221508 AS TO LT275627; S/T PTS 1 TO 20 51R25762 & PT4 51R25233 AS IN LT291648; S/T RIGHT AS IN LT287083, COLLINGWOOD  
**Address** 32 BARKER BOULEVARD  
COLLINGWOOD

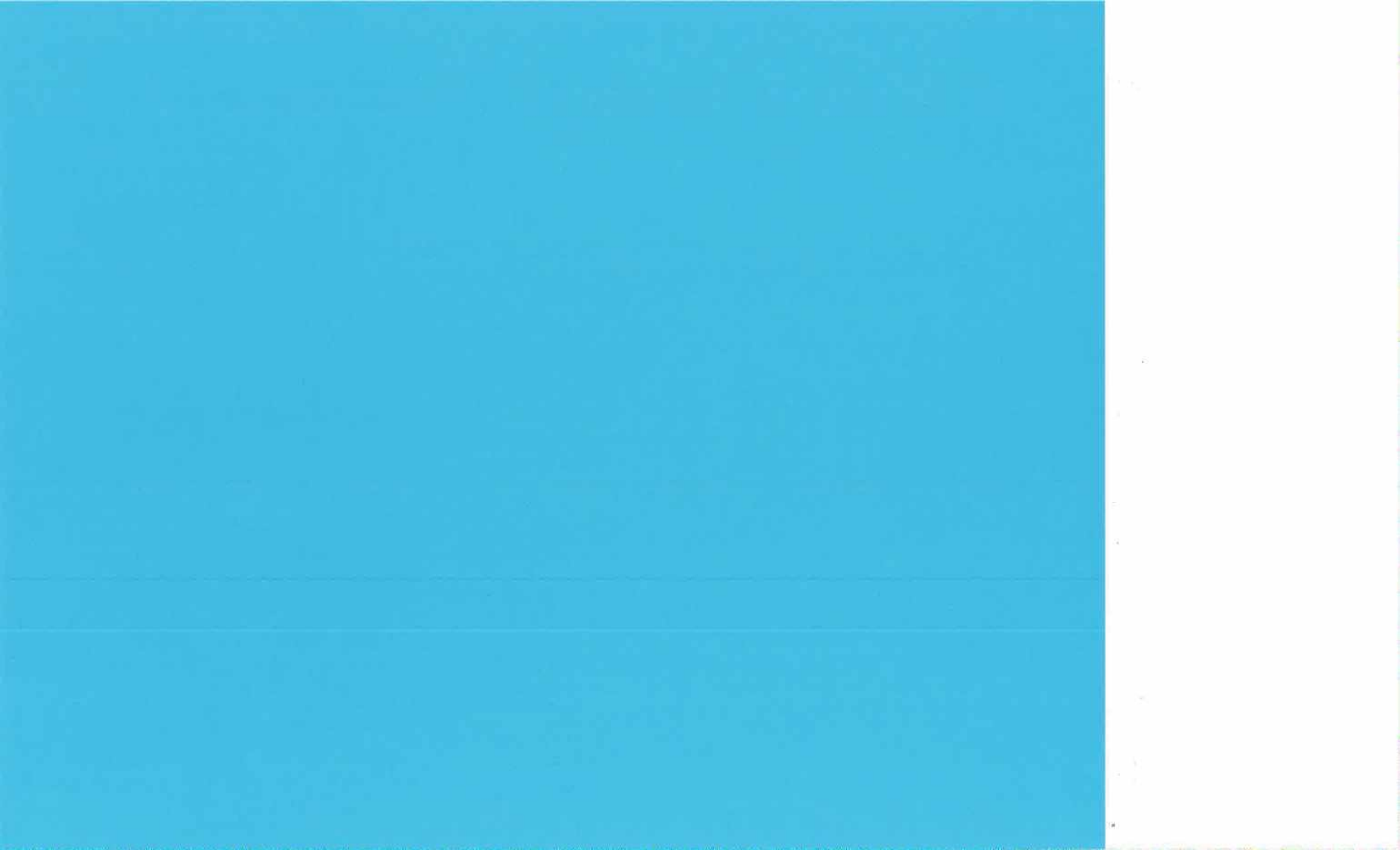
**PIN** 59192 - 0033 LT  
**Description** UNIT 33, LEVEL 1, SIMCOE CONDOMINIUM PLAN NO. 192; PT WLY 50 ACRES N PT AND PT S 1/2 LT 48, PT LT 48 CON 11 (FORMERLY TWP NOTTAWASAGA), PTS 4, 5 & 6 51R25216, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LT276048; S/T RD1221508 AS TO LT275627; S/T PTS 1 TO 10 51R25762 & PT4 51R25233 AS IN LT291648; S/T RIGHT AS IN LT276684, COLLINGWOOD  
**Address** 1 BARKER BLVD  
COLLINGWOOD

**Applicant(s)**

**Name** SIMCOE CONDOMINIUM CORPORATION NO. 192  
Acting as a company  
**Address for Service** c/o Pro Guard Management  
391 First Street, Suite 301  
Collingwood, Ontario  
L9Y 1D3

Simcoe Condominium Corporation No. 192 hereby certifies that by-law number 8 attached hereto See Schedules is a true copy of the by-law. The by-law was made in accordance with the Condominium Act. The owners of a majority of the units of the corporation have voted in favour of confirming the by-law.

I, Brian Schryver, R.C.M., Property Manager, have the authority to bind the corporation.



FOR OFFICE USE ONLY

278524

CERTIFICATE OF RECEIPT  
RECEIVED  
SIMCOE (01) LARIE

'95 04 20 10 55

LAND REGISTRATION

New Property Identifiers

Additional:  
See  
Schedule ☐

Executions

Additional:  
See  
Schedule ☐

(1) Registry ☐

Land Titles ☒

(2) Page 1 of 6 pages

(3) Property  
Identifier(s)

Block

Property

Additional:  
See  
Schedule ☐

(4) Nature of Document APPLICATION TO REGISTER NOTICE OF  
AN UNREGISTERED ESTATE, RIGHT, INTEREST OR EQUITY  
(Section 71 Land Titles Act)

(5) Consideration

Two----- Dollars \$ 2.00

(6) Description

All Units and Common Elements comprising the property  
included in Simcoe Condominium Plan No. 192, Town of  
Collingwood, County of Simcoe, Land Titles Division  
of Simcoe (No. 51)

(7) This  
Document  
Contains

(a) Redescription  
New Easement  
Plan/Sketch ☐

(b) Schedule for:

Description ☐

Additional  
Parties ☐

Other ☒

(8) This Document provides as follows:

The Consumers' Gas Company Ltd. having an unregistered estate, right, interest or equity  
in the above land of which Simcoe Condominium Corporation No. 192 is the registered owner  
apply under Section 71 of the Land Titles Act for the entry of a Notice of an Agreement  
dated the 28th day of February, 1995, made between Simcoe Condominium Corporation No. 192  
and The Consumers' Gas Company Ltd.

The evidence in support of this Application consists of an executed copy of the Agreement.

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 Signature  
Y M D

THE CONSUMERS' GAS COMPANY LTD.

(applicant) by its agent

WILLIAM J. COLDICOTT

*Wm J Coldicott*

Feb 01 1995

(11) Address  
for Service

P.O. Box 650, Scarborough, Ontario M1K 5E3

(12) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature  
Y M D

SIMCOE CONDOMINIUM CORPORATION

NO. 192

(OWNER)

(13) Address  
for Service

4100 Yonge Street, Suite 308, North York, Ontario M2P 2B5

(14) Municipal Address of Property

Not Assigned

(15) Document Prepared by:

The Consumers' Gas Company Ltd.  
P.O. Box 650  
Scarborough, Ontario  
M1K 5E3  
(L-22205)

FOR OFFICE USE ONLY

Fees and Tax

Registration Fee

Total

50



Additional Property Identifier(s) and/or Other Information

THIS AGREEMENT made, in quadruplicate, this 28th day of February, 1995

AMONG: SIMCOE CONDOMINIUM CORPORATION NO. 192 (hereinafter called the "Corporation"),

OF THE FIRST PART

AND

THE CONSUMERS' GAS COMPANY LTD., a Corporation incorporated under the laws of the Province of Ontario, (hereinafter called the "Company")

OF THE SECOND PART

AND

CANADIAN IMPERIAL BANK OF COMMERCE  
(hereinafter called the "Mortgagee"),

OF THE THIRD PART

WHEREAS the Company has constructed gas lines to and on the property more particularly described in Schedule "A" hereto;

AND WHEREAS for the purpose of operating, repairing and maintaining the said lines the Company has requested the right to enter upon the said property;

AND WHEREAS pursuant to The Condominium Act R.S.O. 1990, as amended, and the Declaration registered in the Office of Land Titles at Barrie as Instrument No. 276048 creating the said Corporation, the Corporation is authorized to manage and maintain the said property as defined by the said Act and pursuant to a by-law is authorized to enter into this agreement, which by-law is registered in the said Office of Land Titles;

AND WHEREAS it has been deemed expedient to give to the Company the right to enter upon the said property for the purposes hereafter described;

AND WHEREAS Canadian Imperial Bank of Commerce is now the Mortgagee of all the condominium units on the said property that remain unsold.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants herein, the parties hereto agree as follows:

(1) The Company shall have a free, uninterrupted and unobstructed right and licence in perpetuity to enter upon the said property for the purpose of surveying, constructing, laying, using, installing, repairing, inspecting, replacing, removing, renewing, expanding, enlarging, altering/reconstructing, operating and maintaining gas lines in, on and under the said property, together with all necessary appurtenances, works, attachments, apparatus, appliances, markers, fixtures and equipment which the Company may deem necessary or convenient thereto for the purpose of the furnishing of natural and/or manufactured gas to the said property and to any buildings or other sources of outlet from time to time existing upon the said property, together with the right and licence of free uninterrupted and unobstructed access to the said property, buildings and sources of outlet for the Company, its servants, agents, workmen, vehicles, supplies and equipment at all times and for all purposes and things necessary for or incidental to the exercise and enjoyment of the right and licence hereby given but subject likewise to the provisions of this agreement.

(2) The Company will at its expense as soon as reasonably possible after the construction by the Company of a gas line or other exercise of its rights hereunder remove all surplus soil and debris from the said property and restore them to their former state so far as is reasonably practicable.

(3) The Corporation agrees that before the commencement of any work which may affect the said lines on the said property, it will advise the Company of its intent so to do. The Company agrees that it will attend upon the said property and advise the Corporation, its agents or servants as the case may be, of the location of the said lines so that the work of the Corporation can be carried out without injury to the said lines.



# Schedule

Form 5 — Land Registration Reform Act, 1984

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S

## Additional Property Identifier(s) and/or Other Information

(4) The Corporation covenants and agrees that it shall be responsible to the Company for any damage to the Company's works caused by the Corporation, its servants, agents, workmen or employees.

(5) The Corporation and Mortgagee covenant and agree with the Company that should they or either of them require the Company to relocate its works constructed pursuant hereto or any part thereof, the party or parties so requiring such relocation shall give the Company reasonable notice in writing thereof and shall bear the entire cost of such relocation.

(6) The Corporation and Mortgagee shall make no changes, alterations or additions in the buildings and improvements situate from time to time on the said property that would affect the rights granted to the Company hereunder including the accessibility to the Company's works.

(7) The Corporation represents and warrants that the Condominium Lands have not been used for the storage of and do not contain any toxic, hazardous, dangerous, noxious or waste substances or contaminants (collectively the "Hazardous Substances"). If the Company encounters any Hazardous Substances in undertaking any work on the Condominium Lands, it shall give notice to the Corporation. At the expense of the Corporation, the Company (or, at the Company's option, the Corporation) shall effect the removal of such Hazardous Substances in accordance with the laws, rules and regulations of all applicable public authorities. The Company shall not bring any Hazardous Substances on the Condominium. In acquiring its interests in the Condominium Lands pursuant to this Agreement, the Company shall be deemed not to acquire the care or control of the Condominium Lands or any component thereof.

(8) Notwithstanding any rule of law or equity any gas line constructed by the Company hereunder together with all works, appurtenances, attachments, apparatus, appliances, markers, fixtures and equipment shall be deemed to be the property of the Company, even though the same may have been annexed or affixed to the said property. Save and except as the same may be located in any of the said units in which event this shall be the property of the owner from time to time of the unit in which the same is located, unless otherwise agreed.

(9) The Company shall have the absolute right to assign or transfer its rights hereunder in whole or in part and shall not be obligated to give any other party hereto notice of the same.

