



# Document General

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Form 4 - Land Registration Reform Act

|  |  |
|--|--|
| <p style="font-size: 2em; font-family: cursive;">SC914654</p> <p><b>Certificate of Receipt</b><br/><b>Certificat de Récapissé</b></p> <p style="font-size: 1.2em;">JUN 08 2011 / 331</p> <p style="text-align: center;"><i>[Signature]</i><br/>Land Registrar / Régistrateur Simcoe #51 Barrie</p> <p>New Property Identifiers</p> <p style="text-align: right;">Additional:<br/>See<br/>Schedule <input type="checkbox"/></p> <p>Executions</p> <p style="text-align: right;">Additional:<br/>See<br/>Schedule <input type="checkbox"/></p> | <p>(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/> (2) Page 1 of 58 pages</p>  |
|  | <p>(3) Property Identifiers Block Property Additional:<br/>See Schedule <input checked="" type="checkbox"/></p> <p style="text-align: center;">59102-0001</p>  |
|  | <p>(4) Nature of Document<br/>Notice - Section 71 of The Land Titles Act</p>   |
|  | <p>(5) Consideration<br/>NIL Dollars \$ NIL</p>  |
|  | <p>(6) Description<br/>All Units and Common Elements comprising<br/>Simcoe Condominium Corporation No. 102<br/>Town of Collingwood <i>plan</i><br/>County of Simcoe</p> <p>See Schedule</p>  |
|  | <p>(7) This Document Contains (a) Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input checked="" type="checkbox"/> Additional Parties <input checked="" type="checkbox"/> Other <input checked="" type="checkbox"/></p> |

8) This Document provides as follows:

I, Andrew D. Ain, am the Solicitor for Simcoe Condominium Corporation Nos. 102, 107, 113, 122, 126, 136, 194, 199, 211, 214, 218, 231, 238, 245, 254, 261, 269, 285 and 301.

I confirm that the Applicants have an unregistered estate, right, interest or equity in the land described in the Schedule attached hereto, and hereby apply under Section 71 of The Land Titles Act for the entry of a notice in the registers for the said lands set out in the said Schedule.

This Notice will be effective for an indeterminate time.

The address for service of the Applicants is:  
c/o Brookfield Residential Services Ltd.  
470 Mariners Way, Collingwood, ON L9Y 5C7

*[Signature]*  
Andrew D. Ain, Solicitor

Continued on Schedule

9) This Document relates to Instrument number(s)

10) Parties (Set out Status or Interest)

Name(s)  
Simcoe Condominium Corporation No. 102

by its Solicitors, BURGAR ROWE PROFESSIONAL CORPORATION

per. Andrew Ain

Signature(s)

Date of Signature  
Y M D

2011 06 25

(Continued on Schedule)

11) Address for Service c/o 470 Mariners Way, Collingwood, ON L9Y 5C7

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 D. Ain

Burgar Rowe Professional Corporation  
90 Mulcaster Street  
Barrie ON L4M 6M1

Fees and Tax

Registration Fee

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Total

70

Box 6 Description continued:

SCHEDULE

- All Units and Common Elements comprising SIMCOE CONDOMINIUM PLAN NO. 102;
- All Units and Common Elements comprising SIMCOE CONDOMINIUM PLAN NO. 107;
- All Units and Common Elements comprising SIMCOE CONDOMINIUM PLAN NO. 113;
- All Units and Common Elements comprising SIMCOE CONDOMINIUM PLAN NO. 122;
- All Units and Common Elements comprising SIMCOE CONDOMINIUM PLAN NO. 126;
- All Units and Common Elements comprising SIMCOE CONDOMINIUM PLAN NO. 136;
- All Units and Common Elements comprising SIMCOE CONDOMINIUM PLAN NO. 194;
- All Units and Common Elements comprising SIMCOE CONDOMINIUM PLAN NO. 199;
- All Units and Common Elements comprising SIMCOE CONDOMINIUM PLAN NO. 211;
- All Units and Common Elements comprising SIMCOE CONDOMINIUM PLAN NO. 214;
- All Units and Common Elements comprising SIMCOE CONDOMINIUM PLAN NO. 218;
- All Units and Common Elements comprising SIMCOE CONDOMINIUM PLAN NO. 231;
- All Units and Common Elements comprising SIMCOE CONDOMINIUM PLAN NO. 238;
- All Units and Common Elements comprising SIMCOE CONDOMINIUM PLAN NO. 245;
- All Units and Common Elements comprising SIMCOE CONDOMINIUM PLAN NO. 254;
- All Units and Common Elements comprising SIMCOE STANDARD CONDOMINIUM PLAN NO. 261;
- All Units and Common Elements comprising SIMCOE STANDARD CONDOMINIUM PLAN NO. 269;
- All Units and Common Elements comprising SIMCOE STANDARD CONDOMINIUM PLAN NO. 285;
- All Units and Common Elements comprising SIMCOE STANDARD CONDOMINIUM PLAN NO. 301.

