



**vallee**

*Consulting Engineers,  
Architects & Planners*

January 12, 2026

Norfolk County Planning Department  
Community Development Division  
12 Gilbertson Drive,  
Simcoe, ON N3Y 3N3

**Attention: Alicia Cull, BES, MCIP, RPP, Ec.D. | Manager of Planning Services**  
**Reference: Suttos Trail – Roll# 40100112650 & 40100112110**  
**Common Element Condominium and Condominium Exemption Application**  
**SPPL2021021**  
**Our Project 19-068**

---

G. Douglas Vallee Limited has been retained by Henry Boer to make Common Element Condominium and Condominium Exemption Application for a group townhouse complex located east of Hunt Street North and north of Queensway West and south of the Sutton Conservation Area in Simcoe, Norfolk County. The complex is comprised of 42 units in 11 buildings with 84 parking spaces (2 per unit), 14 visitor spaces (1 per 3 dwellings), Type A accessible parking and a stormwater management pond. The street layout is comprised of 4 roads, 2 main streets and 2 secondary streets, with a general and emergency access point from Hunt Street North located on the west side of the site. Additionally, this development has been designed to meet the county's waste management criteria as well as its storm water management criteria. A condominium exemption is also being requested as the proposed common element condo has undergone site specific approvals by Norfolk County, including approved site plans and site plan agreement.

Please accept this package as our formal application for the following planning applications:

- Common Element Condominium Exemption

Included with the application are the following documents:

- Signed Norfolk County Common Element Condominium Exemption application form
- Draft Plan of Condominium prepared by JD Barnes Ltd, dated May 29<sup>th</sup>, 2025
- Common Element Condominium Declaration
- Please advise on the application fee, including the amount and when it is due.

We look forward to continuing to work with you on this project and your comments regarding this matter.

Best regards,

James Canzano, BA Spec Hons  
Planner  
**G. DOUGLAS VALLEE LIMITED**  
Consulting Engineers, Architects & Planners

H:\Projects\2019\19-068 Hunt St Condos - Suttos Trail\Planning\Condo Exemption\Working\Draft Submission Package\0\_2026.01.12 Cover Letter.docx

## **Development Application for Draft Plan of Subdivision / Vacant Plan of Condominium**

### **Complete Application**

The application must be completed by the owner or authorized agent. Where the application is being submitted by an agent, the owner's written authorization is required. If the lands subject to this application are owned by more than one owner, the authorization of all owners is required. Submission of this application constitutes consent for authorized municipal staff to inspect the subject lands.

It is the responsibility of the applicant to research and evaluate the site and the proposal to ensure that the development will protect and preserve the health, safety and welfare of future residents. Sufficient studies for the completion of the application should be carried out prior to submission and should be reflected in the application form.

The requested information in this application form must be provided by the applicant and will be used to process the application pursuant to the requirements of Section 51 of the Planning Act, Ontario [Regulation 544/06](#), and the Condominium Act.

A pre-submission meeting may be requested by staff or arranged at the request of the applicant. A pre-submission review is not required prior to submission of this application but can be provided upon request.

### **Online Application Process**

All applications must be submitted online via the County's CityView Portal. The portal can be accessed here: [Welcome - CityView Portal](#). The applicant will submit the materials required as part of a complete application. Once the County confirms receipt of a complete submission, the applicant will be contacted and provided further direction for payment options.

### **Pre-Consultation Meeting:**

Pre-consultation is highly recommended for Draft Plan of Subdivision or Vacant Plan of Condominium applications. The purpose of a pre-consultation meeting is to provide the applicant with an opportunity to present the proposed development, discuss opportunities and constraints, and for the County and Agency staff to identify the submission requirements. The requirements, as detailed in the pre-consultation meeting notes, are valid for one year after the meeting date.

If the application for draft plan of subdivision/condominium is being submitted in conjunction with an application for a Zoning By-law Amendment and/or application for an Official Plan Amendment, all applications must be completed and submitted together.



## **User Fees:**

The planning application fee will be determined when the application can be deemed complete according to Norfolk County Community Planning user fees: [User Fees | Norfolk County](#)  
Cash, debit, credit or cheque payable to Norfolk County in the amount set out in the user fees By-Law that will be accepted and deposited once the application has been deemed complete.

An additional agency plan review fee may apply. Please see below for more information and forward fees directly to the applicable agency, as required:

### **Grand River Conservation Authority**

[Plan Review fees | Grand River Conservation Authority](#)

### **Long Point Region Conservation Authority**

[Planning Fees - Long Point Region Conservation Authority](#)

## **Development Application Process**

Additional studies required for a complete application shall be at the applicant's sole expense. Peer reviews may be necessary to review particular studies at the applicant's expense. In these cases, Norfolk County staff will select the company to complete the peer review.

The County will refund the original fee if applicants withdraw their applications before circulation. If your drawings are recirculated, there will be an additional fee. If more than three reviews of engineering drawings are requested due to revisions by the owner or failure to revise engineering drawings as requested, the County will charge an additional fee.

## **Contact Us**

For additional information or assistance completing this application, please contact a Planner at 519-426-5870 or [planning@norfolkcounty.ca](mailto:planning@norfolkcounty.ca).

The information submitted on this form is collected under the authority of the Freedom of Information and Protection of Privacy Act (FIPPA) and Municipal Freedom of Information and Protection of Privacy Act (MFIPPA) for Norfolk County employees to use for the purpose of preparing and registering a development agreement.

Questions about the collection of personal information through this form may be directed to the Agreement and Development Coordinator or Information and Privacy Coordinator, Corporation of Norfolk County, 50 Colborne Street South, Simcoe ON



**For Office Use Only:**

File Number	_____	Public Notice Sign	_____
Related File Number	_____	Application Fee	_____
Pre-Consultation Meeting	_____	Conservation Authority Fee	_____
Application Submitted	_____	Well & Septic Info Provided	_____
Complete Application	_____	Planner	_____

**Check the type of planning application(s) you are submitting.**

- Draft Plan of Subdivision
- Vacant Plan of Condominium
- Condominium Exemption

Please describe the proposed development

A group townhouse complex located east of Hunt Street North and north of Queensway West and south of the Sutton Conservation Area in Simcoe, Norfolk County

**Property Assessment Roll Number:** 40100112650 & 40100112110

**A. Applicant Information**

*Note: It is the responsibility of the owner to notify the Planner of any changes in ownership or authorized applicant within 30 days of such a change*

**Registered Owner(s)**

Company Name: <u>2619819 Ontario Limited</u>	Phone number: <u>519.426.1685 / 519.861.0915 (cell)</u>
Contact Name: <u>Henry Boer</u>	E-mail: <u>boerhomes@live.com</u>
Address: <u>59 Decou Rd</u>	Date property was acquired: <u>2019</u>
Municipality/Postal Code: <u>Simcoe, N3Y 4K2</u>	

**Authorized Applicant (if different than registered owner)**

Company Name: <u>same as owner</u>	Municipality/Postal Code: _____
Contact Name: _____	Phone number: _____
Address: _____	E-mail: _____

**Authorized Agent**

Company Name: <u>G. Douglas Vallee Limited</u>	Address: <u>2 Talbot Street North</u>
Contact Name: <u>Eldon Darbyson</u>	Municipality/Postal Code: <u>Simcoe, N3Y 3W4</u>



Phone number: 519.426.6270x1009

E-mail: eldondarbyson@gdvallee.ca

**Name of Surveyor**

Company Name: J.D Barnes

Municipality/Postal Code: Simcoe, ON, N3Y 4K2

Contact Name: Jennifer McKay

Phone number: 519-426-0842

Address: 650 Ireland Road

E-mail: jmckay@jdbarnes.com

**Name of Solicitor**

Company Name: Boddy Ryerson LLP

Municipality/Postal code: Brantford, ON N3T 5T3, Box 1265

Contact Name: Wendy L. Newton

Phone number: (519) 753-8417

Address: 172 Dalhousie St., Suite 101

E-mail: WNewton@boddy-ryerson.com

Please specify to whom all communications should be sent. Unless otherwise directed, all correspondence and notices in respect of this application will be forwarded to the owner and agent noted above.

Owner

Applicant

Agent

Names and addresses of any holder of any mortgagees, charges or other encumbrances on the subject lands:

**B. Location, Legal Description and Property Description**

1. Legal description (include Geographic Township, Concession Number, Lot Number, Block Number and Urban Area or Hamlet):

PLAN 182 BLK 10 PT LOTS 2 TO, 7 BLK 11 LOTS 28 TO 34 PT, LOT 27 PT MATHER ST AND RP,37R6236 PART 2 Simcoe

Municipal address:  
Not Assigned

Present Official Designation(s):  
Urban Residential, Hazard Lands

Present zoning:  
Residential R6, Hazard Lands

Date of acquisition of the subject property (if known): Unknown

2. Is the property encumbered by any easements (existing or proposed)? If so, please describe:

NK185455 Transfer Easement Hydro One, NK185458 Enbridge Easement, NK185459 Bell Easement, NK182957 Long Point Easement, NK180639 Norfolk Transfer Easement, Forthcoming East Link easement for communications

3. Please complete the description of proposed uses:

Proposed Land Uses	Number of Residential Units	Number of Lots/ Blocks	Area in Hectares	Density Proposed (Units Per Hectare)	Parking Provided
Single Detached Dwellings	See Draft Reference Plan				
Semi-Detached Dwellings					
Townhouse Dwellings (street, stacked, group)					
Apartments Residential					
Additional Residential Units					
Other residential (Specify)					
Commercial					
Office					
Industrial					
Institutional					
Open Space (i.e. parks)					
Agricultural					
Roads					
Other (specify)					
<b>TOTAL</b>					

4. Additional information for Vacant Plan of Condominium applications only:

i. Describe the condominium details:

\_\_\_\_\_

\_\_\_\_\_

ii. Has the site plan been approved?  Yes  No

Site plan file number: \_\_\_\_\_

iii. Has a site plan agreement been registered?  Yes  No

- iv. Has a building permit been issued?  Yes  No
- v. Is the proposed development under construction?  Yes  No
- vi. Is this a conversion of an existing building containing rental residential units?  
 Yes  No  
If yes, indicate the number of units to be converted: \_\_\_\_\_
- vii. Does the development include affordable housing units?  Yes  No  
If yes, indicate the number of units to be converted: \_\_\_\_\_

**C. Existing Land Uses for the Site and Surrounding Area**

- 1. Describe the existing use and if known the length of time the existing uses have continued on the subject lands:  
Unknown - lands have been vacant for decades  
\_\_\_\_\_  
\_\_\_\_\_
- 2. Are any existing buildings on the subject lands designated under the Ontario Heritage Act as being of significant heritage value or interest?  
 Yes  No  
If yes, identify and provide details of the building:  
\_\_\_\_\_  
\_\_\_\_\_
- 3. Indicate land use of abutting properties  
Residential, Commercial, Provincially Significant Wetlands  
\_\_\_\_\_  
\_\_\_\_\_
- 4. Is the proposal part of a phased development? If so, provide the name of the phased development and associated file number of the previous phases:  
\_\_\_\_\_
- 5. Has the subject property ever been or currently is the subject of a Planning Act application?
  - Plan of Subdivision  Yes  No
  - Official Plan Amendment  Yes  No
  - Zoning Bylaw, or Zoning Order Amendment  Yes  No



- Site Plan  Yes  No
- Consent/Minor Variance  Yes  No

If yes, please indicate the application file number and the status of the application SPPL2021021, PLPLPL2025334

6. Is the subject property covered by a Minister’s zoning order?

Yes  No

If yes, indicate the Ontario Regulation Number: \_\_\_\_\_

7. Is the water, sewage, or road works associated with the proposed development subject to the provisions of the Environmental Assessment Act?