(10) The Mortgagee in consideration of the sum of TWO DOLLARS (\$2.00) of lawful money of Canada now paid by the Company to the Mortgagee, the receipt whereof is hereby acknowledged, joins herein for the purpose of consenting to this agreement and to the registration of notice of same in the appropriate Land Titles Office.

(11) This agreement shall extend to, be binding upon and enure to the benefit of the respective heirs, executors, administrators, successors and assigns of the parties hereto and whenever the singular or neuter is used it shall, where necessary, be construed as if the plural or feminine or masculine had been used and vice versa, as the case may be.



Additional Property Identifier(s) and/or Other Information

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

SIMCOE CONDOMINIUM CORPORATION NO. 192

Per: \_\_\_\_\_  
Name: Larry Law  
Title: President

Per: \_\_\_\_\_  
Name: Andrew R.C. Webster  
Title: Secretary

We have authority to bind the Corporation.

THE CONSUMERS' GAS COMPANY LTD.

Per: \_\_\_\_\_  
Name: E. H. ERWIN  
Title: DIRECTOR, FACILITIES MANAGEMENT

Per: \_\_\_\_\_  
Name: RICHARD L. STAFF  
Title: MANAGER, LAND

We have authority to bind the Corporation.

CANADIAN IMPERIAL BANK OF COMMERCE

Per: \_\_\_\_\_  
Name: J. MARTILL  
Title: ASST. SECRETARY

I/We have authority to bind the Corporation.

APPROVED

LAND DEPT.  
CONSUMERS' GAS



# Schedule

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**S**

Additional Property Identifier(s) and/or Other Information

SCHEDULE "A"  
to the Agreement dated

the 28th day of February, 1995

BETWEEN

SIMCOE CONDOMINIUM CORPORATION NO. 192

and

THE CONSUMERS' GAS COMPANY LTD.

All of the Common Elements and General Index and Property Parcel Register of  
Simcoe Condominium Plan No. 192

Additional Property Identifier(s) and/or Other Information

THE CONDOMINIUM ACT

IN THE MATTER OF The Condominium Act (as amended)  
under Section 9 of the said Act

AND IN THE MATTER OF AN AGREEMENT THEREOF,  
FROM SIMCOE CONDOMINIUM CORPORATION NO. 192

TO: THE CONSUMERS' GAS COMPANY LTD.  
DATED: the 28th day of February, 1995


I, Larry Law, of the City of North York of the Municipality of Metropolitan Toronto

MAKE OATH AND SAY AS FOLLOWS:

1. I am the President of Simcoe Condominium Corporation No. 192 named in the above mentioned Instrument, and have knowledge of the matters hereinafter sworn.
2. The attached Agreement was authorized by the said Condominium Corporation under Special By-Law No. 4

SWORN before me at the  
City of Toronto in the  
Municipality of Metropolitan Toronto  
this 2nd day of March, 1995

A Commissioner, etc.

  
\_\_\_\_\_  
Larry Law

Additional Property Identifier(s) and/or Other Information

**TRANSFER OF EASEMENT**

1. **Definitions**

For the purpose of this Transfer, the following terms shall have the following meanings:

- (a) **"Dominant Tenement"** shall mean the lands described as follows:

**Firstly:**

Part of Parcel 48-8, Section 51-NOTT-11, being part of the westerly 50 acres of the north part of Lot 48, Concession 11, designated as Parts 7 and 8 on Plan 51R-25216, save and except for that part of Part 7 on Plan 51R-25216 designated as Part 11 on Plan 51R-25762, Town of Collingwood (formerly Township of Nottawasaga), County of Simcoe, Land Registry Office for the Land Titles Division of Simcoe (No. 51).

**Secondly:**

Part of Parcel 47-3, Section 51-NOTT-10, being composed of part of Lot 47, Concession 11 and part of the westerly 50 acres of the north part of Lot 48 and part of the south half of Lot 48, Concession 11, designated as Part 1 on Plan 51R-25620, Town of Collingwood (formerly Township of Nottawasaga), County of Simcoe, Land Registry Office for the Land Titles Division of Simcoe (No. 51).

- (b) **"Servient Tenement"** shall mean the lands described in Box 5 of this Transfer.

2. **Transfer of Easement**

The Transferor hereby grants, transfers and conveys to the Transferee an easement in perpetuity for the benefit of the Dominant Tenement on, over, under and through the Servient Tenement for the purposes set out in Paragraph 3 hereof. This easement shall benefit the Dominant Tenement and the owners of the Dominant Tenement from time to time and their heirs, executors, administrators, assigns, personal legal representatives, successors in title, occupants, tenants, families, guests and invitees. This easement shall burden the Servient Tenement and shall be binding on the owners from time to time of the Servient Tenement and their heirs, executors, administrators, assigns, personal legal representatives and successors in title.

3. **Purposes of the Easement**

The purposes of this easement are as follows:

- (a) With respect to that part of the Servient Tenement described as Parts 1 to 10, both inclusive, on Plan 51R-25762, the Transferor hereby grants to the Transferee an easement for the purposes of inspecting, maintaining, repairing and replacing all of the following which are located in and form part of the Servient Tenement and which service the Dominant Tenement:
- (i) electric power cables, conduits, pipes, wires, meters, inlets, outlets, connections, transformers, manholes and other appurtenances;
  - (ii) telephone cables, conduits, pipes, wires, inlets, outlets, connections, equipment, machinery, devices, meters and other appurtenances;
  - (iii) cable television distribution systems, conduits, pipes, cables, wires, inlets, outlets, connections, equipment, devices and other appurtenances; and
  - (iv) any other conduits, pipes, wires or equipment which provide services to the Dominant Tenement.
- (b) With respect to that part of the Servient Tenement described as Part 4 on Plan 51R-25233, the Transferor hereby grants to the Transferee an easement for the purposes of inspecting, maintaining, repairing and replacing all of the following which are located in and form part of the Servient Tenement and which service the Dominant Tenement:
- (i) sewers, conduits, pipes, valves, connections, inlets, outlets, manholes and other appurtenances;
  - (ii) any other conduits, pipes, wires or equipment which provide services to the Dominant Tenement.

Additional Property Identifier(s) and/or Other Information

**AFFIDAVIT**

**SECTION 9(2) OF THE CONDOMINIUM ACT**

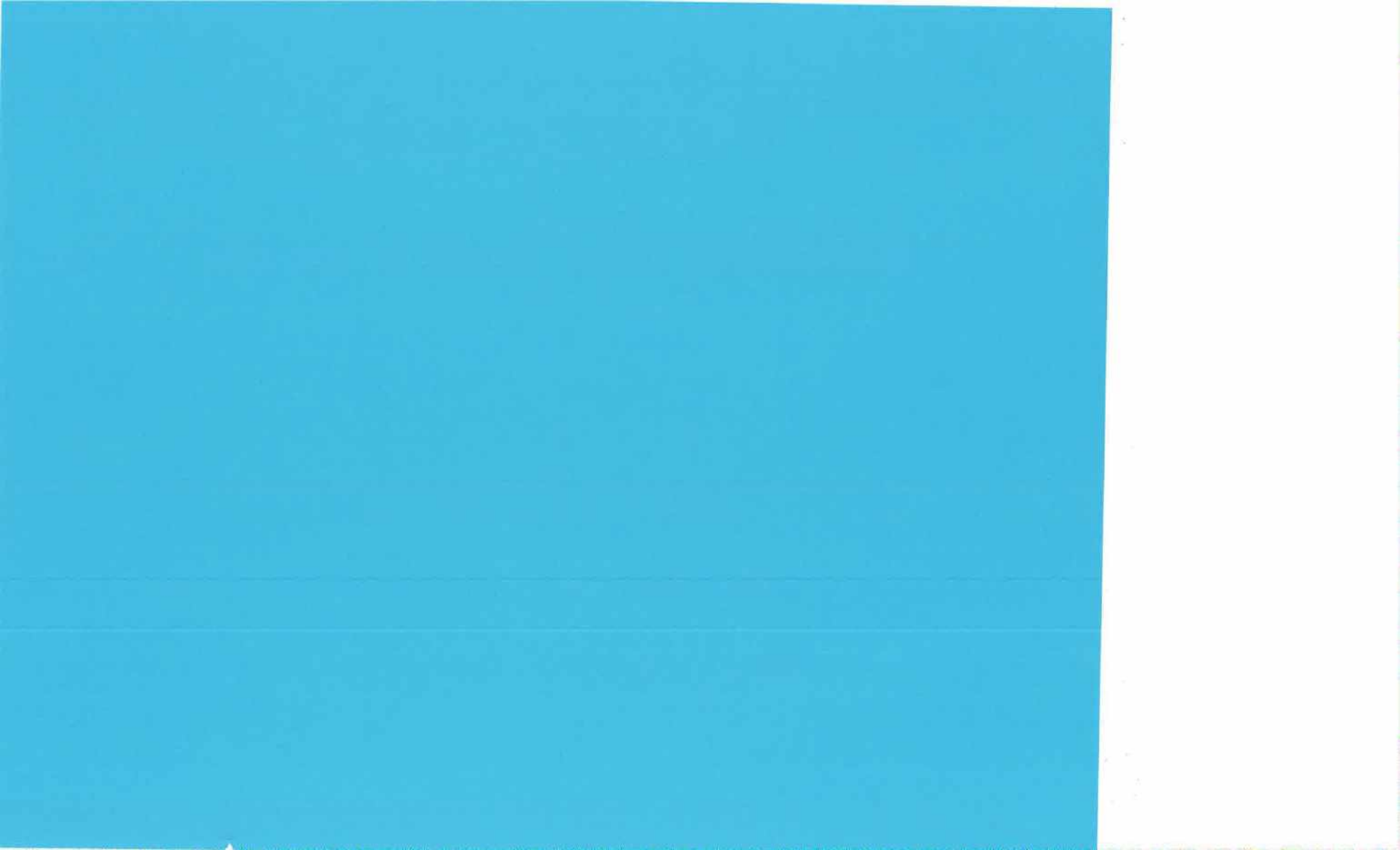
I, James Vair, of the Town of Collingwood, County of Simcoe, hereby declare as follows:

1. I am the President of Simcoe Condominium Corporation No. 192.
2. The Transfer of Easement by Simcoe Condominium Corporation No. 192 to Law Development Group (1989) Limited to which this Affidavit is attached has been authorized by a special by-law of Simcoe Condominium Corporation No. 192, being By-law No. 5 of Simcoe Condominium Corporation No. 192, which By-law was passed by the board of directors on October 26, 1995 and was registered in the Land Registry Office for the Land Titles Division of Simcoe (No. 51) as Instrument No. \_\_\_\_\_.

Sworn before me at the  
Town of Collingwood in the  
County of Simcoe  
this 7th day of November 1995

James Vair  
James Vair

A Commissioner, etc.



## SHARED FACILITIES AGREEMENT

THIS AGREEMENT is made as of August 17, 2005

### AMONG:

**SIMCOE CONDOMINIUM CORPORATION NO. 192,  
("Links I")**

OF THE FIRST PART

- and -

**SIMCOE CONDOMINIUM CORPORATION NO. 220,  
("Links II")**

OF THE SECOND PART

- and -

**SIMCOE CONDOMINIUM CORPORATION NO. 200,  
("Links III")**

OF THE THIRD PART

- and -

**SIMCOE CONDOMINIUM CORPORATION NO. 239,  
("Links V")**

OF THE FOURTH PART

- and -

**SIMCOE CONDOMINIUM CORPORATION NO. 247,  
("Links VI")**

OF THE FIFTH PART

### RECITALS:

- A. Links I is a condominium corporation consisting of 33 townhouse units; Links II is a condominium corporation consisting of 15 townhouse units; Links III is a condominium corporation consisting of 10 townhouse units; Links V is a condominium corporation consisting of 38 townhouse units; and, Links VI is a condominium corporation consisting of 34 townhouse units.
- B. The Condominium Corporations share the use of a swimming pool which is located on the Lands described in Schedule "A" attached hereto. The Condominium Corporations are co-owners of the Lands. The swimming and the Lands are collectively referred to herein as the "Shared Facilities".
- C. The Condominium Corporations wish to enter into this Agreement for the purpose of formalizing their agreement regarding the ownership, operation, maintenance, repair and replacement of the Shared Facilities.

### ARTICLE 1

#### INTERPRETATION

##### 1.1 Definitions

In this Agreement, the following terms shall have the following meanings:

"Condominium Corporations" means, collectively, Links I, Links II, Links III, Links V and Links VI.

"Lands" means the property described in Schedule "A" attached hereto.

"Links I" means Simcoe Condominium Corporation No. 192.

"Links II" means Simcoe Condominium Corporation No. 220.