Box 10 Parties Continued:

SCHEDULE

- SIMCOE CONDOMINIUM CORPORATION NO. 102;
- SIMCOE CONDOMINIUM CORPORATION NO. 107;
- SIMCOE CONDOMINIUM CORPORATION NO. 113;
- SIMCOE CONDOMINIUM CORPORATION NO. 122;
- SIMCOE CONDOMINIUM CORPORATION NO. 126;
- SIMCOE CONDOMINIUM CORPORATION NO. 136;
- SIMCOE CONDOMINIUM CORPORATION NO. 194;
- SIMCOE CONDOMINIUM CORPORATION NO. 199;
- SIMCOE CONDOMINIUM CORPORATION NO. 211;
- SIMCOE CONDOMINIUM CORPORATION NO. 214;
- SIMCOE CONDOMINIUM CORPORATION NO. 218;
- SIMCOE CONDOMINIUM CORPORATION NO. 231;
- SIMCOE CONDOMINIUM CORPORATION NO. 238;
- SIMCOE CONDOMINIUM CORPORATION NO. 245;
- SIMCOE CONDOMINIUM CORPORATION NO. 254;
- SIMCOE STANDARD CONDOMINIUM CORPORATION NO. 261;
- SIMCOE STANDARD CONDOMINIUM CORPORATION NO. 269;
- SIMCOE STANDARD CONDOMINIUM CORPORATION NO. 285;
- SIMCOE STANDARD CONDOMINIUM CORPORATION NO. 301.

Additional Property Identifier(s) and/or Other Information

Box 3 cont'd

 SIMCOE CONDOMINIUM PLAN NO. 102  
 (NUM RO DE L'ASSOCIATION CONDOMINIALE DE SIMCOE)

| UNIT<br>(Partie<br>privative) | LEVEL<br>( étage) | PROPERTY ID.<br>(Cote fonci)re |
|-------------------------------|-------------------|--------------------------------|
| 1                             | 1                 | 59102-0001                     |
| 2                             | 1                 | 59102-0002                     |
| 3                             | 1                 | 59102-0003                     |
| 4                             | 1                 | 59102-0004                     |
| 5                             | 1                 | 59102-0005                     |
| 6                             | 1                 | 59102-0006                     |
| 7                             | 1                 | 59102-0007                     |
| 8                             | 1                 | 59102-0008                     |
| 9                             | 1                 | 59102-0009                     |
| 10                            | 1                 | 59102-0010                     |
| 11                            | 1                 | 59102-0011                     |
| 12                            | 1                 | 59102-0012                     |
| 13                            | 1                 | 59102-0013                     |
| 14                            | 1                 | 59102-0014                     |
| 15                            | 1                 | 59102-0015                     |
| 16                            | 1                 | 59102-0016                     |
| 17                            | 1                 | 59102-0017                     |
| 18                            | 1                 | 59102-0018                     |
| 1                             | 2                 | 59102-0019                     |
| 2                             | 2                 | 59102-0020                     |
| 3                             | 2                 | 59102-0021                     |
| 4                             | 2                 | 59102-0022                     |
| 5                             | 2                 | 59102-0023                     |
| 6                             | 2                 | 59102-0024                     |
| 7                             | 2                 | 59102-0025                     |
| 8                             | 2                 | 59102-0026                     |
| 9                             | 2                 | 59102-0027                     |
| 10                            | 2                 | 59102-0028                     |