Yes  No

8. Related Planning Applications – List all existing and proposed development applications affecting lands within 120 metres of the subject property:

Type of Planning Act application	File No.	Address
<u>Zoning By-law Amendment</u>	<u>ZNPL2025226</u>	<u>295 QUEENSWAY W</u>
<u>Part Lot Control Application</u>	<u>PLPLPL2025334</u>	<u>Subject Lands</u>
_____	_____	_____
_____	_____	_____

**D. Previous Use of Lands:**

1. Has there been industrial or commercial use on the subject lands or adjacent lands?

Yes  No  Unknown

If yes, specify the uses (for example: gas station or petroleum storage):

Adjacent Truck and Trailer Repair

2. Is there reason to believe the subject lands may have been contaminated by former uses on the site or adjacent sites?

Yes  No  Unknown

Provide the information you used to determine the answers to the above questions:

Owner

3. If you answered yes to any of the above questions in Section D, a land uses inventory listing all known former land uses of the subject lands, and/or when applicable, the adjacent lands, is required.

Is the land use inventory of former land uses attached?  Yes  No

### E. Provincial Policy

1. Complete the following Environmental Features, Infrastructure and Development Context table as required:

<b>Environmental Features, Infrastructure and Development Context</b>	<b>On-site</b>	<b>Within 500 metres</b>
Class I Industrial Use <sup>1</sup>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Class II Industrial Use <sup>1</sup>	<input type="checkbox"/>	<input type="checkbox"/>
Class 3 Industrial Use <sup>1</sup>	<input type="checkbox"/>	<input type="checkbox"/>
Landfill site	<input type="checkbox"/>	<input type="checkbox"/>
Sewage treatment plant and waste stabilization plant	<input type="checkbox"/>	<input type="checkbox"/>
Significant wetlands	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Significant habitat of endangered and threatened species	<input type="checkbox"/>	<input type="checkbox"/>
Significant fish habitat, valley lands, areas of natural and scientific interest, wildlife habitat	<input type="checkbox"/>	<input type="checkbox"/>
Sensitive groundwater recharge areas, headwaters and aquifers	<input type="checkbox"/>	<input type="checkbox"/>
Erosion hazards	<input type="checkbox"/>	<input type="checkbox"/>
Floodplains	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Active railway line	<input type="checkbox"/>	<input type="checkbox"/>
Existing and/or planned controlled access highways or freeways	<input type="checkbox"/>	<input type="checkbox"/>
High voltage electric transmission line	<input type="checkbox"/>	<input type="checkbox"/>
Agricultural operations	<input type="checkbox"/>	<input type="checkbox"/>
Mineral aggregate resource area	<input type="checkbox"/>	<input type="checkbox"/>
Mineral aggregate operations	<input type="checkbox"/>	<input type="checkbox"/>
Existing pits and quarries	<input type="checkbox"/>	<input type="checkbox"/>
Significant archaeological resources	<input type="checkbox"/>	<input type="checkbox"/>
Hazardous sites <sup>2</sup>	<input type="checkbox"/>	<input type="checkbox"/>
Source water protection (Wellhead Protection Area (WHPA) A, B or C; Issue Contributing Area; Intake Protection Zone)	<input type="checkbox"/>	<input type="checkbox"/>

<sup>1</sup> Class 1, 2,3 Industrial Use – Refer to [D-6-1 Industrial Categorization Criteria](#) of the Ministry of the Environment Conservation and Parks

<sup>2</sup> Hazardous sites - means property or lands that could be unsafe for development and site alteration due to naturally occurring hazards.

2. For each feature or development circumstance of potential concern identified in Section E.1. explain how regard was had to the Provincial Planning Statement.

Site Plan Approval was obtained for this development

---



---

3. It is owner’s responsibility to be aware of and comply with all relevant federal or provincial legislation, municipal by-laws or other agency approvals, including the Endangered Species Act, 2007. Have the subject lands been screened to ensure that development or site alteration will not have any impact on the habitat for endangered or threatened species further to the Provincial Planning Statement?

Yes  No

If no, please explain: \_\_\_\_\_

## F. Servicing and Access

1. Indicate what services are available or proposed:

### Water Supply

Municipal piped water

Individual wells

Communal wells

Other (describe below):

### Storm Drain

Storm sewers

Open ditches

Other (describe below):

### Sewage Treatment

Municipal sewers

Communal system

### Existing or proposed access to subject lands

Municipal road

Provincial highway



Septic tank and tile bed in good working order

Unopened road

Other (describe below):

Name of road/street: Hunt Street North  
Other (describe below):

2. Is the property located within a designated municipal drain boundary?

Yes

---

**G. Other Information**

1. Does the application involve a local business?  Yes  No

If yes, how many jobs are provided on the subject lands?

---

2. Is there any other information that you think may be useful in the review of this application? If so, explain below or attach on a separate page.

Please see cover letter prepared by G. Douglas Vallee Limited

---

---

---

The following additional plans, studies and reports, including but not limited to, **may** also be required as part of the complete application submission:

- Zoning Deficiency Form
- On-Site Sewage Disposal System Evaluation Form (to verify location and condition)
- Architectural Plan
- Buildings Elevation Plan
- Cut and Fill Plan
- Erosion and Sediment Control Plan
- Grading and Drainage Control Plan (around perimeter and within site) (existing and proposed)
- Landscape Plan
- Photometric (Lighting) Plan

- Plan and Profile Drawings
- Site Servicing Plan
- Storm water Management Plan
- Street Sign and Traffic Plan
- Street Tree Planting Plan
- Tree Preservation Plan
- Archaeological Assessment
- Heritage Impact Assessment
- Environmental Impact Study
- Agricultural Impact Assessment
- Functional Servicing Report
- Geotechnical Study / Hydrogeological Review
- Minimum Distance Separation Schedule
- Noise or Vibration Study
- Record of Site Condition
- Stormwater Management Report
- Traffic Impact Study – please contact the Planner to verify the scope required

All other requirements as per the pre-consultation meeting will apply. All final plans must include the owner's signature as well as the engineer's signature and seal. The statement of acknowledgement must be signed in this regard.

"I confirm that the required drawings have been completed and submitted as specified in the general requirements along with the requirements outlined in the Pre-consultation notes. I understand that the application may not be deemed complete until planning staff are satisfied with the content and format of the required drawings."



\_\_\_\_\_  
Authorized Applicant/Agent Signature

2026.01.08

\_\_\_\_\_  
Date

**I. Transfers, Easements and Postponement of Interest**

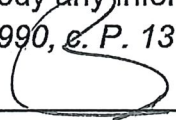
The owner acknowledges and agrees that if required, it is their solicitor's responsibility on behalf of the owner, to disclose the registration of all transfer(s) of land and/or easement in favour of the County and/or utilities. Also, the owner further acknowledges and agrees that it is their solicitor's responsibility on behalf of the owner for the registration of postponements of any charges in favour of the County.

**J. Permission to Enter Subject Lands**

Permission is hereby granted to Norfolk County officers, employees or agents, to enter the premises subject to this application for the purposes of making inspections associated with this application, during normal and reasonable working hours.

**K. Freedom of Information**

For the purposes of the *Municipal Freedom of Information and Protection of Privacy Act*, I authorize and consent to the use by or the disclosure to any person or public body any information that is collected under the authority of the *Planning Act, R.S.O. 1990, c. P. 13* for the purposes of processing this application.

  
\_\_\_\_\_

Owner/Applicant Signature

January 12<sup>th</sup>, 2020  
\_\_\_\_\_


Date

**L. Owner's Authorization**

If the applicant/agent is not the registered owner of the lands that is the subject of this application, the owner(s) must complete the authorization set out below.

I/We 2619819 Ontario Limited c/o - Henry Boer am/are the registered owner(s) of the lands that is the subject of this application.

I/We authorize G. Douglas Vallee Limited c/o Eldon Darbyson to make this application on my/our behalf and to provide any of my/our personal information necessary for the processing of this application. Moreover, this shall be your good and sufficient authorization for so doing.

  
\_\_\_\_\_

Owner

January 12<sup>th</sup>, 2020  
\_\_\_\_\_

Date

\_\_\_\_\_

Owner

\_\_\_\_\_

Date

M. Declaration

I, Henry Bar of Simcoe

solemnly declare that:

all of the above statements and the statements contained in all of the exhibits transmitted herewith are true and I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of *The Canada Evidence Act*.

Declared before me at:

Simcoe

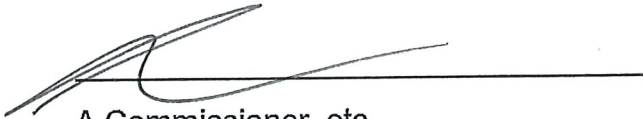


Owner/Applicant Signature

In Norfolk County

This 12<sup>th</sup> day of January

A.D., 2026



A Commissioner, etc.

**JAMES JOHN CIARALLO-CANZANO,**  
a Commissioner, etc., Province of Ontario,  
for G. Douglas Vallee Limited.  
Expires February 26, 2028.

**NOTE:**  
 BEARINGS ARE GRID, AND WERE DERIVED FROM SIMULTANEOUS GPS OBSERVATIONS ON MONUMENT A TO B, SHOWN HEREON HAVING A BEARING OF N152°01'21"W [UTM ZONE 17, (81° WEST LONGITUDE) NAD83 (CSRS) (2010)]

TO CONVERT (P1) BEARINGS TO GRID BEARINGS  
 - ADD 002°01'05" TO THE NORTHWEST BEARINGS  
 - SUBTRACT 002°01'05" FROM THE NORTHEAST BEARINGS

DISTANCES SHOWN ON THIS PLAN ARE GROUND DISTANCES AND CAN BE CONVERTED TO GRID DISTANCES BY MULTIPLYING BY 0.999609890

OBSERVED REFERENCE POINTS (ORP), DERIVED FROM GPS OBSERVATIONS USING THE CAN-MET NETWORK, UTM ZONE 17 (81° WEST LONGITUDE) MGRS (CSRS) N162.0 (2010) COORDINATES ARE TO AN URBAN ACCURACY AS PER SEC. 14 (2) OF O. REG. 216/10

POINT ID	NORTHING	EASTING
ORP A	4743817.979	555592.975
ORP B	4743911.998	555567.155
ORP C	4743886.530	555616.799

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

**LEGEND**

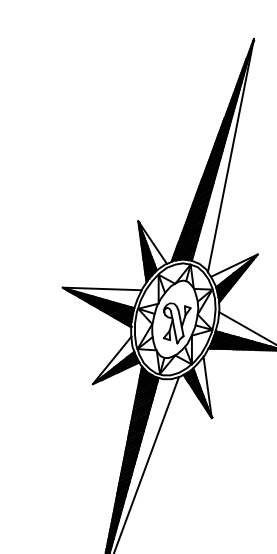
2.5cm X 2.5cm X 1.2m STANDARD IRON BARS SHOWN - □ - SB  
 1.6cm X 1.6cm X 0.6m IRON BARS SHOWN - □ - IB  
 1.6cm ROUND X 0.6m IRON BARS SHOWN - ○ - RB

LOT LINES SHOWN - - - - -  
 REED LINES SHOWN - - - - -  
 FENCE LINES SHOWN - - - - -  
 CENTRE LINES SHOWN - - - - -  
 ROAD LINES SHOWN - - - - -  
 FOUND IRON BARS SHOWN - - - - -  
 PLANTED IRON BARS SHOWN - □ -

JEWITT AND DIXON LTD.  
 J. D. BARNES LTD.  
 WITNESS MONUMENT  
 PLAN 37R-11816  
 PLAN 37R-11779  
 MEASURED (BEARING OR DISTANCE)  
 SET (BEARING OR DISTANCE)  
 PROPERTY IDENTIFICATION NUMBER

SHOWN (700)  
 SHOWN (400)  
 SHOWN (100)  
 SHOWN (P1)  
 SHOWN (P2)  
 SHOWN (M)  
 SHOWN (S)  
 SHOWN (PIN)

**NOTE:**  
 PLANTED IRON BARS SHOWN - □ - ARE (IB) UNLESS OTHERWISE NOTED.



**PLAN OF SURVEY**  
 OF ALL OF  
**LOT 1**  
 AND PART OF  
**LOTS 2, 3, 4, 5, 6 AND 7**  
**BLOCK 10**  
 AND PART OF  
**MATHER STREET**  
 (CLOSED BY INSTRUMENT No. NR596326)  
 AND ALL OF  
**LOTS 25, 26, 27, 28, 29, 30, 31, 32, 33 AND 34**  
**BLOCK 11**  
 AND PART OF  
**WILSON STREET**  
 NOW  
**SUTTON STREET**  
 (CLOSED BY INSTRUMENT No. NR596326)  
 ALL IN  
**REGISTERED PLAN 182**  
 (TOWN OF SIMCOE)  
 IN  
**NORFOLK COUNTY**  
 SCALE: 1 : 250