"Links III" means Simcoe Condominium Corporation No. 200.

"Links V" means Simcoe Condominium Corporation No. 239.

"Links VI" means Simcoe Condominium Corporation No. 247.

"Property Manager" means the property manager retained by the Condominium Corporations.

"Shared Facilities" means, collectively, the swimming pool, Lands and any improvements made thereto.

"Shared Facilities Budget" means the annual budget for operating, maintaining and repairing of the Shared Facilities.

"Shared Facilities Committee" means the committee which shall be responsible for administering the operation, maintenance and repair of the Shared Facilities, which committee shall consist of one representative from each Condominium Corporation as described in Article 8.

"Shared Facilities Expenses" means all costs and expenses relating to the operation, maintenance, repair, replacement and administration of the Shared Facilities.

## ARTICLE 2

### SHARED FACILITIES

#### 2.1 General

The Shared Facilities consist of the swimming pool, Lands and any other additional improvements which may be made thereto. This Agreement reflects the mutual understanding of the Condominium Corporations regarding the ownership, operation, maintenance, repair and replacement of the Shared Facilities.

#### 2.2 Use

Each owner of a residential dwelling unit in any one of the Condominium Corporations shall have the right to use the Shared Facilities, subject to the rules and regulations attached hereto as Schedule "B" as amended or supplemented by the Shared Facilities Committee from time to time as contemplated by Article 7 hereof. The Condominium Corporations hereby covenant and agree to ensure that the Shared Facilities are used and maintained in accordance with the terms of this Agreement. The Condominium Corporations covenant and agree that they shall not permit any activity that may damage the Shared Facilities or that may interfere with the use or enjoyment of the Shared Facilities. The Condominium Corporations covenant and agree that they shall not alter or modify the Shared Facilities without obtaining the prior written approval of the Shared Facilities Committee.

In addition to the rules and regulations attached hereto as Schedule "B" and such other rules and regulations as may be enacted by the Shared Facilities Committee from time to time, the use of the Shared Facilities shall be subject to the following restrictions and stipulations:

- (a) The Shared Facilities shall be used only for those purposes permitted by the applicable zoning by-laws relating to the Lands, as amended from time to time.
- (b) The Shared Facilities shall not be used in such a manner as is likely to damage or injure any person or property, or in a manner that may impair the structural integrity (either latently or patently) of any part of the Shared Facilities, or in any manner that will unreasonably interfere with the use or enjoyment of the Shared Facilities by any other person authorized to use the Shared Facilities, or that may result in the cancellation or threat of cancellation of any insurance policy, or in such a manner that is disruptive to the living environment of the owners of dwelling units in the vicinity of the Shared Facilities. In the event that any person contravenes this Section, such person shall be personally liable to pay for all costs incurred in order to rectify such damage or injury and for all increased insurance costs and for all other costs, damages, expenses and liabilities suffered or incurred as a result thereof.
- (c) The Condominium Corporations shall ensure that each owner of a dwelling unit in such condominium corporations and their respective tenants, occupants and invitees, shall comply with this Agreement and the rules prescribed by the Shared Facilities Committee from time to time.
- (d) No person shall make any structural change, alteration or modification to the Shared Facilities, without the prior written consent of the Shared Facilities Committee.

#### 2.3 Responsibility



The parties hereby acknowledge and agree that the Shared Facilities shall be operated, maintained, repaired, improved, altered, replaced and administered by the Shared Facilities Committee in accordance with the terms of this Agreement. All Shared Facilities Expenses shall be the responsibility of the Condominium Corporations in accordance with their respective proportionate shares (determined in accordance with Section 3.6 hereof) and the Condominium Corporations covenant and agree to promptly pay, when due, their contribution to the Shared Facilities Expenses.

#### **2.4 Restriction on Transfer**

Each Condominium Corporation acknowledges and agrees that it shall not sell, transfer, assign or otherwise convey its interest in the Shared Facilities except to one of the other Condominium Corporations.

### **ARTICLE 3**

#### **SHARED FACILITIES EXPENSES**

##### **3.1 General**

All costs associated with the operation, maintenance, repair, improvement, replacement and administration of the Shared Facilities and any contribution to the reserve fund as determined in accordance with section 3.3, shall constitute Shared Facilities Expenses. The Shared Facilities Committee shall be responsible for determining, administering and paying the Shared Facilities Expenses. Prior to the commencement of each new calendar year, the Shared Facilities Committee shall prepare a budget projecting the estimated Shared Facilities Expenses for the next ensuing calendar year and the Shared Facilities Committee shall be responsible for collecting from the Condominium Corporations their respective proportionate share of such Shared Facilities Expenses for the next ensuing calendar year. The proportionate share of the Shared Facilities Expenses attributable to each of the Condominium Corporations shall be included in the annual budget of common expenses for each of the Condominium Corporations.

The Shared Facilities Committee shall keep proper books, accounts and records of the Shared Facilities Expenses incurred during each calendar year and the Shared Facilities Committee shall prepare and deliver to each party annual financial statements relating to the operation, maintenance and administration of the Shared Facilities, which statement shall be prepared in accordance with generally accepted accounting principles.

##### **3.2 Payment of Shared Facilities Expenses**

The Condominium Corporations hereby acknowledge and agree that they shall pay their respective proportionate share of the Shared Facilities Expenses forthwith upon written notice from the Shared Facilities Committee (or the Property Manager, on its behalf).

##### **3.3 Reserve Fund**

The Condominium Corporations hereby acknowledge and agree that the Shared Facilities Committee shall establish the reserve amounts required from time to time for the major repair and replacement of the Shared Facilities, calculated on the basis of expected repair, replacement cost and life expectancy of the Shared Facilities. For this purpose, the Shared Facilities Committee shall undertake periodic engineering reviews of the Shared Facilities in accordance with the Condominium Act, 1998 and may use the same engineers who conduct reserve fund analysis for any of the individual Condominium Corporations. Each of the Condominium Corporations shall incorporate into its annual budget its proportionate share of the annual reserve fund requirements for the Shared Facilities and shall collect such sums as part of its common expenses. Such amounts shall be held and kept invested by the Condominium Corporations for ultimate use toward major repair and replacement of the Shared Facilities and each Condominium Corporation shall pay out of such reserve accounts its proportionate share of the costs of major repair and replacement of the Shared Facilities when called upon to do so by the Shared Facilities Committee.

No part of the reserve fund shall be distributed to any party unless such distribution is authorized by a unanimous vote of the Shared Facilities Committee at a meeting duly constituted for such purpose.

### 3.4 Extraordinary Expenditures

4

The parties hereby acknowledge and agree that the Shared Facilities Committee shall have the right to assess each of the parties for extraordinary expenditures not contemplated by the annual budget and for which the Shared Facilities Committee does not have sufficient funds in either the Shared Facilities account or the or the reserve fund account by serving notice of such assessment on each of the parties hereto. Such notice shall include a written statement explaining the reasons for the extraordinary expenditures supported by appropriate documentation. The parties hereby acknowledge and agree to pay their proportionate share of any extraordinary assessment within 10 days after the delivery of written notice thereof, or within such other time period and in such installments as the Shared Facilities Committee may determine, in its sole and absolute discretion.

### 3.5 Interest on Payments in Arrears

Any payment that is required to be made pursuant to this Agreement that is outstanding and in arrears shall bear interest at the rate of 18% per annum or such other rate as may be determined by the Shared Facilities Committee, in its sole and absolute discretion from time to time, from the date on which such payment was due until the date such amount is paid in full.

### 3.6 Cost Sharing

The Shared Facilities Expenses shall be shared among the Condominium Corporations. The proportionate share of the Shared Facilities Expenses for each Condominium Corporation, being a function of the number of dwelling units in each of the Condominium Corporations, is as follows:

<u>Condominium Corporation</u>	<u>Number of Units</u>	<u>Percentage</u>
Links I	33	25%
Links II	15	11%
Links III	10	8%
Links V	38	29%
Links VI	34	27%
TOTAL	130 Units	100%

## ARTICLE 4

### REPAIR AND MAINTENANCE

#### 4.1 General

The Shared Facilities shall be repaired and maintained by the Condominium Corporations. The Shared Facilities shall be repaired and maintained in a first class condition. It is anticipated that the Condominium Corporations shall delegate the responsibility of coordinating the repair and maintenance of the Shared Facilities to the Property Manager.

## ARTICLE 5

### DAMAGE AND DESTRUCTION

#### 5.1 General

In the event that the Shared Facilities (or any part thereof) are damaged or destroyed, the Shared Facilities Committee shall arrange to re-build, restore and repair the Shared Facilities unless the Condominium Corporations unanimously agree otherwise. All costs associated with such restoration shall be Shared Facilities Expenses, except to the extent that insurance proceeds apply thereto and subject to the recovery of any uninsured portion of such costs from any party whose willful or negligent act or omission caused or substantially contributed to the damage or destruction.

## ARTICLE 6

### INSURANCE

#### 6.1 All Perils and Public Liability Insurance

Each of the Condominium Corporations shall obtain and maintain the following insurance coverages by either obtaining new policies of insurance or by supplementing existing policies of insurance to deal with the following matters:

- (a) All risks insurance sufficient to cover 100% of the repair and/or replacement cost of the Shared Facilities in the event of damage;

- (b) Public liability insurance with respect to incidents or occurrences upon the Lands providing minimum coverage in such an amount as may be determined by the Shared Facilities Committee from time to time; and
- (c) Such other insurance as the Shared Facilities Committee may decide to obtain in its sole and absolute discretion acting reasonably as would a prudent owner of similar property.

## **6.2 Acknowledgement re: Insurance Proceeds**

The parties hereby acknowledge and agree that all proceeds of insurance shall be paid and applied towards the repair and/or replacement of the Shared Facilities unless the Condominium Corporations unanimously agree otherwise.

# **ARTICLE 7**

## **RULES**

### **7.1 Authority**

The parties hereby acknowledge and agree that the Shared Facilities Committee is empowered to make rules regarding the use of the Shared Facilities in order to promote the safety, security and welfare of the owners of dwelling units in the Condominium Corporations and for the purpose of preserving the Shared Facilities. Any rule made by the Shared Facilities Committee shall be effective 10 days after notice thereof has been given to each of the Condominium Corporations.

### **7.2 Compliance**

The parties hereby agree to observe and comply with all rules imposed by the Shared Facilities Committee and each of the Condominium Corporations hereby agree to ensure that each of the owners of dwelling units in such Condominium Corporations and their families, guests, visitors, agents, tenants and invitees shall also comply with such rules.

### **7.3 General Rules**

The parties hereby agree to observe and comply with the general rules and regulations attached hereto as Schedule "B".

# **ARTICLE 8**

## **SHARED FACILITIES COMMITTEE**

### **8.1 Authority**

The parties hereby acknowledge and agree that the Shared Facilities shall be operated, maintained, repaired, improved, altered, replaced and administered on behalf of the parties hereto by the Shared Facilities Committee ("the Committee").

### **8.2 Number and Quorum**

The Shared Facilities Committee shall consist of five individuals, of whom three shall constitute a quorum for the transaction of business. Each Condominium Corporation shall appoint one individual to the Shared Facilities Committee, which appointee shall be a unit owner of such Condominium Corporation.

Members of the Committee shall be appointed by their respective boards for a term of one year but may be removed before the expiration of their term by resolution of their appointing board. Any vacancy on the Committee occurring as a result of the resignation or resolution of the appointing board shall be filled for the period of the unexpired term of the member who has resigned or has been so removed by the board who had originally appointed such member. If a Condominium Corporation does not by resolution appoint a Member at the expiry of each term, the Member then appointed shall continue until such time as a replacement member is appointed by the Condominium Corporation.

### **8.3 Voting**

Voting power of the members will be by majority. Majority will be determined in relation to the proportionate interest held in the Shared Facilities by the appointing Condominium Corporation of each member, as set out in Section 3.6 of this Agreement.

For example, a vote supported by the members representing Links I (25% interest) and Links IV (27% interest) and opposed by the three remaining members would represent 52% of the total voting power and would be considered a majority although supported by a minority of the voting members.

#### 8.4 Meetings

The Committee shall meet from time to time, but not less than semi-annually, for the purposes hereinafter set out. Unless written notice is dispensed with by the written consent of each member of the Committee, at least seven (7) days written notice of every meeting of the Committee shall be given to the members thereof by the Secretary of the Committee.

If thirty (30) minutes after the time appointed for the holding of the any meeting of the members of the Committee, a quorum is not present, the meeting shall stand adjourned to the same time on the corresponding day of the next following week.