 SIMCOE CONDOMINIUM PLAN NO. 107  
 (NUM RO DE L'ASSOCIATION CONDOMINIALE DE SIMCOE)

| UNIT<br>(Partie<br>privative) | LEVEL<br>( étage) | PROPERTY ID.<br>(Cote fonci)re |
|-------------------------------|-------------------|--------------------------------|
| 1                             | 1                 | 59107-0001                     |
| 2                             | 1                 | 59107-0002                     |
| 3                             | 1                 | 59107-0003                     |
| 4                             | 1                 | 59107-0004                     |
| 5                             | 1                 | 59107-0005                     |
| 6                             | 1                 | 59107-0006                     |
| 7                             | 1                 | 59107-0007                     |
| 8                             | 1                 | 59107-0008                     |
| 9                             | 1                 | 59107-0009                     |
| 10                            | 1                 | 59107-0010                     |
| 11                            | 1                 | 59107-0011                     |
| 12                            | 1                 | 59107-0012                     |
| 13                            | 1                 | 59107-0013                     |
| 14                            | 1                 | 59107-0014                     |
| 15                            | 1                 | 59107-0015                     |

USE ONLY

Additional Property Identifier(s) and/or Other Information

|    |   |            |
|----|---|------------|
| 16 | 1 | 59107-0016 |
| 17 | 1 | 59107-0017 |
| 18 | 1 | 59107-0018 |
| 1  | 2 | 59107-0019 |
| 2  | 2 | 59107-0020 |
| 3  | 2 | 59107-0021 |
| 4  | 2 | 59107-0022 |
| 5  | 2 | 59107-0023 |
| 6  | 2 | 59107-0024 |
| 7  | 2 | 59107-0025 |
| 8  | 2 | 59107-0026 |
| 9  | 2 | 59107-0027 |
| 10 | 2 | 59107-0028 |

~~SIMCOE CONDOMINIUM PLAN NO. 108  
(NUM RO DE L'ASSOCIATION CONDOMINIALE DE SIMCOE)~~

| UNIT<br>(Partie<br>privative) | LEVEL<br>(tage) | PROPERTY ID.<br>(Cote fonciere) |
|-------------------------------|-----------------|---------------------------------|
| 1                             | 1               | 59108-0001                      |
| 2                             | 1               | 59108-0002                      |
| 1                             | 2               | 59108-0003                      |
| 2                             | 2               | 59108-0004                      |

SIMCOE CONDOMINIUM PLAN NO. 113  
(NUM RO DE L'ASSOCIATION CONDOMINIALE DE SIMCOE)

| UNIT<br>(Partie<br>privative) | LEVEL<br>(tage) | PROPERTY ID.<br>(Cote fonciere) |
|-------------------------------|-----------------|---------------------------------|
| 1                             | 1               | 59113-0001                      |
| 2                             | 1               | 59113-0002                      |
| 3                             | 1               | 59113-0003                      |
| 4                             | 1               | 59113-0004                      |
| 5                             | 1               | 59113-0005                      |
| 6                             | 1               | 59113-0006                      |
| 7                             | 1               | 59113-0007                      |
| 8                             | 1               | 59113-0008                      |
| 9                             | 1               | 59113-0009                      |
| 10                            | 1               | 59113-0010                      |
| 11                            | 1               | 59113-0011                      |
| 12                            | 1               | 59113-0012                      |
| 13                            | 1               | 59113-0013                      |
| 14                            | 1               | 59113-0014                      |
| 1                             | 2               | 59113-0015                      |
| 2                             | 2               | 59113-0016                      |
| 3                             | 2               | 59113-0017                      |
| 4                             | 2               | 59113-0018                      |
| 5                             | 2               | 59113-0019                      |
| 6                             | 2               | 59113-0020                      |

USE ONLY

Additional Property Identifier(s) and/or Other Information

|    |   |            |
|----|---|------------|
| 7  | 2 | 59113-0021 |
| 8  | 2 | 59113-0022 |
| 9  | 2 | 59113-0023 |
| 10 | 2 | 59113-0024 |
| 11 | 2 | 59113-0025 |
| 12 | 2 | 59113-0026 |
| 13 | 2 | 59113-0027 |
| 14 | 2 | 59113-0028 |
| 15 | 2 | 59113-0029 |
| 16 | 2 | 59113-0030 |
| 17 | 2 | 59113-0031 |
| 18 | 2 | 59113-0032 |
| 19 | 2 | 59113-0033 |
| 20 | 2 | 59113-0034 |
| 21 | 2 | 59113-0035 |
| 22 | 2 | 59113-0036 |
| 23 | 2 | 59113-0037 |
| 24 | 2 | 59113-0038 |
| 25 | 2 | 59113-0039 |
| 26 | 2 | 59113-0040 |