JEWITT AND DIXON LTD.  
 METRIC NOTE:  
 DISTANCES AND COORDINATES ARE METRIC AND CAN BE CONVERTED TO IMPERIAL BY DIVIDING BY 0.3048

PLAN 37R-		RECEIVED AND DEPOSITED	
DATE	DATE	DATE	DATE

R. C. DIXON  
 ONTARIO LAND SURVEYOR

REPRESENTATIVE FOR THE  
 LAND REGISTRY FOR THE LAND  
 TITLES DIVISION OF NORFOLK (No. 37)

SCHEDULE				
PART	LOT/BLOCK/STREET	PLAN	PIN	AREA
1	PART OF LOT 34 BLOCK 11	REGISTERED PART OF PIN PLAN 182	50189-0146	249.910 sq.m.
2	PART OF LOTS 33 & 34 BLOCK 11	REGISTERED PART OF PIN PLAN 182	50189-0146	206.866 sq.m.
3	PART OF LOT 33 BLOCK 11	REGISTERED PART OF PIN PLAN 182	50189-0146	207.602 sq.m.
4	PART OF LOTS 32 & 33 BLOCK 11	REGISTERED PART OF PIN PLAN 182	50189-0146	252.774 sq.m.
5	PART OF LOTS 31 & 32 BLOCK 11	REGISTERED PART OF PIN PLAN 182	50189-0146	257.944 sq.m.
6	PART OF LOT 31 BLOCK 11	REGISTERED PART OF PIN PLAN 182	50189-0146	186.934 sq.m.
7	PART LOTS 30 & 31 BLOCK 11	REGISTERED PART OF PIN PLAN 182	50189-0146	251.944 sq.m.
8	PART OF LOTS 28, 29 & 30 BLOCK 11	REGISTERED PART OF PIN PLAN 182	50189-0146	92.000 sq.m.
9	PART OF LOTS 28, 29 & 30 BLOCK 11	REGISTERED PART OF PIN PLAN 182	50189-0146	223.636 sq.m.
10	PART OF LOTS 28, 29 & 30 BLOCK 11	REGISTERED PART OF PIN PLAN 182	50189-0146	223.636 sq.m.
11	PART OF LOTS 28, 29 & 30 BLOCK 11	REGISTERED PART OF PIN PLAN 182	50189-0146	223.636 sq.m.
12	PART OF LOTS 28, 29 & 30 BLOCK 11	REGISTERED PART OF PIN PLAN 182	50189-0146	315.520 sq.m.
13	PART OF LOTS 27 & 28 BLOCK 11	REGISTERED PART OF PIN PLAN 182	50189-0146	315.520 sq.m.
14	PART OF LOTS 27 & 28 BLOCK 11	REGISTERED PART OF PIN PLAN 182	50189-0146	92.000 sq.m.
15	PART OF LOTS 27 & 28 BLOCK 11	REGISTERED PART OF PIN PLAN 182	50189-0146	223.636 sq.m.
16	PART OF LOTS 27 & 28 BLOCK 11	REGISTERED PART OF PIN PLAN 182	50189-0146	273.851 sq.m.
17	PART LOTS 25 & 26 BLOCK 11 & PART OF SUTTON STREET (FORMERLY WILSON STREET)	REGISTERED PART OF PIN PLAN 182	50189-0146	335.527 sq.m.
18	PART LOTS 25 & 26 BLOCK 11	REGISTERED PART OF PIN PLAN 182	50189-0146	214.673 sq.m.
19	PART LOTS 25 & 26 BLOCK 11	REGISTERED PART OF PIN PLAN 182	50189-0146	214.561 sq.m.
20	PART LOTS 25 & 26 BLOCK 11	REGISTERED PART OF PIN PLAN 182	50189-0146	259.132 sq.m.
21	PART LOTS 25 & 26 BLOCK 11	REGISTERED PART OF PIN PLAN 182	50189-0146	246.870 sq.m.
22	PART LOT 1, BLOCK 10 & PART OF MATHER STREET	REGISTERED PART OF PIN PLAN 182	50189-0146	203.545 sq.m.
23	PART LOTS 26 & 27, BLOCK 11	REGISTERED PART OF PIN PLAN 182	50189-0146	239.238 sq.m.
24	PART LOT 27, BLOCK 11; PART OF LOTS 2, 3, 4, 5, 6, 7, 8, 9, 10 & 11, BLOCK 10 & PART OF MATHER STREET	REGISTERED PART OF PIN PLAN 182	50189-0146	239.049 sq.m.
25	PART LOTS 2 & 3, BLOCK 10 & PART OF MATHER STREET	REGISTERED PART OF PIN PLAN 182	50189-0146	203.545 sq.m.
26	PART LOTS 2 & 3, BLOCK 10 & PART OF MATHER STREET	REGISTERED PART OF PIN PLAN 182	50189-0146	246.870 sq.m.
27	PART OF LOTS 3 & 4, BLOCK 10	REGISTERED PART OF PIN PLAN 182	50189-0146	246.883 sq.m.
28	PART LOTS 3 & 4, BLOCK 10	REGISTERED PART OF PIN PLAN 182	50189-0146	203.548 sq.m.
29	PART LOTS 4 & 5, BLOCK 10	REGISTERED PART OF PIN PLAN 182	50189-0146	203.545 sq.m.
30	PART LOTS 4 & 5, BLOCK 10	REGISTERED PART OF PIN PLAN 182	50189-0146	92.000 sq.m.
31	PART LOTS 4 & 5, BLOCK 10	REGISTERED PART OF PIN PLAN 182	50189-0146	248.199 sq.m.
32	PART LOTS 5 & 6, BLOCK 10	REGISTERED PART OF PIN PLAN 182	50189-0146	203.545 sq.m.
33	PART LOT 6, BLOCK 10	REGISTERED PART OF PIN PLAN 182	50189-0146	203.545 sq.m.
34	PART LOTS 6 & 7, BLOCK 10	REGISTERED PART OF PIN PLAN 182	50189-0146	246.870 sq.m.
35	PART LOTS 6 & 7, BLOCK 10 & PART OF MATHER STREET	REGISTERED PART OF PIN PLAN 182	50189-0146	247.404 sq.m.
36	PART OF MATHER STREET	REGISTERED PART OF PIN PLAN 182	50189-0146	203.542 sq.m.
37	PART LOTS 8 & 9, BLOCK 11	REGISTERED PART OF PIN PLAN 182	50189-0146	249.878 sq.m.
38	PART LOT 32, BLOCK 11 & PART OF MATHER STREET	REGISTERED PART OF PIN PLAN 182	50189-0146	249.651 sq.m.
39	PART LOTS 12 & 13, BLOCK 11 & PART OF MATHER STREET	REGISTERED PART OF PIN PLAN 182	50189-0146	214.066 sq.m.
40	PART LOT 33, BLOCK 11 & PART OF MATHER STREET	REGISTERED PART OF PIN PLAN 182	50189-0146	214.274 sq.m.
41	PART LOTS 33 & 34, BLOCK 11 & PART OF MATHER STREET	REGISTERED PART OF PIN PLAN 182	50189-0146	214.482 sq.m.
42	PART LOT 34, BLOCK 11 & PART OF MATHER STREET	REGISTERED PART OF PIN PLAN 182	50189-0146	260.159 sq.m.
43	PART LOTS 1, 2, 3, 4, 5, 6 & 7, BLOCK 10 & PART OF LOTS 25, 26, 27, 28, 29, 30, 31, 32, 33 & 34, BLOCK 11 & PART OF MATHER STREET (FORMERLY WILSON STREET)	REGISTERED PART OF PIN PLAN 182	50189-0146	2759.693 sq.m.
44	PART LOT 31, BLOCK 11	REGISTERED PART OF PIN PLAN 182	50189-0146	29.113 sq.m.
45	PART OF LOT 31 BLOCK 11	REGISTERED PART OF PIN PLAN 182	50189-0146	24.002 sq.m.
46	PART LOTS 30 & 31	REGISTERED PART OF PIN PLAN 182	50189-0146	13.613 sq.m.
47	PART OF LOT 28 BLOCK 11	REGISTERED PART OF PIN PLAN 182	50189-0146	10.748 sq.m.
48	PART OF LOT 28 BLOCK 11	REGISTERED PART OF PIN PLAN 182	50189-0146	12.002 sq.m.
49	PART OF LOT 28 BLOCK 11	REGISTERED PART OF PIN PLAN 182	50189-0146	92.000 sq.m.
50	PART OF LOT 28 BLOCK 11	REGISTERED PART OF PIN PLAN 182	50189-0146	12.002 sq.m.
51	PART OF LOT 28 BLOCK 11	REGISTERED PART OF PIN PLAN 182	50189-0146	16.954 sq.m.
52	PART OF LOT 28 BLOCK 11	REGISTERED PART OF PIN PLAN 182	50189-0146	17.288 sq.m.
53	PART OF LOT 28 BLOCK 11	REGISTERED PART OF PIN PLAN 182	50189-0146	12.002 sq.m.
54	PART OF LOT 28 BLOCK 11	REGISTERED PART OF PIN PLAN 182	50189-0146	12.002 sq.m.
55	PART OF LOT 28 BLOCK 11	REGISTERED PART OF PIN PLAN 182	50189-0146	29.584 sq.m.
56	PART OF LOT 25 BLOCK 11	REGISTERED PART OF PIN PLAN 182	50189-0146	92.000 sq.m.
57	PART OF LOT 25 BLOCK 11	REGISTERED PART OF PIN PLAN 182	50189-0146	24.003 sq.m.
58	PART OF LOT 25 BLOCK 11	REGISTERED PART OF PIN PLAN 182	50189-0146	29.112 sq.m.
PARTS 1 TO 58, BOTH INCLUSIVE, COMPRISE ALL OF PIN 50189-0146 (LOT 1)				



**SURVEYOR'S CERTIFICATE**

I CERTIFY THAT:

- THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEY ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT, AND THE REGULATIONS MADE UNDER THEM.
- THE SURVEY WAS COMPLETED ON THE

DATE: \_\_\_\_\_

R. C. DIXON, O.L.S.  
 FOR JEWITT & DIXON LTD.

THIS PLAN OF SURVEY RELATES TO AQS PLAN SUBMISSION FORM NUMBER Y-9602

**JEWITT AND DIXON**  
 ONTARIO LAND SURVEYORS  
 A Division of Barnes Surveying Ltd.

655 Inland Rd., Simcoe, ON N3Y 4E2  
 T: (519) 420-0442 www.jdw.com

DRAWN BY: J.L.M. CHECKED BY: K.H. REFERENCE NO.: 24-24-002-01  
 DATE: MAY 29, 2025

## DECLARATION

### MADE PURSUANT TO THE CONDOMINIUM ACT 1998

THIS DECLARATION (hereinafter called the “Declaration”) is made and executed pursuant to the provisions of the *Condominium Act, 1998*, S.O. 1998, C.19, and the regulations made thereunder, as amended from time to time (all of which are hereinafter collectively referred to as the “Act”), by:

#### 2619819 ONTARIO LIMITED

a corporation incorporated under the laws of the Province of Ontario (hereinafter collectively called the “Declarant”)

WHEREAS:

- A. The Declarant is the owner in fee simple of certain lands and premises situate in Norfolk County (Simcoe), in the Province of Ontario and being more particularly described in Schedule “A” annexed hereto and in the description submitted herewith by the Declarant (hereinafter called the “Description”) for registration in accordance with the Act and which lands are sometimes referred to as the “Lands” or the “Property”;
- B. The Declarant intends that the Property shall be governed by the Act and that the registration of this Declaration and the Description will create a freehold condominium corporation that constitutes a Common Elements Condominium Corporation; and
- C. The common elements of the corporation are intended for the use and enjoyment of the owners.