#### 8.5 Officers

At the first meeting of the Committee following the Transfer Date, the Committee shall elect from its members the following officers:

- (a) **Chair:** The Chair shall, when present, preside at all meetings of the members of the Committee and shall be charged with the general supervision of the business and affairs of the Committee;
- (b) **Vice-Chair:** During the absence of the Chair, his/her duties may be performed and his/her powers may be exercised by the Vice-Chair;
- (c) **Secretary:** The Secretary shall give or cause to be given all notices required to be given to the members of the Committee and shall keep proper books and minutes of all proceedings at such meetings of the Committee and he or she shall be the custodian of all books, papers, records, documents and other instruments belonging to the Committee;
- (d) **Treasurer:** The Treasurer shall keep or cause to be kept full and accurate books of account in which shall be recorded all receipts and disbursements pertaining to the Amenities and under the direction of the Committee shall control the deposit of money and the disbursements of funds and shall render to the Committee whenever required of him or her an account of all his or her transactions as Treasurer and of the financial position of the Shared Facilities.

The Committee may elect from its members such other officers as it may deem advisable and may form one or more sub-committees to assist the Committee in carrying out its function.

#### 8.6 Duties of the Committee

The function and the duties of the Committee shall be to maintain, repair and operate the Shared Facilities including, without restricting the generality of the foregoing:

- (a) To appoint a manager to ensure that the Shared Facilities are kept in clean and first-rate condition and in good repair from time to time and to assist the Committee and its officers in the carrying out of their duties as set forth in this Agreement including without limiting the generality of the foregoing, preparation of budgets, handling of collection of funds and payment of expenses and the general administration of the Shared Facilities;
- (b) To establish and publish rules and regulations which in the opinion of the Committee shall further the harmonious and satisfactory operation of the Shared Facilities for the common benefit of the condominium corporations and all persons entitled to the use and enjoyment thereof and to enforce the rules and regulations;
- (c) To prepare and furnish to each condominium corporation in writing at least thirty (30) days prior to the beginning of each Fiscal Year an estimated budget including an allocation for the Shared Facilities Reserve Fund for the following Fiscal Year setting forth by categories the Committee's best estimate of all expenses for the operation of the Shared Facilities for the next Fiscal Year including, without limiting the generality of the foregoing, provision of heat, hydro, water and recreational programs, staff and security arrangements, equipment, realty tax assessments, if any, maintenance and repairs as well as provision for an annual contribution to the major repair and replacement of the Shared Facilities;
- (d) Wherever, in the opinion of the Committee, any change from the expenditures forecast in the Budget makes it desirable to do so, to submit to each condominium corporation a supplementary Budget covering the expenses of the operation of the Shared Facilities for the then remaining portion of the current Fiscal Year;

- (e) To deposit monies received from each condominium corporation together with any other income and receipts in a separate bank account to be maintained by the Committee. All such monies shall thereafter be held in trust by the Committee and be used to:
- (i) make payments of all accounts approved and incurred by or on behalf of the Committee;
  - (ii) repair and maintain or cause to be repaired and maintained those parts of the Shared Facilities which so require;
  - (iii) purchase appropriate equipment, chattels and materials that have been approved by the condominium corporations in accordance with this Agreement;
  - (iv) whenever a surplus arises, each surplus shall be applied as a credit on the next year's budget, transferred to the reserve fund or left as a surplus as the Committee determines.
- (f) To keep accurate accounts of the financial transactions involved in the management and operation of the Shared Facilities and in respect of any proper expenditures from the Amenities Fund and to render to each condominium corporation quarterly statements of income and expenditures with respect thereto and to keep such accounts open for inspection by any of the parties hereto at all reasonable times and to maintain such accounts in accordance with generally accepted accounting principles;
- (g) To open and maintain at a chartered bank or trust company as the Committee may designate and account for the operation of the Shared Facilities including the designation by resolution of the Committee of such persons or officers of the Committee authorized to make, sign, draw, accept, endorse, negotiate, deposit or transfer any cheques, notes, drafts and orders relating to said trust account.
- (h) In the event the Committee may in future decide that it is appropriate for those who are not unit owners, guests or tenants of the Condominium Corporations, to use the Shared Facilities on a user fee basis, to establish rates and rules associated with such fee paying users and to collect such fees to become part of the funds for operating the Shared Facilities.

The Committee or its duly authorized agent shall have the right to suspend the rights of any person to use the Amenities for misuse of these facilities, improper conduct or for a breach of any of the rules passed by the Committee relating to the use of the Amenities.

## ARTICLE 9

### DEFAULT

#### 9.1 Default In Payment

In the event that any Condominium Corporation defaults in the payment of any amount owing pursuant to this Agreement (or defaults with respect to any other aspect of this Agreement) and such default continues for 15 days after written notice has been delivered to the defaulting party by the Shared Facilities Committee, the non-defaulting Condominium Corporations shall have the right to commence an action in a court of competent jurisdiction against such defaulting party to enforce payment and to obtain such other relief as may be appropriate in the circumstances. All costs and expenses of collecting payment and obtaining relief shall be for the account of the defaulting party.

## ARTICLE 10

### NOTICE

#### 10.1 Notice to the Condominium Corporations

Any notice required to be given to the Condominium Corporations pursuant to this Agreement shall be in writing and shall be given by personal delivery, facsimile transmission or by regular mail to each Condominium Corporation at the address indicated for such Condominium Corporation in Schedule "C" attached hereto.

#### 10.2 Receipt and Delivery

Any notice delivered personally or sent by facsimile transmission shall be deemed to have been received by and given to the addressee on the day of delivery or facsimile transmission. Any notice that is mailed shall be deemed to have been received by and given to the addressee on the third business day following the date of mailing. In the event of a mail strike or the threat of a mail strike, all notices shall be personally delivered or sent by facsimile transmission.

### 10.3 Change of Address

The parties hereby acknowledge and agree to notify the other parties to this Agreement in the event of a change of address, providing to the other parties such new address.

## ARTICLE 11

### ARBITRATION

#### 11.1 Dispute

In the event of any dispute between the parties hereto in connection with this Agreement, or the construction or application thereof or any section or thing contained in this Agreement or as to any act, deed or omission of any party or as to any other matter in any way relating to this Agreement, if such matter cannot be resolved among or between the parties hereto, the matter in dispute shall be submitted to arbitration.

#### 11.2 Arbitration

Such arbitration shall be conducted by a single arbitrator. The arbitrator shall be appointed by agreement between the parties or, in default of such agreement, such arbitrator shall be appointed by a Judge of the Superior Court of Justice sitting in Barrie, upon the application of any of the parties and such judge shall be entitled to act as such arbitrator, if he or she so desires. Unless otherwise agreed to by the parties, the arbitration shall be held in the City of Barrie.

#### 11.3 Procedure

The procedure to be followed shall be agreed to by the parties or, in default of such agreement, determined by the arbitrator. The arbitration shall proceed in accordance with the provisions of the *Arbitration Act, 1991* (Ontario).

#### 11.4 Decision

The arbitrator shall have the power to proceed with the arbitration and to deliver his or her award notwithstanding the default by any party in respect of any procedural order made by the arbitrator. The decision of the arbitrator shall be final and binding and no appeal shall lie therefrom. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

#### 11.5 Costs

The costs of an arbitration conducted pursuant to this section shall be borne by the parties to the dispute in accordance with the proportional share in the Shared Facilities held by their respective Condominium Corporation.

## ARTICLE 12

### GENERAL PROVISIONS

#### 12.1 Headings

The headings of each section and article of this Agreement are for convenience of reference only and in no way define, limit or describe the scope, construction, interpretation or intent of this Agreement or in any way affect this Agreement.

#### 12.2 Invalidity

If any covenant, obligation, section, article or provision of this Agreement or the application thereof or any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such covenant, obligation, section, article or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each covenant, obligation, article, section or other provision of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

#### 12.3 Entire Agreement

This Agreement shall be the entire agreement between the parties and their respective successors, assigns and successors in title pertaining to the Shared Facilities.

**12.4 Waiver**

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

**12.5 Waiver of Partition**

Each of the parties hereby waives the benefit of all provisions of law, as now in effect or as hereinafter enacted, relating to an action for the partition of the Lands, including, without limiting the generality of the foregoing, the Partition Act (Ontario).

**12.6 Counterparts**

This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original.

**12.7 Governing Law**

This Agreement shall be subject to and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario.

**12.8 Further Assurances**

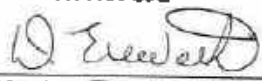
Each of the parties hereto, and their heirs, executors, legal personal representatives, successors, assigns and successors in title, shall at all times and from time to time hereafter and on reasonable written notice from the Shared Facilities Committee perform all further acts and execute all further documents and assurances as may be required from time to time for the purpose of effectively carrying out the true intent and meaning of this Agreement.


**Successors and Assigns**

This Agreement shall be binding on the successors, assigns and successors in title of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.


**SIMCOE CONDOMINIUM  
CORPORATION NO. 192**

Per:   
Name: DOUG ELLSWORTH  
Title: PRESIDENT

Per:   
Name: Elaine Danson  
Title: Secretary

I/we have authority to bind the Corporation

**SIMCOE CONDOMINIUM  
CORPORATION NO. 220**

Per:   
Name: DOUG WEBER  
Title: PRESIDENT

Per:   
Name: S. HAINBURY  
Title: SECRETARY

I/we have authority to bind the Corporation

**SIMCOE CONDOMINIUM  
CORPORATION NO. 200**

Per: [Signature]  
Name: Bill Barclay  
Title: President

Per: [Signature]  
Name: GARRY WILSON  
Title: Sec. TREAS.

I/we have authority to bind the Corporation

**SIMCOE CONDOMINIUM  
CORPORATION NO. 239**

Per: [Signature]  
Name: STEVE DONARZO  
Title: PRESIDENT

Per: [Signature]  
Name: EUGENE PEYCHA  
Title: SECRETARY

I/we have authority to bind the Corporation

**SIMCOE CONDOMINIUM  
CORPORATION NO. 247**

Per: [Signature]  
Name: L. PRICE  
Title: PRES.

Per: [Signature]  
Name: Maurice McCarthy  
Title: Director

I/we have authority to bind the Corporation



## SCHEDULE "A"

## LEGAL DESCRIPTION OF THE LANDS

PIN: 58255-0288

PCL 48-12 SEC 51-NOTT-11; PT WLY 50 ACRES OF THE N PT LT 48, CON 11  
COLLINGWOOD PTS 7 & 8, 51R25216; S/T PT 8 51R25216 & PT 3 51R25233 AS IN  
LT275627, LT295337 & LT356822; S/T PT 8 51R25216 AS IN LT426209; T/W PT 4  
51R25233 AS IN LT275627; T/W SIMCOE CONDOMINIUM PLAN NO. 192, PTS 1, 2, 3,  
4, 5, 6, 7, 8, 9 & 10 51R25762 & PT 4 51R25233 AS IN LT291648; S/T PT 8 51R25216 &  
PT 3 51R25233 AS IN LT483965; COLLINGWOOD

PIN: 58255-0351

PCL 48-13 SEC 51-NOTT-11; PT LT 48 CON 11 NOTTAWASAGA PT 2, 51R29997;  
COLLINGWOOD

:

# **SCHEDULE "B"**

## **RULES AND REGULATIONS**

1. The hours of operation of the Shared Facilities shall be determined by the Shared Facilities Committee from time to time. Hours of operation will be posted in a prominent area.
2. The Shared Facilities Committee and the Property Manager shall have full and complete authority with respect to the Shared Facilities.
3. The use of the Shared Facilities shall be restricted to the unit owners in Links I, II, III, V and Links VI and their families, guests and invitees.
4. Proper pool attire is required in the pool area.
5. No person infected with a communicable disease or having open sores on his/her body shall enter the pool.
6. No person shall bring glass containers into the pool area.
7. No diving, jumping or boisterous activity shall be allowed in the pool area.
8. Pool furniture shall not be removed from the pool area other than by an authorized representative of the Shared Facilities Committee.
9. No person shall pollute the water in the swimming pool in any manner.
10. No smoking, food or beverage is permitted in the pool area.
11. All children under 12 years of age shall not be left unattended in the pool area.
12. Use of the pool shall be subject to all governmental rules, regulations and legislation.
13. No person shall use the Shared Facilities in such a manner that may damage the Shared Facilities or that may interfere with the use or enjoyment of the Shared Facilities by other people. No person shall use the Shared Facilities in such a manner as may interfere with the use or enjoyment of the condominium units surrounding the Shared Facilities.
14. No person shall alter or modify the Shared Facilities without obtaining the prior written approval of the Shared Facilities Committee.
15. The Shared Facilities shall be used only for those purposes permitted by the applicable zoning by-laws relating to the Lands, as amended from time to time and as may be permitted by the Shared Facilities Committee.