SIMCOE CONDOMINIUM PLAN NO. 122  
(NUM RO DE L'ASSOCIATION CONDOMINIALE DE SIMCOE)

| UNIT<br>(Partie<br>privative) | LEVEL<br>( Etage) | PROPERTY ID.<br>(Cote fonci)re |
|-------------------------------|-------------------|--------------------------------|
| 1                             | 1                 | 59122-0001                     |
| 2                             | 1                 | 59122-0002                     |
| 3                             | 1                 | 59122-0003                     |
| 4                             | 1                 | 59122-0004                     |
| 5                             | 1                 | 59122-0005                     |
| 6                             | 1                 | 59122-0006                     |
| 7                             | 1                 | 59122-0007                     |
| 8                             | 1                 | 59122-0008                     |
| 9                             | 1                 | 59122-0009                     |
| 10                            | 1                 | 59122-0010                     |
| 11                            | 1                 | 59122-0011                     |
| 12                            | 1                 | 59122-0012                     |
| 13                            | 1                 | 59122-0013                     |
| 14                            | 1                 | 59122-0014                     |
| 15                            | 1                 | 59122-0015                     |
| 16                            | 1                 | 59122-0016                     |
| 17                            | 1                 | 59122-0017                     |
| 18                            | 1                 | 59122-0018                     |
| 19                            | 1                 | 59122-0019                     |
| 20                            | 1                 | 59122-0020                     |
| 21                            | 1                 | 59122-0021                     |
| 22                            | 1                 | 59122-0022                     |
| 23                            | 1                 | 59122-0023                     |
| 24                            | 1                 | 59122-0024                     |
| 25                            | 1                 | 59122-0025                     |

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ditional Property Identifier(s) and/or Other Information

|    |   |            |
|----|---|------------|
| 26 | 1 | 59122-0026 |
| 27 | 1 | 59122-0027 |
| 28 | 1 | 59122-0028 |
| 29 | 1 | 59122-0029 |
| 30 | 1 | 59122-0030 |
| 31 | 1 | 59122-0031 |
| 32 | 1 | 59122-0032 |
| 33 | 1 | 59122-0033 |
| 34 | 1 | 59122-0034 |
| 35 | 1 | 59122-0035 |
| 1  | 2 | 59122-0036 |
| 2  | 2 | 59122-0037 |
| 3  | 2 | 59122-0038 |
| 4  | 2 | 59122-0039 |
| 5  | 2 | 59122-0040 |
| 6  | 2 | 59122-0041 |
| 7  | 2 | 59122-0042 |
| 8  | 2 | 59122-0043 |
| 9  | 2 | 59122-0044 |
| 10 | 2 | 59122-0045 |

SIMCOE CONDOMINIUM PLAN NO. 122  
(NUM RO DE L'ASSOCIATION CONDOMINIALE DE SIMCOE)

| UNIT<br>(Partie<br>privative) | LEVEL<br>( tage) | PROPERTY ID.<br>(Cote fonci}re) |
|-------------------------------|------------------|---------------------------------|
| 11                            | 2                | 59122-0046                      |
| 12                            | 2                | 59122-0047                      |
| 13                            | 2                | 59122-0048                      |
| 14                            | 2                | 59122-0049                      |

SIMCOE CONDOMINIUM PLAN NO. 126  
(NUM RO DE L'ASSOCIATION CONDOMINIALE DE SIMCOE)

| UNIT<br>(Partie<br>privative) | LEVEL<br>( tage) | PROPERTY ID.<br>(Cote fonci}re) |
|-------------------------------|------------------|---------------------------------|
| 1                             | 1                | 59126-0001                      |
| 2                             | 1                | 59126-0002                      |
| 3                             | 1                | 59126-0003                      |
| 4                             | 1                | 59126-0004                      |
| 5                             | 1                | 59126-0005                      |
| 6                             | 1                | 59126-0006                      |
| 7                             | 1                | 59126-0007                      |
| 8                             | 1                | 59126-0008                      |
| 9                             | 1                | 59126-0009                      |
| 10                            | 1                | 59126-0010                      |
| 11                            | 1                | 59126-0011                      |
| 12                            | 1                | 59126-0012                      |
| 13                            | 1                | 59126-0013                      |
| 14                            | 1                | 59126-0014                      |
| 1                             | 2                | 59126-0015                      |