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

#### ARTICLE 1 - INTRODUCTORY

##### 1.1 Definitions

The following terms used herein have the meanings set out below, unless the context otherwise requires:

- (a) “Board” shall mean the board of directors of the Corporation.
- (b) “By-Laws” means the by-laws of the Corporation enacted from time to time.
- (c) “Common Elements” shall mean all of the Property.
- (d) “Common Expenses” shall mean the expenses related to the performance of the objects and duties of the Corporation and all expenses specified as common expenses in the Act or in this Declaration.
- (e) “Condominium” shall mean all of the Property and shall be composed of, *inter alia*, a private roadway, visitor parking area, landscaped open area several wooden fences, mailbox pad, property line fences, all watermains and appurtenances, sanitary sewers and appurtenances, storm sewers and appurtenances.
- (f) “Corporation” shall mean the Condominium created upon the registration of this Declaration.
- (g) “Declaration” means this declaration and all amendments thereto and all schedules referred to herein.
- (h) “Dwelling” means the dwellings situate upon each of the POTLs.
- (i) “Manager” means the manager appointed by the Corporation to manage the day to day affairs of the Corporation.

- (j) "Owner" means the Owner or Owners of a common interest in the Common Elements and who owns, pursuant to the Act, a freehold estate(s) in a POTL, but does not include a mortgagee of a POTL unless in possession.
- (k) "POTL" or "POTLs" means the parcel or parcel(s) of tied land to which a common interest is attached as described in Schedule "D" to this declaration. There shall be Forty-Two (42) POTLs which shall have a common interest in the Condominium.
- (l) "Rules" means the Rules passed by the Board.
- (m) "County" means The Corporation of Norfolk County.

Other terms used herein shall have ascribed to them the definitions contained in the Act, as amended from time to time.

## 1.2 Act Governs the Property

The Lands described in Schedule "A" annexed hereto and in the Description together with all interests appurtenant to the Lands are governed by the Act.

## 1.3 Common Elements Condominium

The registration of this Declaration and the Description will create a freehold condominium that constitutes a Common Elements Condominium Corporation.

## 1.4 Division of POTLs

A POTL may not be divided into two (2) or more parcels unless an amendment is registered to the Declaration that takes into account the division of a POTL.

## 1.5 Consent of Encumbrancers

The consent of all persons having registered mortgages against the land or interests appurtenant to the land described in Schedule "A" is contained in Schedule "B" attached hereto.

## 1.6 Common Interest and Common Expenses

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

## 1.7 Address for Service and Mailing Address of Corporation

The address for service and the mailing address for the Corporation shall be that of the Manager, being



or such other address as the Corporation may by resolution of the Board determine and the mailing address of the Corporation shall be as set out above.

## 1.8 Architect/Engineer Certificates

The certificate(s) of the architect and/or engineer(s) that all buildings and structures that the declaration and description show are included in the Common Elements and have been constructed in accordance with the regulations is/are contained in Schedule "G" attached hereto.

## **ARTICLE 2 - COMMON EXPENSES**

### 2.1 Specifications of Common Expenses

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

## 2.2 Payment of Common Expenses

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

## 2.3 Reserve Fund

The Corporation shall establish and maintain one or more reserve funds and shall collect from the Owners as part of their contribution towards the Common Expenses, amounts that are reasonably expected to provide sufficient funds for major repairs and replacements of Common Elements and assets of the Corporation, in accordance with the provisions of the Act.

No part of any reserve fund shall be used except for the purpose for which such fund was established. The reserve fund shall constitute an asset of the Corporation and shall not be distributed to any Owner except on termination of the Corporation in accordance with the Act.

# ARTICLE 3 - COMMON ELEMENTS

## 3.1 Use of Common Elements

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

However, save and except as expressly provided or contemplated in this Declaration to the contrary, no condition shall be permitted to exist, and no activity shall be carried on, within any POTL or upon any portion of the Condominium that:

- (a) will result in a contravention of any term or provision set out in the Act, this Declaration, the By-laws and Rules of the Corporation;
- (b) is likely to damage the property of the Corporation, injure any person, or impair the structural integrity of any POTL or the Common Elements;
- (c) will unreasonably interfere with the use and enjoyment by the other Owners of the Common Elements and/or their respective POTLs; or
- (d) may result in the cancellation (or threatened cancellation) of any policy of insurance obtained or maintained by the Corporation, or that may significantly increase any applicable insurance premium(s) with respect thereto, or any deductible portion in respect of such policy.

No one shall, by any conduct or activity undertaken in or upon any part of the Common Elements, impede, hinder or obstruct any right, privilege, easement or benefit given to any party, person or other entity pursuant to this Declaration, any By-law and/or the Rules.

## 3.2 Exclusive Use Common Elements

There are no exclusive use Common Elements within the Condominium.

## 3.3 Modifications of Common Elements, Assets and Services

- (a) General Prohibition

No Owner shall make any change or alteration to the Common Elements whatsoever, including any installation(s) thereon, nor alter, decorate, renovate, maintain or repair any part of the Common Elements (except for maintaining those parts of the Common Elements which he or she has a duty to maintain in accordance with the provisions of this Declaration) without obtaining the prior written approval of the Board and having entered into an agreement with the Corporation in accordance with Section 98 of the Act.

(b) Non-Substantial Additions, Alterations and Improvements by the Corporation

The Corporation may make a non-substantial addition, alteration, or improvement to the Common Elements, a non-substantial change in the assets of the Corporation or a non-substantial change in a service that the Corporation provides to the Owners in accordance with Subsections 97(2) and (3) of the Act.

(c) Substantial Additions, Alterations and Improvements by the Corporation

The Corporation may, by a vote of Owners who own at least sixty-six and two thirds (66 2/3%) percent of the POTLs make a substantial addition, alteration or improvement to the Common Elements, a substantial change in the assets of the Corporation or a substantial change in a service the Corporation provides to the Owners in accordance with Subsections 97(4), (5) and (6) of the Act.

(d) Notwithstanding anything herein:

- (i) the alteration of the surface elevation of the lands comprising the Condominium, including the road, the visitor parking areas, and landscaped areas, shall not be permitted;
- (ii) the alteration or removal of any hydrants, any street lighting and/or other exterior lighting within the Condominium shall not be permitted;
- (iii) except in accordance with good horticultural practice or in the case of death or disease, alteration or removal of any vegetation within the Condominium shall not be permitted;
- (iv) except for the purposes of repair or replacement, the alteration or removal of any fencing within the Condominium as approved by the County shall not be permitted;
- (v) no accessory structures or buildings are to be located on the Landscaped Area, and
- (vi) no alterations or changes to the landscaping, fences or screens on the POTLs shall be permitted without the written approval of the Board.

### 3.4 Declarant Rights

Notwithstanding anything provided in this Declaration to the contrary, and notwithstanding any Rules or By-laws of the Corporation hereafter passed or enacted to the contrary, it is expressly stipulated and declared that:

- (a) the Declarant and its authorized agents, representatives and/or invitees shall have free and uninterrupted access to and egress from the Common Elements, for the purposes of implementing, operating and/or administering the Declarant's marketing, sale, construction and/or customer-service program(s) with respect to any unsold POTLs from time to time;
- (b) the Declarant and its authorized agents or representatives shall be entitled to erect and maintain signs and displays for marketing/sale purposes or one or more offices for marketing sales, construction and/or customer-service purposes, upon any portion of the Common Elements, and within or outside any unsold POTLs, at such locations and having such dimensions as the Declarant may determine in its sole and unfettered discretion, all without any charge to the Declarant for the use of the space(s) so occupied, nor for any utility services (or any other usual or customary services) supplied thereto or consumed thereby, nor shall the

Corporation (or any one else acting on behalf of the Corporation) prevent or interfere with the provision of utility services (or any other usual or customary services) to the Declarant's marketing/sales/construction/customer-service office(s); and

- (c) the Corporation shall ensure that no actions or steps are taken by anyone which would prohibit, limit or restrict the access and egress of the Declarant and its authorized agents, representative and/or invitees over the Common Elements;

until such time as all of the POTLs have been transferred by the Declarant.

### 3.5 Parking

- (a) Parking of vehicles is not permitted on any portion of the road located within the Condominium;
- (b) Owners of Dwellings are prohibited from parking their vehicles upon the designated visitor parking areas located within the Condominium. Owners of Dwellings shall park their vehicles within the garages and/or driveways that are situated upon the POTLs;
- (c) Visitors to the Condominium and/or the Dwellings shall park their vehicles within the garages and/or driveways that are situated upon the POTLs (upon the consent of the respective POTL owners) or upon the designated visitor parking areas located within the Condominium. The visitor parking areas shall contain seventeen (17) parking spaces for visitors to the Condominium and/or the Dwellings; and
- (d) The parking or storage of derelict vehicles or recreational vehicles anywhere on the POTLs or on the Condominium lands is prohibited.

### 3.6 Reference Plan

The Forty-Two (42) POTLs described in 1.1(k) shall be composed of lots (the "Lots") on a reference plan (the "Plan") to be registered on title to the POTLs. The owners of said Lots shall, by virtue of also being owners of POTLs, be entitled to use the road, visitor parking areas, storm water management pond, pad containing the centralized mailbox facility, property line fences located upon the Condominium, and shall be responsible for the maintenance and repair of the road, visitor parking areas, storm water management pond, pad containing the centralized mailbox facility and fences.

### 3.7 Garbage Collection

There is no municipal garbage collection.

A private contractor will pick up and dispose of all recyclables and other waste materials as part of the Common Expenses set out in Schedule E attached hereto.

## **ARTICLE 4 - MAINTENANCE AND REPAIRS**

### 4.1 Responsibility of Owner for Damage

Each Owner shall be responsible for all damage to the Condominium, which is caused by the negligence or wilful misconduct of the Owner, his or her tenants, licensees or invitees, save and except for any such damage for which the cost of repairing same may be recovered under any policy of insurance held by the Corporation;

### 4.2 Repair and Maintenance by Corporation

- (a) The Corporation shall maintain and repair the Condominium at its own expense and such maintenance and repair shall include and not be limited to, the maintenance and repair of the road, visitor parking areas, pad containing the centralized mailbox facility, and fences and those items noted in Schedule "H" herein.

- (b) The Corporation shall also maintain and repair all services (including without limitation, watermains, storm and sanitary sewers, as applicable) which service more than one POTL, whether located within the Condominium or wholly or partly within a POTL and the Corporation and its designated agents shall have full access to a POTL to carry out its obligation pursuant to this paragraph.
- (c) The Corporation shall be responsible for the snow clearing and landscaping of the Condominium, as appropriate, and at those times of the year designated by the Board at its sole reasonable discretion.
- (d) The public and private sidewalks, driveways and parking areas shall be maintained in a snow free condition and void of any obstructions at all times.
- (e) The Corporation shall be responsible at its expense, for the cutting, trimming, maintaining and pruning of lawns and landscape located within the POTLs.

## **ARTICLE 5 - INDEMNIFICATION**

### **5.1 Indemnification**

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

## **ARTICLE 6 - INSURANCE**

### **6.1 Insurance**

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

#### **(a) Policy Provisions**

Every policy of insurance shall insure the interests of the Corporation (with all mortgagee endorsements subject to the provisions of the Act, this Declaration and the Insurance Trust Agreement, if applicable) and shall contain the following provisions:

- (i) waivers of subrogation against the Corporation, its directors, officers, manager, agents, employees and servants and against the Owners, and the Owners' respective residents, tenants, invitees or licensees, except for damage arising from arson, fraud, vehicle impact, vandalism or malicious mischief caused by any one of the above;
  - (ii) such policy or policies of insurance shall not be terminated or substantially modified without at least sixty (60) days prior written notice to the Corporation;
  - (iii) waivers of the insurer's obligation to repair, rebuild or replace the damaged property in the event that after damage the government of the Property is terminated pursuant to the Act,
  - (iv) waivers of any defence based on co-insurance (other than a stated amount co-insurance clause); and
  - (v) waivers of any defence based on any invalidity arising from the conduct or act or omission of or breach of a statutory condition by any insured person.
- (b) Public Liability Insurance**

Public liability and property damage insurance, and insurance against the Corporation's liability resulting from breach of duty as occupier of the Common Elements insuring the liability of the Corporation and the Owners from time to time, with limits to be determined by the Board, but not less than TWO MILLION (\$2,000,000.00) DOLLARS per occurrence and without right of subrogation as against the Corporation, its directors, officers, manager, agents, employees and servants, and as against the Owners and any member of the household or guests of any Owner or occupant of a POTL.