## 16. SCHEDULE "C"

## NOTICES

Condominium Corporation	Address Particulars
Simcoe Condominium Corporation No. 192	391 First Street, Suite 202 Collingwood, Ontario L9Y 1B3
Simcoe Condominium Corporation No. 220	391 First Street, Suite 202 Collingwood, Ontario L9Y 1B3
Simcoe Condominium Corporation No. 200	391 First Street, Suite 202 Collingwood, Ontario L9Y 1B3
Simcoe Condominium Corporation No. 239	391 First Street, Suite 202 Collingwood, Ontario L9Y 1B3
Simcoe Condominium Corporation No. 247	391 First Street, Suite 202 Collingwood, Ontario L9Y 1B3



<div>FOR OFFICE USE ONLY</div> <div>5c 6909/0</div> <div>Certificate of Receipt Certificat de Réception</div> <div>OCT 16 2008 13:08</div> <div>Land Registrar / Régistrateur: Simone #51 Bamba</div> <div>New Property Identifiers</div> <div>Additional See Schedule <input type="checkbox"/></div> <div>Executions</div> <div>Additional See Schedule <input type="checkbox"/></div>	(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/>	(2) Page 1 of 4 pages	
	(3) Property Identifier(s) Block Property 59192-0001 (L.T) to 59192-0033 (L.T) all inclusive		Additional See Schedule <input checked="" type="checkbox"/>
	(4) Nature of Document Amendment to Declaration (under Section 107 of the Condominium Act, 1998)		
	(5) Consideration Dollars \$		
	(6) Description All units, levels and common elements comprising the property included in Simcoe Condominium Plan No. 192 Town of Collingwood, formerly Township of Nottawasaga County of Simcoe Land Titles Division of Simcoe (No. 51)		
(7) This Document Contains: (a) Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input checked="" type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/>			
(8) This Document provides as follows:  Simcoe Condominium Corporation No. 192 amends the Condominium Declaration, as set out in the attached Amendment to Declaration.  We hereby certify that the amendment to the declaration that is set out in the attached Amendment to Declaration complies with the requirements of Section 107 of the Condominium Act, 1998.  <div>Continued on Schedule <input checked="" type="checkbox"/></div>			
(9) This Document relates to instrument number(s) LT276048			
(10) Party(ies) (Set out Status or Interest) Name(s) Signature(s) Date of Signature Y M D SIMCOE CONDOMINIUM CORPORATION NO. 192 (Applicant) By its solicitors Miller Thomson LLP Per: Warren Kleiner 2008 10 15			
(11) Address for Service c/o Miller Thomson LLP, Barristers and Solicitors, 5800 - 40 King Street West, Toronto, Ontario M5H 3S1			
(12) Party(ies) (Set out Status or Interest) Name(s) Signature(s) Date of Signature Y M D			
(13) Address for Service			
(14) Municipal Address of Property multiple	(15) Document Prepared by: Warren Kleiner Miller Thomson LLP 5800 - 40 King St. W. Toronto, ON M5H 3S1 416.595.8500		
FOR OFFICE USE ONLY		Fees and Tax	
		Registration Fee	
		Total	70

## SIMCOE CONDOMINIUM PLAN NO. 192

UNIT	LEVEL	PROPERTY ID.
1	1	59192-0001
2	1	59192-0002
3	1	59192-0003
4	1	59192-0004
5	1	59192-0005
6	1	59192-0006
7	1	59192-0007
8	1	59192-0008
9	1	59192-0009
10	1	59192-0010
11	1	59192-0011
12	1	59192-0012
13	1	59192-0013
14	1	59192-0014
15	1	59192-0015
16	1	59192-0016
17	1	59192-0017
18	1	59192-0018
19	1	59192-0019
20	1	59192-0020
21	1	59192-0021
22	1	59192-0022
23	1	59192-0023
24	1	59192-0024
25	1	59192-0025
26	1	59192-0026
27	1	59192-0027
28	1	59192-0028
29	1	59192-0029
30	1	59192-0030
31	1	59192-0031
32	1	59192-0032
33	1	59192-0033

## FORM 1

CONDOMINIUM ACT, 1998

## AMENDMENT TO DECLARATION

(under section 107 of the Condominium Act, 1998)

SIMCOE CONDOMINIUM CORPORATION NO. 192 amends, as set out in the attached Schedule 1, its Declaration registered as Instrument No. 276048 in the Land Registry Office for the Land Titles Division of Simcoe (No. 51).

We certify that the amendment to the Declaration that is set out in the attached Schedule 1 complies with the requirements of section 107 of the Condominium Act, 1998.

Dated at Collingwood, Ontario this 29 day of SEPT. 2008.

SIMCOE CONDOMINIUM CORPORATION NO. 192

Per: [Signature]  
signature

Hans Kent, President  
print name / title

Per: [Signature]  
signature

Anne Stephan, Secretary  
print name / title

We have authority to bind the Corporation.

## SCHEDULE #1

## AMENDMENT TO DECLARATION

(under section 107 of the Condominium Act, 1998)

DELETE, in its entirety, sub-paragraph (a) of paragraph 15 of the Declaration registered as Instrument No. 276048 in the Land Registry Office for the Land Titles Division of Simcoe (No. 51), and replace with:

(a) Each Unit shall be used for private residential occupation and use only. For greater certainty, no commercial or transient use, as defined below, shall be permitted in or with respect to a unit.

(a)-(2) Definitions:

(a) "commercial use" of a unit means, without limiting its generality:

- (i) the carrying on of a business;
- (ii) the operation of a business office or professional office;
- (iii) hotel or boarding or lodging house use; or
- (iv) the disposition of an owner's or tenant's right to occupy a residential unit whereby the party or parties acquiring such interest or right is or are entitled to use or occupy the unit on a transient use basis, or under any arrangement commonly known as time sharing or fractional ownership.

(b) "transient use" means the rental or occupancy of a unit for a period of less than thirty (30) days in any particular period of twelve consecutive months and it also means the rental or occupancy of a unit more than four (4) times in any particular period of twelve consecutive months.

The remaining provisions of paragraph 15 of the Declaration remain unchanged and are hereby confirmed.

Dated at Collingwood, Ontario this 29 day of SEPT 2008.

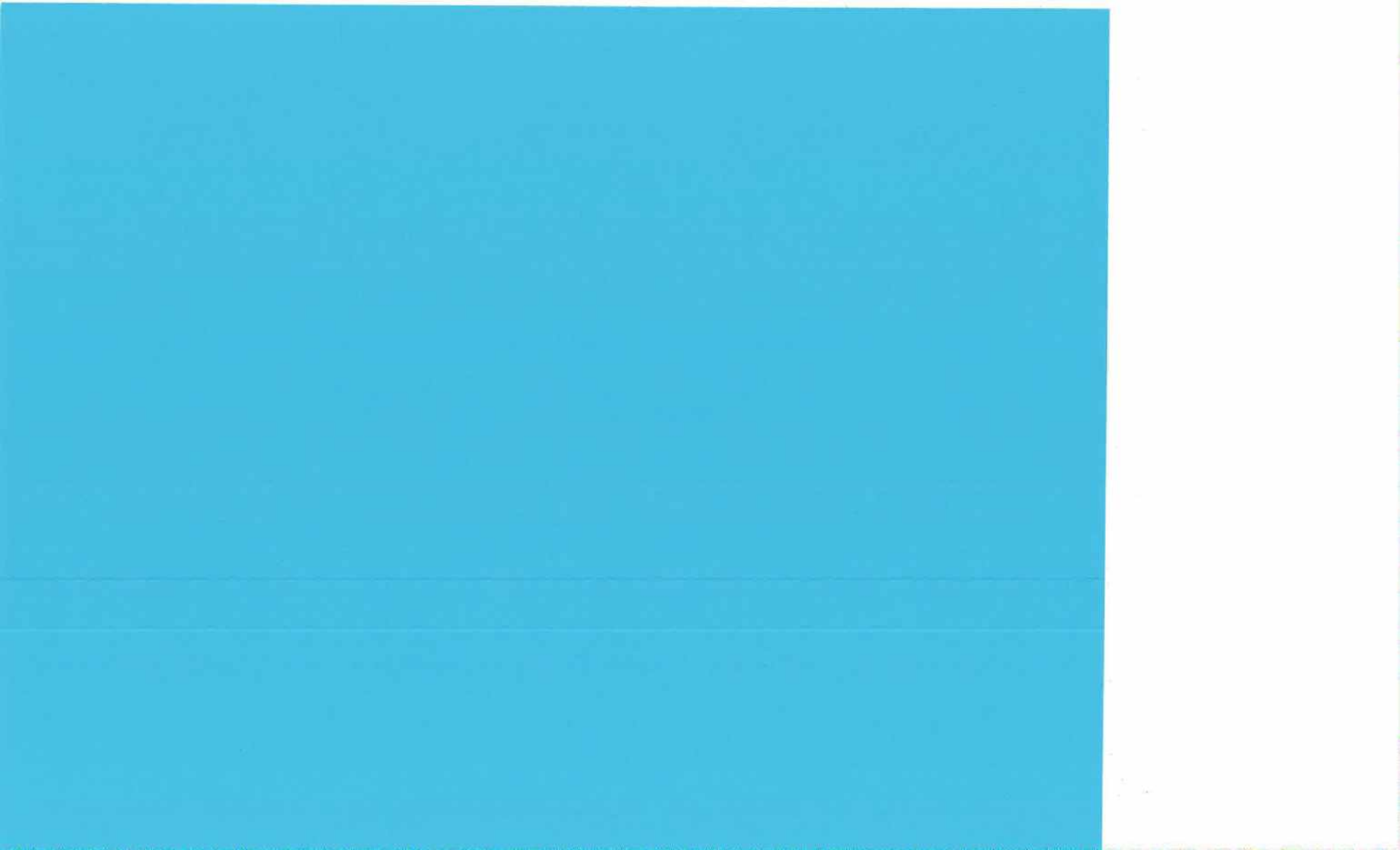
SIMCOE CONDOMINIUM CORPORATION NO. 192

Per: [Signature]  
signature  
Hans Kent, President  
print name / title

Per: [Signature]  
signature  
Anne Stephan, Secretary  
print name / title

We have authority to bind the Corporation.





## MANAGEMENT AGREEMENT

BETWEEN:

Simcoe Condominium Corporation No. 192

(hereinafter called the "Corporation")

OF THE FIRST PART

- and -

9700029 O/A PRO GUARD PROPERTY MANAGEMENT

(hereinafter called the "Manager")

OF THE SECOND PART

**WHEREAS** the Corporation has been created pursuant to the Condominium Act, S.O. 1998, c.19, or any successor thereto and the Regulations made thereunder (the Act and Regulations are hereinafter referred to as "the Act");

**AND WHEREAS** the Corporation is desirous of having the Manager manage the property and assets of the Corporation (hereinafter called the "Property") and the Manager is desirous of doing so, in accordance with the terms and conditions of this Agreement,

**NOW, THEREFORE THIS INDENTURE WITNESSETH** that, in consideration of the mutual covenants and agreements herein contained, the parties hereto do hereby covenant and agree each with the other as follows:

### ARTICLE 1 DEFINITIONS

- 1.1 Unless a contrary intent is expressed in this Agreement, the terms used herein shall have ascribed to them the definitions contained in the Act and the regulations made thereunder. Any reference to the Declaration, the By-Laws, the Rules or the Reciprocal Agreement (if any) is a reference to the applicable document of the Corporation and any reference to any such document or to the Act shall be deemed to include, at any given time, reference to all amendments thereto and substitutions therefor up to that time. Headings are for convenience only and shall not affect the interpretation of this Agreement.

### ARTICLE 2 TERM

- 2.1 The Corporation hereby appoints the Manager to be its sole and exclusive representative and Managing Agent (subject to the overall control of the Corporation and to the specific provisions hereof) to manage the Property for a period of three years (3) years commencing on the first day of March 2022 (the "Commencement Date"), unless terminated in accordance with Article 4 hereof, and for the purpose hereof, to act in the name of the Corporation in the carrying out of the duties of the Manager as herein set out. If the term of this Agreement expires and the Manager continues to perform its duties herein, notwithstanding the expiry of the said term, this Agreement shall be deemed to have been extended from month to month and the Corporation shall compensate the Manager upon the same terms and conditions as herein contained and either party herein may terminate the monthly extension of this Agreement upon giving one month's notice in writing to the other party.
- 2.2 The term of this Agreement shall extend from the 1st day of March 2022, until the 28<sup>th</sup> day of February 2025.