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Additional Property Identifier(s) and/or Other Information

|    |   |            |
|----|---|------------|
| 2  | 2 | 59126-0016 |
| 3  | 2 | 59126-0017 |
| 4  | 2 | 59126-0018 |
| 5  | 2 | 59126-0019 |
| 6  | 2 | 59126-0020 |
| 7  | 2 | 59126-0021 |
| 8  | 2 | 59126-0022 |
| 9  | 2 | 59126-0023 |
| 10 | 2 | 59126-0024 |
| 11 | 2 | 59126-0025 |
| 12 | 2 | 59126-0026 |
| 13 | 2 | 59126-0027 |
| 14 | 2 | 59126-0028 |
| 15 | 2 | 59126-0029 |
| 16 | 2 | 59126-0030 |
| 17 | 2 | 59126-0031 |
| 18 | 2 | 59126-0032 |
| 19 | 2 | 59126-0033 |
| 20 | 2 | 59126-0034 |
| 21 | 2 | 59126-0035 |
| 22 | 2 | 59126-0036 |
| 23 | 2 | 59126-0037 |
| 24 | 2 | 59126-0038 |
| 25 | 2 | 59126-0039 |
| 26 | 2 | 59126-0040 |

SIMCOE CONDOMINIUM PLAN NO. 136  
 (NUM RO DE L'ASSOCIATION CONDOMINIALE DE SIMCOE)

| UNIT<br>(Partie<br>privative) | LEVEL<br>( étage) | PROPERTY ID.<br>(Cote fonci)re) |
|-------------------------------|-------------------|---------------------------------|
| 1                             | 1                 | 59136-0001                      |
| 2                             | 1                 | 59136-0002                      |
| 3                             | 1                 | 59136-0003                      |
| 4                             | 1                 | 59136-0004                      |
| 5                             | 1                 | 59136-0005                      |
| 6                             | 1                 | 59136-0006                      |
| 7                             | 1                 | 59136-0007                      |
| 8                             | 1                 | 59136-0008                      |
| 9                             | 1                 | 59136-0009                      |
| 10                            | 1                 | 59136-0010                      |
| 11                            | 1                 | 59136-0011                      |
| 12                            | 1                 | 59136-0012                      |
| 13                            | 1                 | 59136-0013                      |
| 14                            | 1                 | 59136-0014                      |
| 15                            | 1                 | 59136-0015                      |
| 16                            | 1                 | 59136-0016                      |
| 17                            | 1                 | 59136-0017                      |
| 18                            | 1                 | 59136-0018                      |
| 1                             | 2                 | 59136-0019                      |
| 2                             | 2                 | 59136-0020                      |

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Additional Property Identifier(s) and/or Other Information

|    |   |            |
|----|---|------------|
| 3  | 2 | 59136-0021 |
| 4  | 2 | 59136-0022 |
| 5  | 2 | 59136-0023 |
| 6  | 2 | 59136-0024 |
| 7  | 2 | 59136-0025 |
| 8  | 2 | 59136-0026 |
| 9  | 2 | 59136-0027 |
| 10 | 2 | 59136-0028 |
| 11 | 2 | 59136-0029 |
| 12 | 2 | 59136-0030 |
| 13 | 2 | 59136-0031 |
| 14 | 2 | 59136-0032 |
| 15 | 2 | 59136-0033 |
| 16 | 2 | 59136-0034 |
| 17 | 2 | 59136-0035 |
| 18 | 2 | 59136-0036 |
| 19 | 2 | 59136-0037 |
| 20 | 2 | 59136-0038 |
| 21 | 2 | 59136-0039 |
| 22 | 2 | 59136-0040 |
| 23 | 2 | 59136-0041 |
| 24 | 2 | 59136-0042 |

SIMCOE CONDOMINIUM PLAN NO. 194  
(NUM RO DE L'ASSOCIATION CONDOMINIALE DE SIMCOE)

| UNIT<br>(Partie<br>privative) | LEVEL<br>( tage) | PROPERTY ID.<br>(Cote fonci}re) |
|-------------------------------|------------------|---------------------------------|
| 1                             | 1                | 59194-0001                      |
| 2                             | 1                | 59194-0002                      |
| 3                             | 1                | 59194-0003                      |
| 4                             | 1                | 59194-0004                      |
| 5                             | 1                | 59194-0005                      |
| 6                             | 1                | 59194-0006                      |
| 7                             | 1                | 59194-0007                      |
| 1                             | 2                | 59194-0008                      |
| 2                             | 2                | 59194-0009                      |