## 6.2 General Provisions

- (a) The Corporation, its Board and its officers shall have the exclusive right, on behalf of itself and as agents for the Owners, to adjust any loss and settle any claims with respect to all insurance placed by the Corporation, and to give such releases as are required, and any claimant, shall be bound by such adjustment.
- (b) Every mortgagee shall be deemed to have agreed to waive any right to have proceeds of any insurance applied on account of the mortgage where such application would prevent application of the insurance proceeds in satisfaction of an obligation to repair. This subparagraph shall be read without prejudice to the right of any mortgagee to exercise the right of an Owner to vote or to consent if the mortgage itself contains a provision giving the mortgagee that right,
- (c) A certificate or memorandum of all insurance policies, and endorsements thereto, shall be issued as soon as possible to each Owner, and a duplicate original or certified copy of the policy to each mortgagee who has notified the Corporation of its interest in any POTL. Renewal certificates or certificates of new insurance policies shall be furnished to each Owner and to each mortgagee noted on the Record of the Corporation who have requested same. The master policy for any insurance coverage shall be kept by the Corporation in its offices, available for inspection by any Owner or mortgagee on reasonable notice to the Corporation;
- (d) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation. No insured shall be entitled to direct that the loss shall be payable in any manner other than as provided in the Declaration and the Act,
- (e) Where insurance proceeds are received by the Corporation or any other person, they shall be held in trust and applied, utilized and distributed in accordance with the Act, and
- (f) Prior to obtaining any new policy or policies of insurance and at such other time as the Board may deem advisable and in any event, at least every three (3) years, the Board shall obtain an appraisal from an independent qualified appraiser of the full replacement cost of the assets for the purpose of determining the amount of insurance to be effected and the cost of such appraisal shall be a Common Expense.

## 6.3 By the Owner

It is acknowledged that the foregoing insurance is the only insurance required to be obtained and maintained by the Corporation and that the following insurance must be obtained and maintained by each Owner at such Owner's own risk:

- (a) Insurance on the Owner's POTL and all buildings constructed thereon. Every such policy of insurance shall contain waiver of subrogation against the Corporation, its manager, agents, employees and servants and against the other Owners and any members of their household or guests except for any damage arising from arson, fraud, vehicle impact, vandalism or malicious mischief caused or contributed by any of the aforementioned parties.
- (b) Public liability insurance covering any liability of any Owner or any resident, tenant, invitee or licensee of such Owner, to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation.

- (c) Insurance covering the deductible on the Corporation's main policy for which an owner maybe responsible.

#### 6.4 Indemnity Insurance for Directors and Officers of the Corporation

The Corporation shall obtain and maintain insurance for the benefit of all of the directors and officers of the Corporation, if such insurance is reasonably available, in order to indemnify them against the matters described in the Act, including any liability, cost, charge or expense incurred by them in the execution of their respective duties (hereinafter collectively referred to as the "Liabilities"), provided however that such insurance shall not indemnify any of the directors or officers against any of the Liabilities respectively incurred by them as a result of a breach of their duty to act honestly and in good faith, or in contravention of the provisions of the Act.

### **ARTICLE 7 - DUTIES OF THE CORPORATION**

#### 7.1 Duties of the Corporation

In addition to any other duties or obligations of the Corporation set out elsewhere in this Declaration or specified in the By-laws, the Corporation shall have the following duties, which are not intended to be exhaustive, namely:

- (a) To ensure that no actions or steps are taken by or on behalf of the Corporation, or by any POTL owner or their respective tenants or invitees which would prohibit, restrict, limit, hinder or interfere with the Declarant's ability to utilize portions of the Common Elements for its marketing/sale/construction programs;
- (b) When the Corporation formally retains an independent consultant (who holds a certificate of authorization within the meaning of *The Professional Engineers Act* R.S.O.1990, as amended, or alternatively a certificate of practice within the meaning of *The Architects Act* R.S.O.1990, as amended) to conduct a performance audit of the Common Elements on behalf of the Corporation, in accordance with the provisions of Section 44 of the Act and Section 12 of O.Reg.48/01 (hereinafter referred to as the "Performance Audit") at any time between the 6<sup>th</sup> month and the 10<sup>th</sup> month following the registration of this declaration, then the Corporation shall have a duty to:
  - (i) permit the Declarant and its authorized employees, agents and representatives to accompany (and confer with) the consultant(s) retained to carry out the Performance Audit for the Corporation (hereinafter referred to as the "Performance Auditor") while same is being conducted, and to provide the Declarant with at least fifteen (15) days written notice prior to the commencement of the Performance Audit; and
  - (ii) permit the Declarant and its authorized employees, agents and representatives to carry out any repair or remedial work identified or recommended by the Performance Auditor in connection with the Performance Audit (if the Declarant chooses to do so);

for the purposes of facilitating and expediting the rectification and audit process (and bringing all matters requiring rectification to the immediate attention of the Declarant, so that same maybe promptly dealt with), and affording the Declarant the opportunity to verify, clarify and/or explain any potential matters of dispute to the Performance Auditor, prior to the end of the 11<sup>th</sup> month following the registration of this declaration and the corresponding completion of the Performance Audit and the concomitant submission of the Performance Auditor's report to the Board;

- (c) To take all reasonable steps to collect from each POTL owner his or her proportionate share of the common expenses and to maintain and enforce the Corporation's lien arising pursuant to the Act, against each POTL in respect of which the owner has defaulted in the payment of common expenses;
- (d) To grant, from time to time, if required, an easement in perpetuity in favour of utility suppliers or cable television operators, over, under, upon, across and

through the Common Elements, for the purposes of facilitating the construction, installation, operation, maintenance and/or repair of utility or cable television lines or equipment (and all necessary appurtenances thereto) in order to facilitate the supply of utilities and cable television service to the Corporation and each of the POTLs, as applicable, and if so requested by the grantees of such easements, to enter into (and abide by the terms and provisions of) an agreement with the utility and/or cable television suppliers pertaining to the provision of their services to the Corporation and the POTLs including maintaining access rights to utility facilities and for such purposes shall enact such by-laws or resolutions as may be required to sanction the foregoing;

- (e) To enter into, abide by and comply with the terms and provisions of any outstanding subdivision, condominium, site plan, development or similar agreements (as well enter into a formal assumption agreement with the County or any other governmental authority relating thereto, if so required by the County or other governmental authority (collectively, the “Municipal Agreements”).

For greater certainty, to develop and maintain the subject lands in compliance with the site plan approved by the Manager of Community Planning of Norfolk County or their delegate (Development Agreement registered as NK181301 as amended from time to time).

- (f) To enter into an agreement with the Declarant immediately after the registration of this Declaration (hereinafter referred to as the “License Agreement”), if so required by the Declarant or the County or other governmental authority pursuant to which the Corporation shall formally grant the Declarant a license to enter upon the Common Elements for the purposes of complying with all of the terms and provisions of the Municipal Agreements, which license shall automatically expire upon the completion and fulfilment of all obligations of the Declarant thereunder (but in no event later than 21 years following the registration of this Declaration, in order to obviate any contravention of the subdivision control and part-lot control provisions of the *Planning Act*, R.S.O. 1990, as amended) and which license shall be duly authorized by a By-law;
- (g) To take all actions reasonably necessary as may be required to fulfil any of the Corporation’s duties and obligations pursuant to this Declaration.
- (h) To take all actions reasonably necessary to construct, maintain and repair the storm water management pond.

## **ARTICLE 8 - GENERAL MATTERS AND ADMINISTRATION**

### **8.1 Rights of Entry**

The Corporation or any insurer of the Property or any part thereof, their respective agents, or any person authorized by the Board, shall be entitled to enter over any part of the Common Elements for the purpose of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy or policies, remedying any condition which might result in damage to the Property or carrying out any duty imposed upon the Corporation.

### **8.2 POTLs Subject to Declaration, By-Laws, and Easement Agreements**

All present and future Owners, tenants and residents of POTLs, their families, guests, invitees or tenants shall be subject to and shall comply with the provisions of this Declaration, the By-laws, and the Rules.

The acceptance of a Transfer/Deed of Land or the entering into a lease or the entering into occupancy of any POTL shall constitute an agreement that the provisions of this Declaration, the By-laws, and the Rules, as they may be amended from time to time, are accepted and ratified by such Owner, tenant or resident, and all of such provisions shall be deemed and taken to be covenants running with the POTL and shall bind any person having at any time any interest or estate in such POTL as though such provisions were recited and stipulated in full in each and every such deed or transfer or lease or occupancy agreement

8.3 Invalidity

Each of the provisions of this Declaration shall be deemed independent and severable and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration and, in such event, all the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

8.4 Waiver

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

8.5 Notice

Except as hereinbefore set forth, any notice, direction or other instrument required or permitted maybe given if served personally by delivering same to the party to be served or to any officer of the party to be served, or may be given by ordinary mail, postage prepaid, addressed to the Corporation at its address for service herein, to each Owner at his respective POTL or at such other address as is given by the Owner to the Corporation for the purpose of notice, and to each mortgagee who has notified its interest to the Corporation at such address as is given by each mortgagee to the Corporation for the purpose of notice; and if mailed as aforesaid, the same shall be deemed to have been received and to be effective on the first business day following the day on which it was mailed. Any Owner or mortgagee may change its address for service by notice given to the Corporation in the manner aforesaid.

8.6 Construction of Declaration

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

8.7 Headings

The headings in the body of this Declaration form no part of the Declaration, but are inserted for convenience of reference only.

IN WITNESS WHEREOF the Declarant has hereunto affixed its corporate seal under the hand of its proper officer duly authorized in this behalf.

DATED at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

2619819 Ontario Limited

Per: \_\_\_\_\_  
Henry Boer - President

Per: \_\_\_\_\_  
Christopher Van Sickle – Vice President

We have authority to bind the corporation

*Condominium Act; 1998*

**SCHEDULE "A"**

1. Description

In Norfolk County, being comprised of:

LT 25-34 BLK 11 PL 182; ALL LOT 1 BLK 10 PL 182, PT LT 2-7 BLK 10 PL 182; PT MATHER ST, SUTTON ST PL 182 (FORMERLY WILSON ST) CLOSED BY NR596326, PART 1 ON 37R11616; TOGETHER WITH AN EASEMENT OVER PART LOT 6, 7, BLOCK 10, PART OF UPPER MILL POND PLAN 182, DESIGNATED AS PART 1, PLAN 37R11779 AS IN NK180639; TOGETHER WITH AN EASEMENT OVER PART UPPER MILL POND PLAN 182 PART 2 37R11779 AS IN NK182957; SUBJECT TO EASEMENTS AS IN NK185455, NK185458; NK185459 AND NK TBA; NORFOLK COUNTY

Together with an easement over Parts 44, 45, 46, and 20, 37RTBA

being all of PIN 50189-0146 (LT) and hereinafter referred to as the "Common Elements Condominium Lands"

Together with an easement in favour of the owner(s) of the Common Elements Condominium Lands over lands designated as Parts ● on ● and Parts ● on ● for the access of persons, materials, vehicles and equipment for the further purposes of installing, maintaining, operating, altering, repairing, replacing and inspecting any concrete curbing, fencing, entrance signage features, retaining walls, street light fixtures, storm and sanitary sewer pipes, storm water management pond, catch basins and manholes, watermain pipes, valves and hydrants, electrical, telephone, television and cable conduits, cables and wires, gas lines, various other services and utilities, together with all appurtenances thereto as may be necessary or convenience from time to time to provide for such services and utilities to any parts of the Common Elements Condominium Lands or other parcels of tied land associated with this Condominium. This easement further permits the encroachment of any such services and facilities appurtenant to them, as well as any curb or sidewalk, to exist or to remain upon the Servient Lands.