### ARTICLE 3 REMUNERATION

- 3.1 On the first day of each month during the currency of this Agreement, the Corporation agrees to pay to the Manager as compensation for its managerial services rendered under this Agreement the sum of:

**Effective March 1, 2022 S 1,191.71 per month plus applicable taxes**  
**Effective March 1, 2023 S 1,227.46 per month plus applicable taxes**  
**Effective March 1, 2024 S 1,264.29 per month plus applicable taxes**

free and clear of all costs incurred by services provided by third parties in the operation of the premises. The fee shall include all office expenses directly related to this Agreement and the performance of the duties of the Manager under it.

- 3.2 Notwithstanding any other provision of this Agreement to the contrary, in addition to the Management fees, the Corporation shall pay to the Manager an amount equal to any and all goods and services taxes, sales taxes, value added taxes or any other taxes imposed on the Manager with respect to Management fees or any other amounts payable by the Corporation to the Manager under this Agreement, whether characterized as goods and services tax, sales tax, value added tax or otherwise (herein called "value taxes"), it being the intention of the parties that the Manager shall be fully compensated or reimbursed by the Corporation with respect to any and all value taxes payable by the Manager. The amount of value taxes payable by the Corporation shall be calculated by the Manager in accordance with the applicable legislation and shall be paid to the Manager at the same time as the amounts to which the value taxes apply are payable to the Manager under the terms of this Management Agreement or upon demand at such other time or times as the Manager may determine from time to time. Notwithstanding any other provision in this Management Agreement to the contrary, the Manager will have all the same remedies for the rights and recovery of the amount as it has for the recovery of the Management fees under the Management Agreement.

### ARTICLE 4 TERMINATION

- 4.1 Subject to the provisions of Section 4.3 hereof, either the Corporation or the Manager may terminate this Agreement, without cause, with effect as at the last day of a calendar month upon giving to the other party written notice specifying the termination date. Such notice shall be given to such other party prior to the commencement of the period of two (2) full calendar months ending on the date of termination. The Corporation shall be permitted to make payment in lieu of all or part of the notice period. This agreement shall automatically be renewed from month to month with the same terms and conditions, save for the fee payable, which fee shall be increased by an amount mutually agreed to, which will not be more than the percentage increase in the Consumer Price Index (CPI) for the month of February preceding the anniversary date of this Agreement; provided, however, that if the parties mutually agree on a fee not later than sixty (60) days before the commencement of the renewal term, the mutually agreed upon fee shall be payable.
- 4.2 The notice in Section 4.1 hereof shall be given to the other party prior to the commencement of the period of two (2) full calendar months ending on the date of termination. Upon expiration of the notice period, the Manager shall surrender to the Corporation the corporate seal, all contracts, and records of the Corporation as defined by the Condominium Act, 1998 and the by-laws of the Corporation, files and other documents or information which may be pertinent to the continuing operation of the Property and the Corporation shall pay to the Manager any monies due to it as of the date of termination. For a period of twelve (12) months after the termination and for the purpose of settling any dispute or defending any claim, the Corporation shall provide to the Manager at all reasonable times and upon reasonable notice access to all the contracts, records, files and other documents or information pertaining to the Corporation.
- 4.3 In addition to the rights of the parties described herein, this Agreement shall terminate immediately upon the happening of any of the following events:

- (a) At the option of the Corporation, the assignment by the Manager of its contract with the Corporation or the sale of its business, or control of its business, without the approval of the Corporation; or
- (b) the insolvency or bankruptcy of the Manager, or upon the Manager taking steps to wind up its business voluntarily or otherwise (including but without limiting the generality of the foregoing, if the Manager has a petition for a receiving order filed against it; if the Manager makes a proposal in bankruptcy; if the Manager makes an assignment of its property for the benefit of its creditors generally; or if a receiver or a trustee is appointed to manage or investigate the affairs of the Manager); or
- (c) the termination of the government of the Property by the Act; or
- (d) the Manager is insubordinate, reckless or grossly negligent in performing its duties hereunder.

4.4 Upon termination of this Agreement:

- (a) the Manager shall as soon as possible thereafter and within 15 days after the date of effective termination pay over any balance in the Corporation's trust account managed by the Manager remaining to the credit of the Corporation (less any amounts necessary to satisfy commitments properly made by the Manager to others prior to the date of termination), all post-dated cheques, and shall as soon as possible thereafter render a final accounting to the Corporation;
- (b) the Manager shall forthwith surrender to the Corporation or to the Corporation's representative designated in writing all the keys to the Property or any part thereof held by the Manager or any of its employees and all the books and records as defined in the Condominium Act, 1998 and the by-laws of the Corporation, other than accounting books and records, kept by the Manager in relation to the management of the Corporation, which are the property of the Corporation, or that are in the possession of any employees of the Manager, including without limitation, post-dated common expense assessment cheques, contracts, files, plans, drawings, specifications, architectural or engineering documents, manuals, maintenance and repair logbooks and correspondence, provided, however, that the Manager's own files relating to the Corporation shall be excluded;
- (c) all accounting books and records kept by the Manager in relation to the Management of the Corporation which are the property of the Corporation, or that are in the possession of any employees of the Manager, will be surrendered within one calendar month after the termination date, or after an audited statement, if required by either party, is presented;
- (d) the Manager shall deliver the records of the Corporation as instructed by the Corporation notwithstanding that the Manager has not received monies that the Manager believes are due and owing;
- (e) the Corporation shall assume the obligations under any and all contracts which the Manager has properly made for the purpose of arranging the services to be provided pursuant to this Agreement; and
- (f) any liability incurred under this Agreement by either party to the other up to and including the date of termination of this Agreement or which arises from a claim made after the termination with respect to any occurrence prior to the termination, as well as all obligations of each party hereto to the other under this Clause, shall survive the termination of this Agreement.

**ARTICLE 5  
GENERAL MANAGEMENT PROVISIONS**

- 5.1 The Manager hereby accepts the appointment and agrees to manage the Property on behalf of the Corporation in a faithful, expedient, diligent and honest manner.

- 5.2 The Manager acknowledges that it is familiar with the terms of the Act, the Declaration, the By-laws and the Rules of the Corporation, as well as any agreements to which the Corporation is a party.
- 5.3 The Manager fully accepts that its function is to assist the Board of Directors in the operation and administration of the Corporation and of the Property and accepts the relationship of trust and confidence established between itself, the Board of Directors, and the Owners by virtue of entering into this agreement. The Agreement Documents consist of this Agreement, the Declaration, the By-laws, the Rules, and any agreements to which the Corporation is a party.
- 5.4 With respect to commitments binding upon the Corporation, the Manager is an independent contractor, except as that relationship may be changed to that of an agent pursuant to a valid resolution of the Board of Directors or under the express terms and conditions of this Agreement, but not until the Manager has received evidence in writing of any change in its legal relationship. All contracts of the Corporation shall be executed by an authorized signing Officer (or Officers) of the Corporation unless there is an emergency or unless the Manager is specifically directed by a resolution of the Board of Directors to execute contracts on behalf of the Corporation. Without permission of the Board of Directors, the Manager shall not enter into any contract longer than the term of this Management Agreement.
- 5.5 The Manager agrees to furnish efficient business administration and supervision and to perform its responsibilities, both administrative, financial and advisory, in the best manner, consistent with effective management techniques and in the most expeditious and economical manner consistent with the best interests of the Corporation. The Manager shall conduct its duties consistent with the requirements of the Act, the Agreement Documents and with Federal, Provincial and Municipal laws and regulations as they pertain to the operation of the Corporation and of the Property.

#### ARTICLE 6 ENFORCEMENT

- 6.1 The Manager shall take appropriate action within its powers (short of legal proceedings) to enforce the Act, the Declaration, the By-laws and the Rules in accordance with standing instructions obtained by the Manager from the Board or, if these instructions are inadequate in any particular situation, in accordance with directions sought by the Manager from the President or, in the latter's absence, the Vice President; and, when directed to do so by the Board, initiate at the expense of the Corporation, proceedings through the Corporation's solicitor.
- (a) Access to Units
- Subject to compliance with any applicable requirement, condition or restriction imposed by the Act, the Declaration and the By-laws, the Manager, its employees and agents may enter into any unit or exclusive use area of the common elements for the purpose of carrying out the Manager's duties and responsibilities under this Agreement.
- (b) Advise on Documents
- The Manager shall advise and consult with the Board with respect to any possible amendments to the Corporation's Declaration or By-laws, or further by-laws or rules, which in the opinion of the Manager ought to be established to further the harmonious and satisfactory operation of the Property for the common benefit of the Owners.
- (c) Communicate Amendments
- The Manager shall forthwith communicate to all owners the text and import of any amendments to the Declaration or By-laws or further by-laws or rules and any other information which the Board may request that the Manager give to the Owners, provided that any additional expenses incurred by the Manager in the performance of this duty shall be a further charge against the Corporation.

(d) Communication with Third Parties

The Manager shall receive communications from Owners, residents, mortgagees, Government agencies and other interested parties to the Corporation (which communications, when action is required by the Manager or the Board, shall be requested to be in writing except in case of emergency); to the extent that the subject matter of any communication is within the scope of the responsibilities and duties of the Manager under this Agreement, deal with and dispose, or co-ordinate the disposition, of the matter, provided, however, that any matter involving a policy decision or an interpretation of the Act, Declaration, the By-laws or the Rules shall be referred to the Board; and, refer to the Board any communications other than those which the Manager is required to receive and resolve.

(e) Emergencies

The Manager shall deal in the first instance with emergencies; it is understood and agreed by the parties hereto that the Manager shall, in its discretion reasonably exercised, determine whether any emergency exists and, if so, whether the emergency is of a minor or major nature.

ARTICLE 7  
FINANCIAL MANAGEMENT

7.1 The Manager shall provide to the Corporation all appropriate financial management services and, without limiting the generality of the foregoing, agrees to:

- (a) Collect and receive all monies payable by the owners or others to the Corporation in trust for the Corporation, and deposit same into separate trust accounts with a Chartered Bank or Trust Company, in the name of the Corporation by the Manager, with at least one (1) for operating expenses and one (1) for reserve funds. The amount deposited to the reserve fund shall be the amount allocated in the budget of the Corporation. Reserve fund monies will only be used in accordance with Section 93 of the Condominium Act, 1998.
- (b) Make timely payment of all accounts properly incurred by or on behalf of the Corporation. This includes drawing necessary cheques for payment of all expenses incurred by the Corporation in connection with all contracts to perform work or services.
- (c) Execute and file necessary documents and do and perform all acts required under the laws of any Federal, Provincial, Municipal or other Government body or authority, provided, however, that Corporation Tax Returns are to be filed by the Corporation's Auditor.
- (d) Actively pursue the collection of unpaid common expense assessments from the Owners with a view to reducing these receivables to the minimum monthly balance and without incurring additional cost, save in those instances where legal action, including the filing of notices of lien pursuant to Section 85 of the Condominium Act, 1998 and/or issue notices to tenants if any to pay rent to the Corporation is required. It is understood that the Manager shall prepare and file the notice of lien in the appropriate Land Registry Office within the time prescribed by the Act after the date on which the Owner first defaults.
- (e) Until the Corporation shall change the same, the monthly assessments payable by the Owners shall be in accordance with the contributions to common expenses set forth in the declaration and budget. The Corporation agrees that it will not reduce the Manager's best estimate of all expenses of the operation of the Property submitted in accordance with the provisions of this Article 7 hercof, so that the amounts produced thereby are less than the amount necessary to pay all items set forth in said paragraph.
- (f) In the event that the Manager fails to serve a notice of intention to lien and register a notice of lien covering the arrears of common expenses, interest charges

and legal costs within the time specified under the Act resulting in any loss or any additional cost to the Corporation, the Manager shall be directly liable for same to the Corporation. This provision shall survive the termination of this Agreement.