It is my opinion, based on the parcel register and the plans and documents recorded therein, the legal description is correct, the described easements will exist in law upon the registration of the declaration and description and the declarant is the registered owner of the property and appurtenant interests.

Dated this ●.

Boddy Ryerson LLP

---

Wendy L. Newton  
Solicitor for the Declarant

N/A

**Condominium Act; 1998**

**SCHEDULE "B"**

**CONSENT TO ATTACHMENT OF A COMMON INTEREST  
PARCEL OF TIED LAND**

**(UNDER CLAUSE 140 (C) OF THE CONDOMINIUM ACT, 1998)**

1. N/A has a registered mortgage as Instrument Number ● in the Land Titles Division of the ● (No. ●) Registry Office against a parcel of land (known as the "Parcel") to which a common interest in a Common Elements Condominium Corporation (known as the "Corporation") will attach upon the registration of the attached declaration (known as the "Declaration") dated ● and the description (known as the "Description") creating the Corporation.
2. ● acknowledges that, upon the registration of this Declaration and Description, the Parcel will become subject to all encumbrances, if any, outstanding against the property described in Schedule "A" to the Declaration.
3. ● consents to the registration of a notice in the prescribed form indicating that a common interest in the Corporation, as the common interest is set out in Schedule "D" to the Declaration, attaches to the Parcel upon the registration of the Declaration and Description.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20.

●

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

Name:

Title:

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

Name:

Title:

I/We have authority to bind the corporation

N/A

**SCHEDULE "B" CONTINUED**

**CONSENT OF MORTGAGEES/CHARGEES**

**(UNDER CLAUSE 7(2) (B) OF THE CONDOMINIUM ACT 1998)**

1. N/A has a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998*, registered on ● as Number ● in the Land Titles Office for the Land Titles Division of ● (No. ●).
2. ● consents to the registration of this declaration pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
3. ● postpones the mortgage and the interests under it to the declaration and the easements described in Schedule A to the declaration.
4. ● is entitled by law to grant this consent and postponement.

Dated this            day of            , 20

●

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

Name:

Title:

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

Name:

Title:

I/We have authority to bind the corporation

N/A

**SCHEDULE "B" CONTINUED**

**CONSENT TO ATTACHMENT OF A COMMON INTEREST  
PARCEL OF TIED LAND**

**(UNDER CLAUSE 140 (C) OF THE CONDOMINIUM ACT, 1998)**

1. I, N/A, have a registered mortgage as Instrument Number ● in the Land Titles Division of the ● (No. ●) Registry Office against a parcel of land (known as the "Parcel") to which a common interest in a Common Elements Condominium Corporation (known as the "Corporation") will attach upon the registration of the attached declaration (known as the "Declaration") dated ● and the description (known as the "Description") creating the Corporation.
2. I, ●, acknowledge that, upon the registration of this Declaration and Description, the Parcel will become subject to all encumbrances, if any, outstanding against the property described in Schedule "A" to the Declaration.
3. I, ●, consent to the registration of a notice in the prescribed form indicating that a common interest in the Corporation, as the common interest is set out in Schedule "D" to the Declaration, attaches to the Parcel upon the registration of the Declaration and Description.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20.

---

●

N/A

**SCHEDULE "B" CONTINUED**

**CONSENT OF MORTGAGEES/CHARGEES**

**(UNDER CLAUSE 7(2) (B) OF THE CONDOMINIUM ACT 1998)**

1. I, N/A, have a registered mortgage within the meaning of clause 7(2)(b) of the Condominium Act, 1998, registered on ● as Number ● in the Land Titles Office for the Land Titles Division of ● (No. ●).
2. I, ●, consents to the registration of this declaration pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
3. I, ●, postpones the mortgage and the interests under it to the declaration and the easements described in Schedule A to the declaration.
4. I, ●, is entitled by law to grant this consent and postponement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20.

\_\_\_\_\_

●

Condominium Act 1998

**SCHEDULE "D"**

CONTRIBUTION TO THE COMMON EXPENSE AND COMMON INTEREST EXPRESSED IN PERCENTAGE. COMMON ELEMENTS ARE INTENDED FOR THE USE AND ENJOYMENT OF THE OWNERS OF THE PARCELS OF TIED LAND

POTL #	LEGAL DESCRIPTION	BEING ALL OF P.I.N.	Percentage
1	Part Lot 34, Block 11, Plan 182, designated as Part 1, Plan 37R-?, Norfolk County		2.3809
2	Part Lots 33 & 34, Block 11, Plan 182, designated as Part 2, Plan 37R-?, Norfolk County		2.3809
3	Part Lot 33, Block 11, Plan 182, designated as Part 3, Plan 37R-?, Norfolk County		2.3809
4	Part Lots 32 & 33, Block 11, Plan 182, designated as Part 4, Plan 37R-?, Norfolk County		2.3809
5	Part Lots 31 & 32, Block 11, Plan 182, designated as Parts 5 and 44, Plan 37R-?, Norfolk County		2.3809
6	Part Lot 31, Block 11, Plan 182, designated as Parts 6 and 45, Plan 37R-?, Norfolk County		2.3809
7	Part Lots 30 & 31, Block 11, Plan 182, designated as Parts 7 and 46, Plan 37R-?, Norfolk County		2.3809
8	Part Lots 28, 29 & 30, Block 11, Plan 182, designated as Parts 8 & 47, Plan 37R-?, Norfolk County		2.3809
9	Part Lots 28, 29 & 30, Block 11, Plan 182, designated as Parts 9 & 48, Plan 37R-?, Norfolk County		2.3809
10	Part Lots 28, 29 & 30, Block 11, Plan 182, designated as Parts 10 & 49, Plan 37R-?, Norfolk County		2.3809
11	Part Lots 28, 29 & 30, Block 11, Plan 182, designated as Parts 11 & 50, Plan 37R-?, Norfolk County		2.3809
12	Part Lots 28, 29 & 30, Block 11, Plan 182, designated as Parts 12 & 51, Plan 37R-?, Norfolk County		2.3809
13	Part Lots 27 & 28, Block 11, Plan 182, designated as Parts 13 & 52, Plan 37R-?, Norfolk County		2.3809
14	Part Lots 27 & 28, Block 11, Plan 182, designated as Parts 14 & 53, Plan 37R-?, Norfolk County		2.3809
15	Part Lots 27 & 28, Block 11, Plan 182, designated as Parts 15 & 54, Plan 37R-?, Norfolk County		2.3809

POTL #	LEGAL DESCRIPTION	BEING ALL OF P.I.N.	Percentage
16	Part Lots 27 & 28, Block 11, Plan 182, designated as Parts 16 & 55, Plan 37R-?, Norfolk County		2.3809
17	Part Lots 25 & 26, Block 11, Plan 182 & PART OF SUTTON STREET (FORMERLY WILSON STREET), designated as Part 17, Plan 37R-?, Norfolk County		2.3809
18	Part Lots 25 & 26, Block 11, Plan 182, designated as Parts 18 & 56, Plan 37R-?, Norfolk County		2.3809
19	Part Lots 25 & 26, Block 11, Plan 182, designated as Parts 19 & 57, Plan 37R-?, Norfolk County		2.3809
20	Part Lots 25 & 26, Block 11, Plan 182, designated as Parts 20 & 58, Plan 37R-?, Norfolk County		2.3809
21	Part Lots 25 & 26, Block 11, & Part of Mather Street, Plan 182, designated as Part 21 Plan 37R-?, Norfolk County		2.3809
22	Part Lot 26, Block 11, Part of Lot 1, Block 10 & Part of Mather Street, Plan 182, designated as Part 22, Plan 37R-?, Norfolk County		2.3809
23	Part Lots 25 & 26, Block 11, Part of Lot 1, Block 10 & Part of Mather Street, Plan 182, designated as Part 23, Plan 37R-?, Norfolk County		2.3809
24	Part Lot 27, Block 11, Part of Lots 1 & 2, Block 10 & Part of Mather Street, Plan 182, designated as Part 24, Plan 37R-?, Norfolk County		2.3809
25	Part of Lots 2 & 3, Block 10 & Part of Mather Street, Plan 182, designated as Part 25, Plan 37R-?, Norfolk County		2.3809
26	Part of Lots 2 & 3, Block 10 & Part of Mather Street, Plan 182, designated as Part 26, Plan 37R-?, Norfolk County		2.3809
27	Part of Lots 3 & 4, Block 10, Plan 182, designated as Part 27, Plan 37R-?, Norfolk County		2.3809
28	Part of Lots 3 & 4, Block 10, Plan 182, designated as Part 28, Plan 37R-?, Norfolk County		2.3809
29	Part of Lots 4 & 5, Block 10, Plan 182, designated as Part 29, Plan 37R-?, Norfolk County		2.3809
30	Part of Lots 4 & 5, Block 10, Plan 182, designated as Part 30, Plan 37R-?, Norfolk County		2.3809
31	Part of Lots 5 & 6, Block 10, Plan 182, designated as Part 31, Plan 37R-?, Norfolk County		2.3809



***Condominium Act; 1998***  
**SCHEDULE "E"**  
**COMMON EXPENSES**

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

- (a) all expenses of the Corporation incurred by it or the board in the performance of the objects and duties of the Corporation whether such objects or duties are imposed under the provisions of the Act or of this Declaration or performed pursuant to any by-law of the Corporation;
- (b) all sums of money levied or charged to the Corporation on account of any and all public and private suppliers of insurance coverage, taxes, utilities and services including, without limiting the generality of the foregoing, levies or charges for:
  - garbage collection unless it is a municipal service;
  - insurance premiums;
  - water and sewage, unless separately metered;
  - electricity, unless separately metered;
  - waste disposal
  - fuel, including gas, oil electricity and coal;
  - maintenance materials, tools and supplies;
  - snow removal and landscaping;
  - realty taxes (including local improvement charges) levied against the property rights held by the Corporation and which are the responsibility of the Corporation; and
  - maintenance of the lawns and landscaping on the POTLs.
- (c) remuneration payable by the Corporation to any employees deemed necessary for the proper operation and maintenance of the property;
- (d) the cost of maintaining fidelity bonds as provided in the by-laws;
- (e) all sums of money paid or payable by the Corporation to or for the benefit of any and all persons, firms or corporations engaged or retained by the Corporation, the board, its duly authorized agents, servants and employees for the purpose of performing any or all of the duties of the Corporation, including without limitation, legal, engineering, accounting, expert appraisal, advisory, maintenance, managerial and secretarial services;
- (f) the cost of equipment for use in and about the common elements including the repair, maintenance, operation or replacement thereof;
- (g) the cost of borrowing money for the purpose of carrying out the objects and duties of the corporation;
- (h) the cost of insurance appraisals;
- (i) the fees of the Insurance Trustee, if any is retained;

- (j) the cost of any professional services performed on behalf of the Corporation;
- (k) all expenses specified as common expenses in the Act.
- (l) all sums of money paid or payable by the Corporation in order to comply with the terms and provisions of any outstanding municipal agreements, if any.
- (m) all sums of money owing by a unit owner pursuant to any provision of the Act, this declaration or the by-laws, including but not limited to a unit owner's obligation to pay for costs incurred by the Corporation for maintenance and/or repairs for which the unit owner is responsible as well as any insurance deductible for which the Act, the declaration or the by-law makes the unit owner responsible.
- (n) all sums of money assessed by the Corporation for the reserve fund to be paid by every owner as part of their contribution towards common expenses, for the major repair and replacement of the common elements and assets of the Corporation.

*Condominium Act; 1998*  
**SCHEDULE "F"**  
**EXCLUSIVE USE AREAS**

There are no exclusive use Common Elements within the Condominium

*Condominium Act; 1998*

**SCHEDULE "G"**

**CERTIFICATE OF ARCHITECT OR ENGINEER**

**(SCHEDULE G TO DECLARATION FOR A COMMON ELEMENTS CONDOMINIUM CORPORATION)**

**(UNDER CLAUSE 8(1)(E) OR (H) OF THE CONDOMINIUM ACT; 1998)**

I certify that:

I.