- (g) The Corporation's solicitor shall not be instructed by the Manager to commence Power of Sale or Foreclosure proceedings without obtaining the approval of the Board of Directors.
- (h) Upon receipt of a written request from any person, and receipt of the fee prescribed by regulation under the Condominium Act, 1998, prepare for execution by the Board or, where a resolution of the Board authorizes the Manager to do so, by the Manager, and under the seal of the Corporation, a certificate with respect to the unit in the form and with the contents prescribed by the regulations (a "Status Certificate") and to issue the Status Certificate within the time limit (10 days) prescribed by the Act:
  - (i) be responsible for the accuracy and completeness of all information included in a Status Certificate and related documentation, provided, however, that the Manager shall not be held liable for any error or omission in a Status Certificate if the same results from the failure of the Board to communicate to the Manager pertinent information that it has, either with respect to the specific unit or with respect to the Corporation in general, which should be taken into account in the preparation of the Status Certificate. The Manager shall indemnify and save the Corporation harmless from any damages, demands, claims, costs, losses, actions, suits or obligations whatsoever arising out of any error or omission in the information contained in a Status Certificate of which the Manager had or ought to have had knowledge; this provision shall survive the termination of this Agreement; and
  - (ii) be entitled to the fee prescribed by Regulation pursuant to the Condominium Act, 1998 for the preparation and issuance of Status Certificate and related documentation.
  - (iii) Prepare all accounting and financial reporting which is required under the terms of this Agreement to be provided by the Manager to the Corporation in accordance with the reasonable requests of the Board and/or of the Corporation's auditors (if applicable) as to format and furnish the same within the reasonable time frame prescribed by the Board or (if applicable) the Corporation's auditors.
- (i) Be fully accountable to supervise and direct Corporation staff to ensure that they:
  - (i) file with the Corporation's bank or trust company the appropriate banking documentation provided by and executed by the Corporation's Directors indicating the authorized signing officers of the Corporation who shall sign all cheques drawn on the Corporation's accounts. Standing authorization may be provided by the Board to the Manager for payment of regular utilities accounts and any other accounts as may be authorized by the Board from time to time;
  - (ii) ensure all monies including N.S.F. cheque administration fees and interest collected on behalf of the Corporation shall be held in trust and be used to:
    - (A) pay all accounts properly incurred by or on behalf of the Corporation;
    - (B) arrange and pay for insurance in accordance with the provisions of the Act, Declaration and By-laws in amounts directed by the Board.
- (j) Budget

At least two (2) months prior to the beginning of each fiscal year during the term of this contract, furnish to the Board for its approval, in writing, an estimated

budget for the following year, setting forth by categories the Manager's best estimate of all expenses of the operation of the Property for the coming year, including, without limiting the generality of the foregoing, any taxes payable by the Corporation, insurance premiums, water, gas and electricity charges, and costs of all repairs, renewals, maintenance and supervision of the Property and reserve fund contributions required by the Act. Upon request of the Board or whenever, in the opinion of the Manager, any change from the expenditures forecast in the annual budget makes it desirable to do so, the Manager will submit to the Board a supplementary budget covering the expenses of the operation of the Property for the then remaining portion of the current fiscal year. The Manager will at all reasonable times hold itself available for consultation with the Board for the purpose of establishing or revising the common expenses to be paid by the Owners under the provision of the Act, Declaration and By-laws.

(k) Financial Reporting

Be fully accountable to supervise and direct Corporation staff to ensure that they:

- (i) provide the Board with a nine (9) month and year-to-date itemized unaudited financial statements showing:
  - (A) Corporation income on an accrual basis;
  - (B) dollar amount of common expense assessment collected;
  - (C) dollar amount of expenses by category as compared with budgeted expenses;
  - (D) the names of the Owners who are delinquent in payment of their required contribution to common expenses and the amount of each delinquency, on request;
  - (E) the names and amounts of all other delinquent accounts, on request;
  - (F) particulars of accounts, term deposits, certificates and any other instructions respecting investment income and other assets and liabilities of the Corporation in accordance with generally accepted accounting principles as at the date of the financial statement;
  - (G) particulars of significant variations from budget;
  - (H) income and expense statement;
  - (I) balance sheet;
- (ii) provide the Treasurer of the Corporation on a monthly basis with a copy of the following:
  - (A) General bank statement summary;
  - (B) Reserve Fund bank statement summary and list of Reserve Fund investments and maturity dates;
  - (C) Bank Reconciliation for the General Account;
  - (D) Bank Reconciliation for the Reserve Accounts; and
  - (E) Detailed general ledger analysis.
- (l) Be fully accountable to supervise and direct Corporation staff to ensure that they:
  - (i) keep the Corporation's books of account and retain full and proper records regarding all financial transactions involved in the management of the Property; furnish to the Board monthly financial statements summarizing the transactions made during the month (the Manager hereby



acknowledges that the books and records are the property of the Corporation); and

- (ii) maintain at 391 First Street, Suite 301, Collingwood, Ontario, L9Y 1B3, and make available, all books and records pertaining to the operation of the Property and business of the Corporation, at reasonable times, and upon reasonable notice, whenever requested, to the Corporation, its auditors, any officer of the Corporation, any representative of the Board duly authorized in writing, and any Owner or his or her agent duly authorized in writing.
- (m) Owners' or Mortgagees' Statement

Send a statement as of the date of the last monthly financial statement showing the amount of any unpaid assessments then due, interest thereon, if any, and the amount outstanding, if any, towards the owner's contribution towards common expenses and the reserve fund upon the written request of an owner or mortgagee with respect to his or her unit.

#### ARTICLE 8 PHYSICAL MANAGEMENT

8.1 The Manager shall provide to the Corporation all appropriate physical management services and, without limiting the generality of the foregoing, shall:

- (a) Maintenance And Repair

Arrange for the effective and economical operation, maintenance and repair of the Property (including its equipment) and the assets of the Corporation in accordance with the Act, Declaration and By-laws, including, without limiting the generality of the foregoing:

- (i) arrange for the supply, as required, of natural gas, electricity, water, t.v. services and other public utilities services;
- (ii) carry out the duties of the Manager and the Corporation by means of employees of the Corporation and/or independent contractors as, in each instance, may be more effective or economical;
- (iii) arrange for the repair and maintenance of all lawns, landscaped areas and roads;
- (iv) arrange for pest control; removal of litter and garbage;
- (v) maintain all electrical wiring, circuits, lighting fixtures in the common elements and replace light bulbs;
- (vi) comply with the requirements and regulations of federal, provincial and municipal authorities having jurisdiction (including, without limitation, police and fire departments and the local board of health) which affect the Property and of which the Manager has been notified, including where applicable, litter removal, waste disposal, snow and ice removal, landscaping and grounds maintenance, fire hydrant servicing, exterior and interior painting, alterations and any supervision and maintenance necessary in connection with the Property; not take any action so long as the Corporation is contesting or the Board has affirmed its intention to contest any law, statute, ordinance, rule, regulation or order or any requirement pursuant thereto; and
- (vii) supervise all recreation areas and facilities, where they exist, including the regulation of the use thereof by the Owners.

- (b) Insurance and Claims

- (i) obtain for submission a quotation for all insurance policies of the Corporation due to expire; make arrangements to ensure that the policies of insurance are properly placed without lapse in coverage; and arrange for any appraisal in connection therewith which may be required by the Act and/or the Agreement Documents or the Board;
  - (ii) unless the Board has assumed the responsibility of deciding the details of the Corporation's insurance coverage, ensure that the coverage conforms with the requirements of the Act and/or the Agreement Documents and with generally accepted practice of prudently managed condominium corporations;
  - (iii) take prompt action to deal with any occurrence of personal injury (including death) or property damage of which the Manager or its on-site employees are made aware and which may result in:
    - (A) any claim by the Corporation under any of its insurance policies;
    - (B) any claim by the Corporation against an Owner for damage resulting from the Owner's default in the performance of an obligation to maintain and repair; or
    - (C) any other claim by or against the Corporation;(such action shall include, without limitation, taking steps appropriate in the circumstances to end the cause of the injury or damage and locating and preserving the evidence of the cause of the occurrence);
  - (iv) monitor and make available to the Board (or if prompt action is required, to an appropriate officer of the Corporation) developments in the processing of insurance or other claims by or against the Corporation, and see that the rights of the Corporation in respect of the claims are protected, including the filing of a notice of claim but excluding the adjusting of any loss.
- (c) Site Manager-Inspections
- Provide at the Manager's own expense the services of a bonded Property Manager to inspect the common elements with a frequency to be mutually agreed upon between the Manager and the Board of Directors.
- Inventory
- Maintain an up-to-date list on an annual basis all inventory, equipment and chattels forming part of the assets of the Corporation including, without limiting the generality of the foregoing, all furniture, gardening equipment, cleaning equipment and supplies, and office equipment and supplies, and supply an up-to-date inventory list to the Board of Directors upon request.
- (d) Preventive Maintenance
- Prepare a maintenance, repair and related costs record of all major equipment, structures and chattels and safeguard all available working drawings, as built blueprints, maintenance and operating manuals for mechanical and electrical systems on the Property that have been delivered to the Manager;
- (e) Construction Defects
- Use best efforts to see that any building deficiency required by the Corporation to be repaired or rectified, if any, by the builder is corrected and pursue any deficiency repairs short of legal action under warranties applicable to the common elements of the Corporation.
- (f) Spending Authority and Deficit Financing

- (i) the annual budget shall constitute the major control under which the Manager shall operate, and there shall be no substantial deviations therefrom, excluding such expenses as utilities, insurance and other expenses not within the control of the Manager, except as may be approved in writing by the Board. Provided, however, that emergency repairs involving manifest danger to life or property, or immediately necessary for the preservation and safety of the Property, or for the safety of the Owners and residents, or required to avoid the suspension of any necessary services to the Property, may be made by the Manager irrespective of the cost limitation imposed by this paragraph. Notwithstanding this authority as to emergency repairs, the Manager shall, if at all possible, confer immediately with the Board regarding the expenditure;
- (ii) it is specifically understood that the Manager does not undertake to advance any of its own funds on behalf of the Corporation, and in the event monies are not available, the Manager will not in any event be liable to perform any services which require the expenditure by it of its own funds and it will not be required to pledge its credit, and shall only be required to perform its services and make disbursements to the extent that and so long as payments received from assessments or other revenue, if any, of the Corporation shall be sufficient to pay the cost and expense of the services and the amounts of the disbursements. If it shall appear to the Manager that the assessments and other revenue, if any, of the Corporation are insufficient to pay same, the Manager shall so notify the Corporation in detail of that fact and request the Corporation to increase the monthly assessments;
- (iii) the Manager shall not authorize the rendering of any services or purchase of any item estimated to cost in excess of an amount to be stipulated by a Board resolution for any one (1) item without first obtaining the Corporation's approval to proceed. The Manager shall first obtain three (3) or more independent estimates of the cost of the work or services unless the Board instructs the Manager in writing that the independent estimates are not necessary in the circumstances. If in the Manager's opinion there exists a hazardous situation which could cause personal injury or damage to the Property of the Corporation or its equipment or contents or which could impair the value of the Owners' investment at a time when the Corporation or its representative cannot reasonably be located for the purpose of giving approval for the work, or if failure to do the work could expose either the Corporation or the Manager or both to the imposition of penalties, fines, imprisonment or any other substantial liability, then the Manager is hereby authorized to proceed with the work as in its discretion it determines to be urgently necessary for the protection and preservation of the Property of the Corporation or to protect the Owners' investment therein or to protect the Corporation or Manager from exposure to fines, penalties, imprisonment or any other substantial liability, subject, however, in each and every instance to the Act and specifically Section 123 thereof. The Manager shall in the case of a hazardous situation immediately report to the Board regarding the expenditure.

(g) Affiliates

Not engage any parent or subsidiary or any person, firm or corporation associated, affiliated or otherwise connected with it (hereinafter called "affiliate") to perform any work or services for the Corporation, unless the Manager is acting in the best interest of the Corporation and its actions do not constitute a breach of any fiduciary relationship with the Corporation, subject however to the following provisions:

- (i) where the cost of performing work or services does not exceed the sum of \$500.00, the Manager shall be entitled to have the work or service performed by the affiliate; and

- (ii) any work or services to be performed, the cost of which exceeds the sum of \$500.00 shall not be performed by any affiliate unless the Manager has first obtained and delivered to the Board three written tenders from parties other than the affiliate and has the work performed by the affiliate at a cost as approved by the Board. The foregoing conditions shall not apply where failure to effect immediate action would result in loss of life or limb and would be likely to cause extensive damage to the Property, its equipment or contents, or property belonging to owners at a time when no representatives of the Board can reasonably be located for the giving of approval for the work, or if failure to carry out the work would result in the imposition of fines, penalties, imprisonment or any liability.
- (h) Supervision
  - (i) use reasonable diligence to ensure that contracts and agreements between the Corporation and any supplier of materials, goods and/or services are performed in accordance with their terms; inform the Board and hold back full payment to the contractor in the event performance is considered by the Manager to be inadequate or contrary to the agreed terms; and take advantage of all trade discounts by prompt payment of trade invoices where services are properly performed and/or material provided in accordance with the contract; and
  - (ii) retain or cause to be retained holdbacks required by the Construction Lien Act, R.S.O. 1990 and use its best efforts to ensure that no claim or lien shall be filed against the title to the Property in respect of any work which may be carried out on behalf of the Corporation and, if a claim or lien shall be filed in respect of the work, inform the Board and forthwith take all necessary steps to have the same removed and discharged.
- (i) Management Staff

Provide that an experienced property Manager be located on the Corporation's premises. The Manager shall have R.C.M.