Each building and structure that the declaration and description show are included in the common elements has been constructed in accordance with the regulations made under the *Condominium Act; 1998*, with respect to the following matters:

*(Check whichever boxes are applicable)*

1,2,3  The declaration and description show that there are no buildings or structures included in the common elements.

OR

1.  The exterior building envelope, including roofing assembly, exterior wall cladding, doors and windows, caulking and sealants, is whether resistant if required by the construction documents and has been completed in general conformity with the construction documents.

2.  Floor assemblies of the buildings and structures are constructed and completed to the final covering.

3.  Walls and ceilings of the buildings and structures are completed to the drywall (including taping and sanding), plaster or other final covering.

4.  All underground garages have walls and floor assemblies in place.

OR

There are no underground garages.

5.  All elevating devices as defined in the *Elevating Devices Act* are licensed under that Act if it requires a licence, except for elevating devices contained wholly in a unit and designed for use only within the unit.

OR

There are no elevating devices as defined in the *Elevating Devices Act*, except for elevating devices contained wholly in a unit and designed for use only within the unit.

6.  All installations with respect to the provision of water and sewage services are in place and operable.

OR

There are no installations with respect to the provision of water and sewage services.

7.  All installations with respect to the provision of heat and ventilation are in place and heat and ventilation can be provided.

OR

There are no installations with respect to the provision of heat and ventilation.



*Condominium Act; 1998*

**SCHEDULE "H"**

Items that are included in the common elements of the Condominium:

Buildings and Structures that are included in the Common Elements

1. There are no buildings and structures that are included in the Common Elements.

Facilities and Services that are included in the Common Elements

1. Storm, sanitary and watermain services - below grade conduits servicing the Parcels of Tied Land.
2. Hydro services – below grade wiring servicing the Parcels of Tied Land.
3. Visitor parking spaces – asphalt paved parking area for vehicles.
4. Internal Road – asphalt paved internal road leading to Parcels of Tied Land and to visitor parking areas.
5. Utility pedestals and transformer boxes.
6. Storm water management pond.
7. Pad containing centralized mailbox facilities.
8. Fences.
9. Landscaped and open space areas with the Common Elements.
10. Garbage and recycling enclosure/area
11. Pumping station sewer and generator
12. Catch basins

*Condominium Act; 1998*

**SCHEDULE "I"**

**CERTIFICATE OF OWNER IN THE MATTER OF A COMMON ELEMENTS  
CONDOMINIUM CORPORATION**

**(under clause 139(1) of the *Condominium Act, 1998*)**

1. 2619819 Ontario Limited is the owner of the freehold estate in all of lands described as  
  
Lots 25-34, Block 11, PL 182; Lot 1 Block 10 Plan 182, Part of Lots 2-7, Block 10, Plan 182; Part of Mather Street, Part of Sutton Street, Plan 182 (Formerly Wilson Street) Closed by NR596326, designated as Parts 1 through 42 and 44 through 58 inclusive on Reference Plan TBA, Norfolk County  
  
BEING ALL OF PINS tba TO AND INCLUSIVE OF TBA
  
2. 2619819 Ontario Limited consents to the registration of the attached declaration to create a Common Elements Condominium Corporation (known as the "Corporation") on  
  
LT 25-34 BLK 11 PL 182; ALL LOT 1 BLK 10 PL 182, PT LT 2-7 BLK 10 PL 182; PT MATHER ST, SUTTON ST PL 182 (FORMERLY WILSON ST) CLOSED BY NR596326, PART 1 ON 37R11616; NORFOLK COUNTY  
  
being all of PIN 50189-0146 (LT)
  
3. 2619819 Ontario Limited acknowledges that, upon registration of the Declaration and the description, the Parcel will become subject to all encumbrances, if any, outstanding against the property described in Schedule "A" to the declaration.
  
4. 2619819 Ontario Limited consents to the registration of a notice in the prescribed form against the Parcel indicating that a common interest in the Corporation, as the common interest is set out in Schedule "D" to the declaration, attaches to the Parcel upon the registration of the declaration and description.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20.

**2619819 ONTARIO LIMITED**

Per: \_\_\_\_\_  
Henry Boer - President

Per: \_\_\_\_\_  
Christopher Van Sickle - Vice President

We have authority to bind the corporation

*Condominium Act; 1998*

**SCHEDULE "J"**

**NOTICE OF ATTACHMENT OF A COMMON INTEREST IN A  
COMMON ELEMENTS CONDOMINIUM CORPORATION**

**(UNDER CLAUSE 139(2)(B) OF THE CONDOMINIUM ACT, 1998)**

Take Notice that:

1. The attached declaration and the description create a Common Elements Condominium Corporation (known as the "Corporation").
2. A common interest in the Corporation, as the common interest as set out in Schedule "D" to this declaration, attaches to the following parcels of land (known as the "Parcels):
3. Lots 25-34, Block 11, PL 182; Lot 1 Block 10 Plan 182, Part of Lots 2-7, Block 10, Plan 182; Part of Mather Street, Part of Sutton Street, Plan 182 (Formerly Wilson Street) Closed by NR596326, designated as Parts 1 through 42 and 44 through 58 inclusive on Reference Plan TBA, Norfolk County

BEING ALL OF PINS tba TO AND INCLUSIVE OF TBA

4. The common interest cannot be severed from the Parcel upon the sale of the Parcel or the enforcement of an encumbrance registered against the Parcel.
5. A copy of the certificate of the owner of the Parcel consenting to the registration of the declaration and this notice is attached to this declaration as Schedule "I".
6. If the owner of the Parcel defaults in the obligation to contribute to the common expenses of the Corporation, the Corporation has a lien against the Parcel.

DATED this                      day of                      , 20.