Also, the Manager shall keep the Board advised of the telephone number or numbers at which an agent or employee of the Manager may be reached at any time during normal business hours in respect of any infraction of the Act, the Declaration, the By-laws, the Rules or any other policies or directives of the Board, or at any time during the day or night in respect of any emergency involving the property. The Manager will make all arrangements to deal promptly with the infractions and immediately deal with any emergency arising in connection with the maintenance and operation of the Property of the Corporation.
- (j) Building Attendance

One (1) full-time/part-time Property Manager and/or one (1) Assistant Manager shall attend to the business of the Corporation. The Manager shall visit the Property a minimum of 1 day per week and for a duration as mutually agreed upon by the property Manager and the Board:
- (k) Meeting Attendance

Provide, at the Manager's own expense, services of the Property Manager to attend all Board meetings and all meetings of Owners called pursuant to the Act. When specifically requested by the Board, provide at the expense of the Corporation, any additional services which the Corporation may require, including scheduling and arranging of facilities for all annual, general, or special meetings of the members of the Corporation, and attendance at the meetings of a recording secretary or any other staff necessary to operate and manage ballots, all at a cost to be mutually agreed upon in advance.

(l) Register

Maintain, at the Corporation's expense, a computerized register in accordance with the Act; use best efforts to keep an up-to-date record of the names and addresses of all unit Owners, those mortgagees who have notified the Corporation of their entitlement to vote and of any tenants about which the Corporation has been notified in accordance with §.83 or other occupants of which the Manager has knowledge (the Corporation hereby acknowledges that it is responsible for forwarding forthwith to the Manager any written notice or other communication received by any Director or Officer of the Corporation from mortgagees or other person claiming an interest in any unit); and provide on an annual basis an updated list of Owners, residents, tenants and mortgagees, record the information shown in the register and, on a monthly basis as part of the Manager's monthly report to the Board, on request, a list of the changes among Owners, residents and tenants that have occurred in the preceding months.

(m) Alternative Arrangements

Attempt to make alternative arrangement to ensure that normal maintenance of property services and equipment proceeds on schedule where the services may be disrupted by a strike or lock-out, or by negotiations with trade unions with respect to the Manager's employees or employees of its affiliates or subsidiaries;

(n) Manager's Report

- (i) present to the Board at each regularly scheduled Board meeting a written Manager's Report, to serve as a form of communication from the Manager to the Board, which Manager's Report shall reflect, without limitation the directives of the Board to the Manager and show the actions of the Manager with respect to the directives of the Board;
- (ii) forthwith report to the Board together with any minor emergencies or persistent, flagrant or serious violations of the Act, Declaration, By-laws or Rules; and
- (iii) report to the Board any changes in employees of the Corporation.

(o) Occurrence Report

- (i) deliver to the Board an Occurrence Report in respect of any significant accident, emergency, break-down or other situation or occurrence which in the opinion of the Manager ought to be brought to the attention of the Board; and follow up the occurrence so reported by informing the Board of the disposition of the occurrence or as the Board may require.

(p) Additional Costs

- (i) Unless otherwise specified herein, the management services specified above shall be provided within the fee specified, but the Manager shall be entitled to reimbursement for mailing costs of notices and for reproduction and/or distribution costs incurred whenever the Corporation shall require that additional and/or duplicate records and/or information be provided to anyone other than the Board of Directors. No other disbursements shall be made by the Corporation to the Manager except where authorization has previously been granted by the Board in writing for services or expenses incurred by the Manager on behalf of, or as specifically requested by, the Corporation through its duly authorized representatives. In respect of all matters for which the Manager claims to have the right to charge an additional or extra fee, no additional or extra fee shall be chargeable for any service or extra service unless the Corporation or its Treasurer from time to time is notified in advance that an extra charge will be made for the extra service and unless after notice is given that the work or service is satisfactorily completed and approved by the Board of Directors.

- (ii) Additional fees for additional services can be charged provided the Corporation is notified in advance and agrees to the charge. The Manager will be reimbursed for reproduction and distribution costs whenever the Corporation asks that information be provided to anyone other than the Board of Directors.
- (q) Privacy
  - (i) Monitor implementation of the Corporation's privacy policy and work with the Board of Directors to develop practices and procedures to ensure that the Corporation is complying with its obligations under the Personal Information Protection and Electronic Documents Act ("PIPEDA") with respect to the collection, use and disclosure of personal information and to ensure that the Corporation obtains confidentiality covenants from all third party service providers in which those providers covenant to comply with PIPEDA with respect to personal information obtained about owners and residents of the Corporation and work with the Board to develop practices and procedures to ensure that the Corporation is in compliance with this obligation under PIPEDA.

## ARTICLE 9 DUTIES OF CORPORATION

### 9.1 The Corporation shall:

- (a) co-operate with the Manager to the extent required to perform expeditiously and economically the management services required under this Agreement, and provide the Manager with evidence and authority by way of certified copies of resolutions or otherwise, and any specific directions as the Manager may reasonably require.
- (b) deliver to the Manager copies of the Declaration, By-laws and Rules together with any written policies and directives of the Board of Directors, and amendments thereto.
- (c) provide at the expense of the Corporation any plans, drawings specifications and architectural or engineering assistance which may be necessary or desirable to enable the Manager to discharge its duties pursuant to this Agreement, provided, however, that the Board or its designated representative from time to time shall authorize retaining the assistance before any expense is incurred therefor.
- (d) reimburse the Manager promptly for any monies which the Manager may elect to advance for the account of the Corporation, it being agreed that nothing contained herein shall be construed to obligate the Manager to make any advance.

## ARTICLE 10 INDEMNIFICATION

- 10.1 During and after the termination of this Agreement, the Manager shall indemnify and save the Corporation completely free and harmless from any and all damages or injuries to persons or property or claims, actions, obligations, liabilities, costs, expenses and fees incurred during the term of this Agreement by reason of the negligence of the Manager or any of its employees and the Manager agrees to carry comprehensive and professional liability insurance and to provide the Corporation with a Certificate of Insurance prior to the effective date of this Agreement and thereafter annually as evidence that it is maintaining liability and blanket insurance for the purposes of indemnifying the Corporation pursuant to this Agreement, showing a limit of not less than one million dollars (\$1,000,000.00) inclusive. The Manager agrees to provide the Corporation with at least thirty (30) days prior written notice of cancellation or any material changes in the provisions of its insurance policy.
- 10.2 All employees of the Manager working at the Property will be covered by a fidelity bond for a minimum amount of \$25,000.00 in the name and at the expense of the Manager and the Manager will take reasonable steps to ensure the competency and integrity of non-

affiliated companies engaged to perform work at the Property. The Manager will provide evidence of said bond prior to the contract becoming effective and annually thereafter as long as this Agreement is in force. The fidelity bond shall not be terminated by either the insurer or the Manager unless sufficient prior notice of cancellation has been delivered by Registered Mail to the Corporation, all members of the Board and, if applicable, to the Corporation's auditors.

- 10.3 Subject to subsection 10.1, the Corporation agrees to indemnify and save harmless the Manager from any and all liability and from all claims and demands arising out of damage or injuries to persons or property in or about or in any way connected with the Property and defend at the expense of the Corporation all suits which may be rendered against the Manager on account thereof; except in the case of negligence, or willful damage or injury on the part of or caused by the Manager, its servants or agents, in which case all costs, damages, injury and liability shall be borne exclusively by the Manager. It is further provided that nothing contained in this subparagraph shall release the Manager or its employees, or agents, from any liability to the Corporation in respect of a breach of any of the Manager's covenants herein contained.

#### ARTICLE 11 PRIVACY

- 11.1 The Manager represents and warrants to the Corporation that it will fully comply with its obligations under all applicable privacy laws including the Personal Information Protection and Electronic Documents Act, with respect to the collection, use and disclosure of personal information relating to the owners and residents of the Corporation.

#### ARTICLE 12 NOTICE

- 12.1 All notices required or permitted to be given hereunder shall be sufficiently given:
- (a) to the Corporation if signed by or on behalf of the Manager, and delivered or mailed by prepaid registered post addressed to the Corporation at its registered address for service;
  - (b) to the Manager if signed by or on behalf of the Corporation and delivered or mailed by prepaid registered post to the Manager at its last known address or by electronic transmission and
  - (c) all notices shall be deemed to have been received on the date of delivery if delivered by personal service, facsimile transmission or electronic transmission or on the third business day following the date of the mailing as the case may be.

#### ARTICLE 13 PLURAL INVALIDITY

- 13.1 Where applicable, or where required by the context, all references herein in the singular shall be construed to include the plural.
- 13.2 If any portion of this Agreement shall be for any reason declared invalid or unenforceable, the validity of any of the remaining portions of this Agreement shall not be thereby affected, and the remaining portions shall remain in full force and effect as if this Agreement had been executed with the invalid portion eliminated, and it is hereby declared the intention of the parties hereto that they would have executed the remaining portion of this Agreement without including therein any portion thereof that might be declared invalid.

**ARTICLE 14  
ASSIGNMENT**

- 14.1 This Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors, and assigns subject to the proviso that it shall not be assigned by either party without the written consent of the other party.

**ARTICLE 15  
ENTIRE AGREEMENT**

- 15.1 This Agreement constitutes the entire agreement between the Manager and the Corporation and it is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement other than expressed herein.

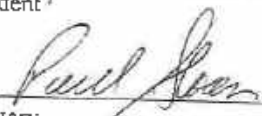
**ARTICLE 16  
EXECUTION**

IN WITNESS WHEREOF the parties hereto have affixed their corporate seals under the hands of their proper officers in that behalf

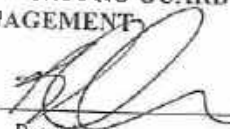
Dated this 14 day of Feb, 2022.

**Simcoe Condominium Corporation No. 192**

Per:   
President

Per:   
Secretary

**970029 O/A PRO GUARD PROPERTY  
MANAGEMENT**

Per:   
President



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Atrens-Counsel  
Insurance Brokers

Part of Arthur J. Gallagher Canada Limited

## CERTIFICATE OF INSURANCE

This is to certify that insurance described below has been effected with the Insurer(s) shown, subject to the terms and conditions of the policy applicable.

**NAMED INSURED:** SIMCOE CONDOMINIUM CORPORATION NO. 192

**ADDITIONAL NAMED INSUREDS:** ALL REGISTERED UNIT OWNERS FROM TIME TO TIME AND ALL REGISTERED MORTGAGEES FROM TIME TO TIME

**PROPERTY INSURED:** 1-33 Barker Boulevard  
Collingwood, Ontario  
L9Y 4T9

**TERM:** March 13, 2023 TO: March 13, 2024

**COMMERCIAL PACKAGE POLICY NO.** 501600136

**PROPERTY:** Form: Comprehensive All Risk Policy  
Amount of Insurance: \$9,840,131.00  
Deductibles: \$ 10,000.00 STANDARD  
\$ 10,000.00 SEWER BACKUP & WATER DAMAGE  
\$ 50,000.00 FLOOD  
\$ 50,000.00 EARTHQUAKE  
Company: Novex Insurance Company 50%  
Aviva Insurance Company of Canada 25%  
Millennium Insurance 20%  
Tokio Marine Canada Ltd. 5%

### **COMPREHENSIVE GENERAL LIABILITY:**

Novex	Limit of Liability:	\$5,000,000.00
Novex	Excess Limit of Liability:	\$5,000,000.00

### **DIRECTORS AND OFFICERS LIABILITY:**

Novex	Limit of Liability:	\$2,000,000.00
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### **BOILER AND MACHINERY:**

Limit per Accident:	\$9,840,131.00
Company:	Aviva Insurance Company of Canada
Policy Number:	81638409-3017

This document is furnished as a matter of courtesy and only as information of the fact that Policies have been concurrently prepared. It is not a contract, confers no right upon any person and imposes no liability on the Insuring Companies. A Photocopy of this executed Certificate may be relied upon to the same extent as if it were an original executed certificate.

ATRENS-COUNSEL INSURANCE BROKERS  
Part of Arthur J. Gallagher Canada Limited

Date: March 1, 2023

  
Authorized Representative

*Your Protection is Our Business*