**2619819 ONTARIO LIMITED**

Per: \_\_\_\_\_  
Henry Boer - President

Per: \_\_\_\_\_  
Christopher Van Sickle, Vice President


We have authority to bind the corporation

**MAP A**  
**CONTEXT MAP**  
 Urban Area of SIMCOE

28CDPL2026007

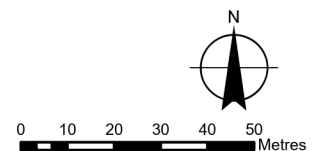


**Legend**

 Subject Lands

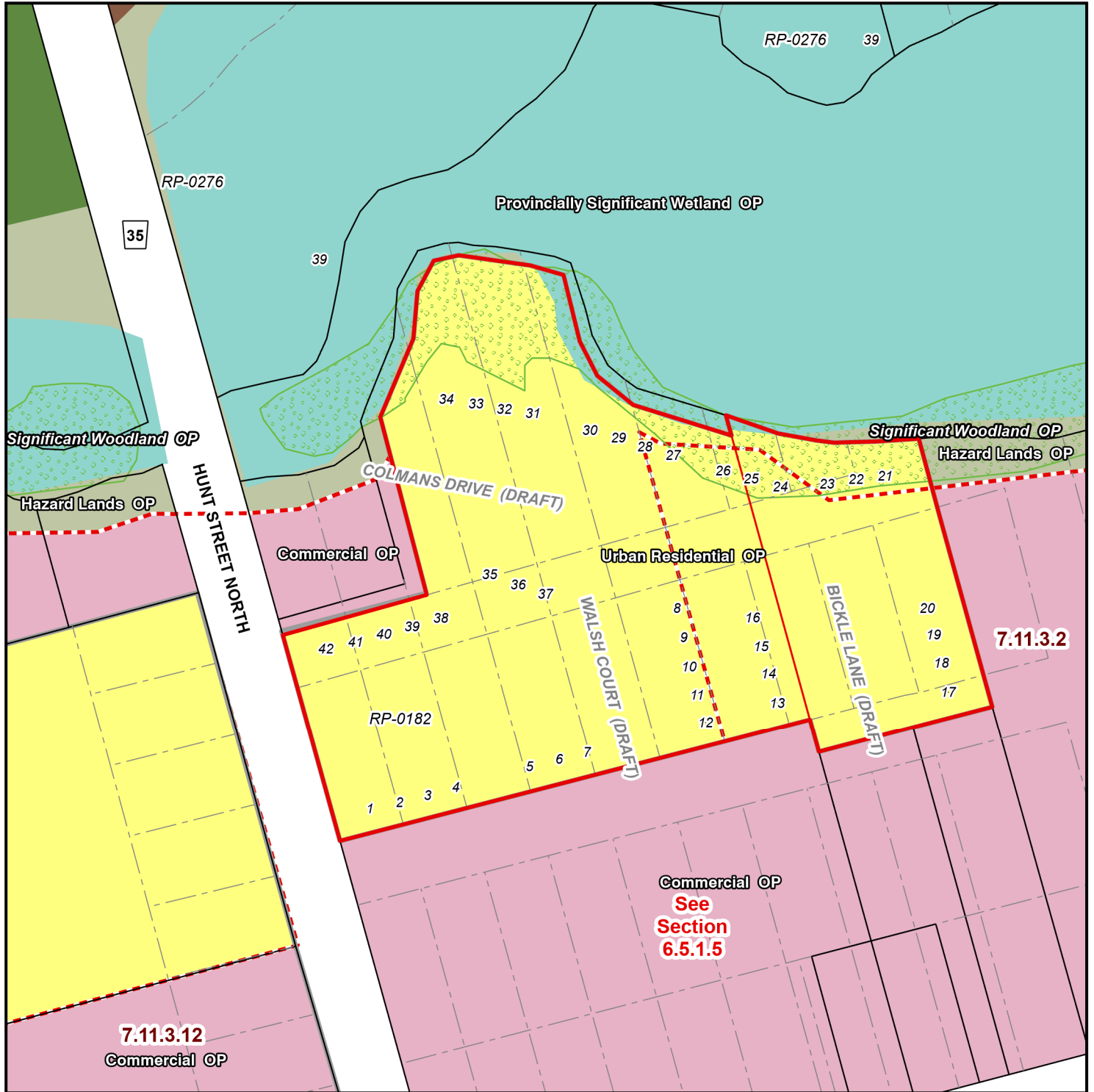
3/10/2026

2020 Air Photo



**MAP B**  
**OFFICIAL PLAN MAP**  
 Urban Area of SIMCOE

28CDPL2026007



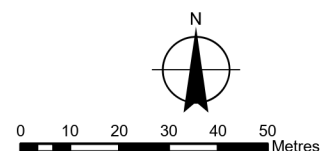
**Legend**

Subject Lands

Official Plan Designations

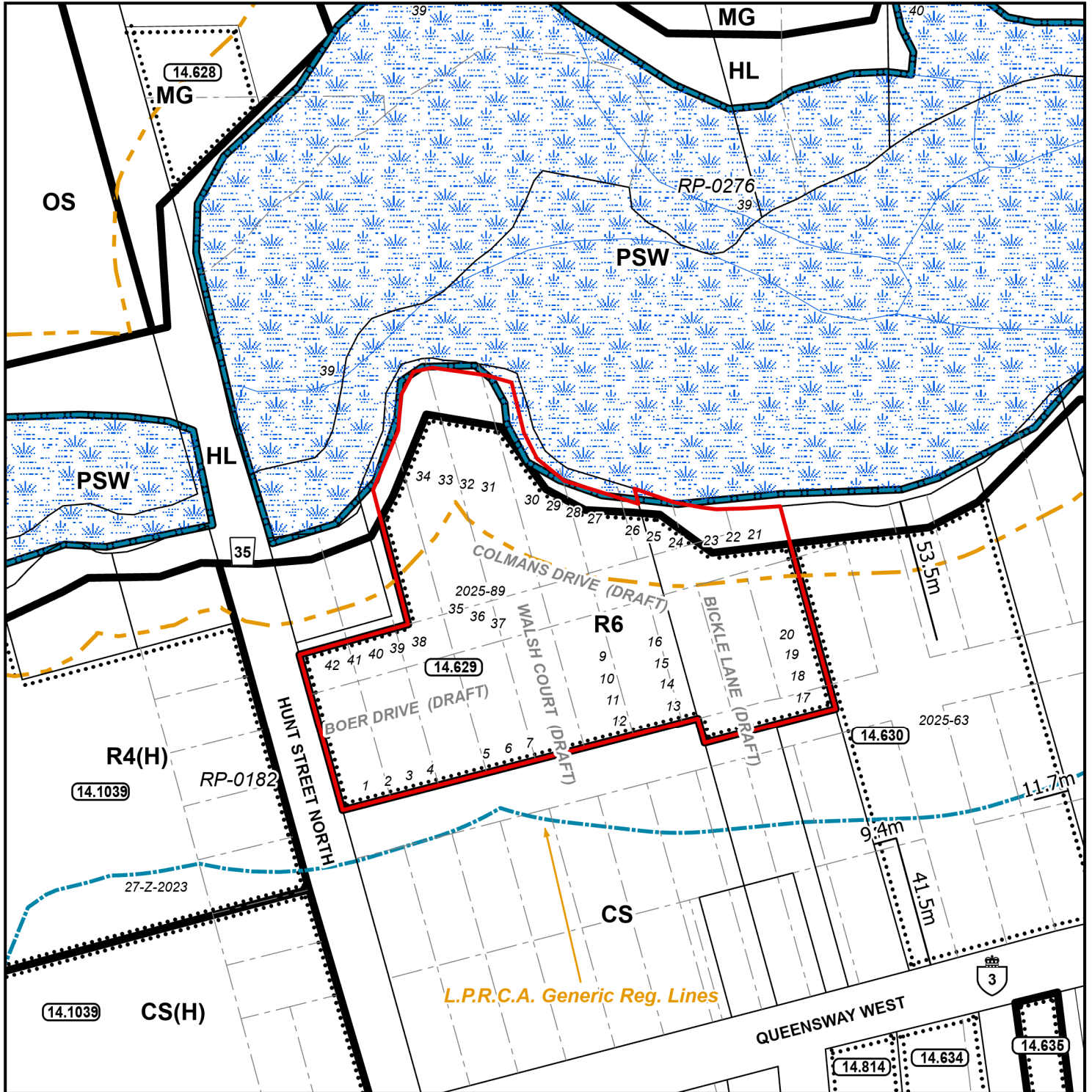
- |  |  |   |
|--|--|---|
| <span style="display: inline-block; width: 15px; height: 10px; background-color: #c8e6c9; border: 1px solid black;"></span> Hazard Lands                     | <span style="display: inline-block; width: 15px; height: 10px; background-color: #e0e0e0; border: 1px solid black;"></span> Protected Industrial | <span style="display: inline-block; border: 2px dashed red; width: 15px; height: 10px;"></span> Special Policy Area |
| <span style="display: inline-block; width: 15px; height: 10px; background-color: #e0f2f1; border: 1px solid black;"></span> Provincially Significant Wetland | <span style="display: inline-block; width: 15px; height: 10px; background-color: #c8e6c9; border: 1px solid black;"></span> Parks & Open Space   | <span style="display: inline-block; border: 2px dashed red; width: 15px; height: 10px;"></span> Urban Area Boundary |
| <span style="display: inline-block; width: 15px; height: 10px; background-color: #fff9c4; border: 1px solid black;"></span> Urban Residential                | <span style="display: inline-block; width: 15px; height: 10px; background-color: #e0e0e0; border: 1px solid black;"></span> Significant Woodland |   |
| <span style="display: inline-block; width: 15px; height: 10px; background-color: #e0e0e0; border: 1px solid black;"></span> Commercial                       |  |   |

3/10/2026



**MAP C**  
**ZONING BY-LAW MAP**  
 Urban Area of SIMCOE

28CDPL2026007



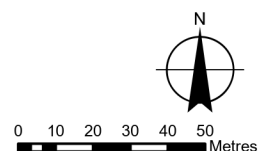
**LEGEND**

- Subject Lands
- Adjacent Lands
- Wetland
- LPRCA Generic RegLines

ZONING BY-LAW 1-Z-2014

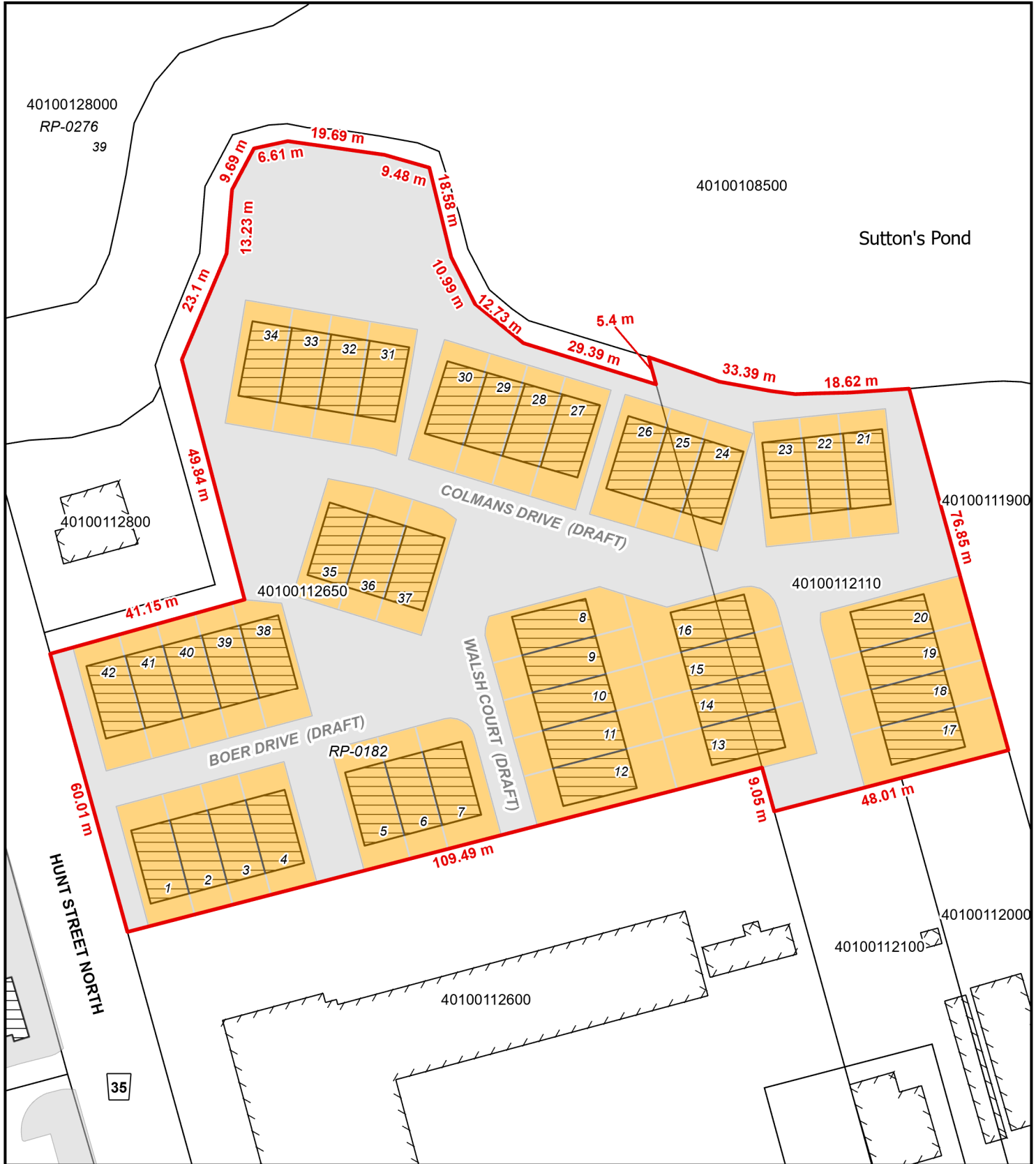
3/10/2026

- (H) - Holding
- CS - Service Commercial Zone
- MG - General Industrial Zone
- HL - Hazard Land Zone
- OS - Open Space Zone
- PSW - Provincially Significant Wetland Zone
- R4 - Residential R4 Zone
- R6 - Residential R6 Zone



CONCEPTUAL PLAN

Urban Area of SIMCOE



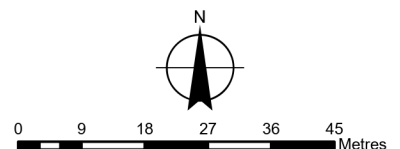
Legend

Subject Lands

Proposed Lots By Type

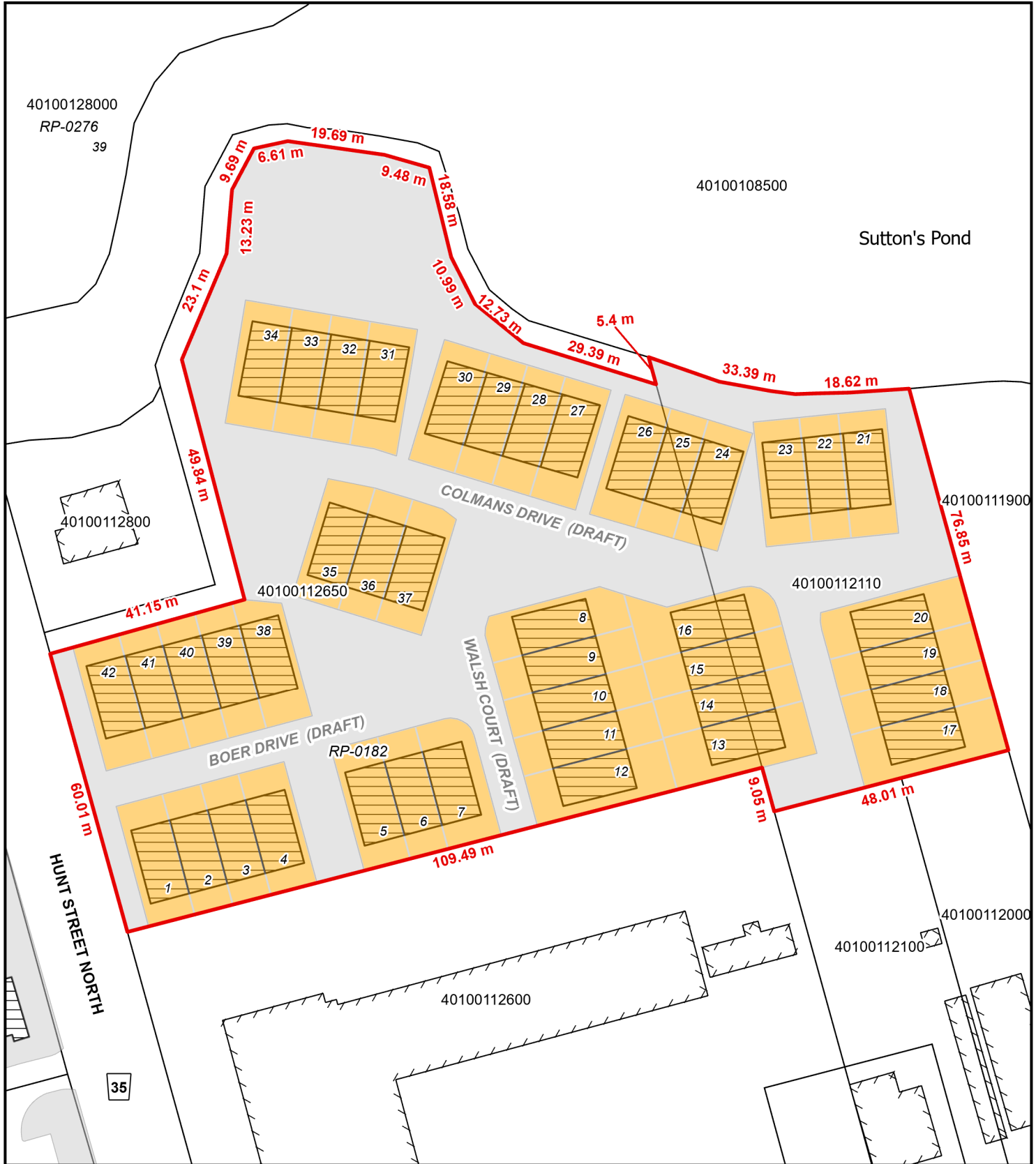
- Multi Family Dwellings
- Other

3/10/2026



CONCEPTUAL PLAN

Urban Area of SIMCOE



Legend

Subject Lands

Proposed Lots By Type

Multi Family Dwellings

Other

3/10/2026