SIMCOE CONDOMINIUM PLAN NO. 199  
(NUM RO DE L'ASSOCIATION CONDOMINIALE DE SIMCOE)

| UNIT<br>(Partie<br>privative) | LEVEL<br>( tage) | PROPERTY ID.<br>(Cote fonci}re) |
|-------------------------------|------------------|---------------------------------|
| 1                             | 1                | 59199-0001                      |
| 2                             | 1                | 59199-0002                      |
| 3                             | 1                | 59199-0003                      |
| 4                             | 1                | 59199-0004                      |
| 5                             | 1                | 59199-0005                      |
| 6                             | 1                | 59199-0006                      |
| 7                             | 1                | 59199-0007                      |
| 8                             | 1                | 59199-0008                      |
| 1                             | 2                | 59199-0009                      |
| 2                             | 2                | 59199-0010                      |

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Additional Property Identifier(s) and/or Other Information

|    |   |            |
|----|---|------------|
| 3  | 2 | 59199-0011 |
| 4  | 2 | 59199-0012 |
| 5  | 2 | 59199-0013 |
| 6  | 2 | 59199-0014 |
| 7  | 2 | 59199-0015 |
| 8  | 2 | 59199-0016 |
| 9  | 2 | 59199-0017 |
| 10 | 2 | 59199-0018 |

(NUM RO DE L'ASSOCIATION CONDOMINIALE DE SIMCOE)  
SIMCOE CONDOMINIUM PLAN NO. 211

| UNIT<br>(Partie<br>privative) | LEVEL<br>( étage) | PROPERTY ID.<br>(Cote fonci}re) |
|-------------------------------|-------------------|---------------------------------|
| 1                             | 1                 | 59211-0001                      |
| 2                             | 1                 | 59211-0002                      |
| 3                             | 1                 | 59211-0003                      |
| 4                             | 1                 | 59211-0004                      |
| 5                             | 1                 | 59211-0005                      |
| 6                             | 1                 | 59211-0006                      |
| 7                             | 1                 | 59211-0007                      |
| 8                             | 1                 | 59211-0008                      |
| 1                             | 2                 | 59211-0009                      |
| 2                             | 2                 | 59211-0010                      |
| 3                             | 2                 | 59211-0011                      |
| 4                             | 2                 | 59211-0012                      |
| 5                             | 2                 | 59211-0013                      |
| 6                             | 2                 | 59211-0014                      |
| 7                             | 2                 | 59211-0015                      |
| 8                             | 2                 | 59211-0016                      |

SIMCOE CONDOMINIUM PLAN NO. 214  
(NUM RO DE L'ASSOCIATION CONDOMINIALE DE SIMCOE)

| UNIT<br>(Partie<br>privative) | LEVEL<br>( étage) | PROPERTY ID.<br>(Cote fonci}re) |
|-------------------------------|-------------------|---------------------------------|
| 1                             | 1                 | 59214-0001                      |
| 2                             | 1                 | 59214-0002                      |
| 3                             | 1                 | 59214-0003                      |
| 4                             | 1                 | 59214-0004                      |
| 5                             | 1                 | 59214-0005                      |
| 6                             | 1                 | 59214-0006                      |
| 7                             | 1                 | 59214-0007                      |
| 8                             | 1                 | 59214-0008                      |
| 9                             | 1                 | 59214-0009                      |
| 10                            | 1                 | 59214-0010                      |
| 11                            | 1                 | 59214-0011                      |
| 12                            | 1                 | 59214-0012                      |
| 13                            | 1                 | 59214-0013                      |
| 14                            | 1                 | 59214-0014                      |
| 1                             | 2                 | 59214-0015                      |
| 2                             | 2                 | 59214-0016                      |
| 3                             | 2                 | 59214-0017                      |
| 4                             | 2                 | 59214-0018                      |
| 5                             | 2                 | 59214-0019                      |
| 6                             | 2                 | 59214-0020                      |

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Additional Property Identifier(s) and/or Other Information

|    |   |            |
|----|---|------------|
| 7  | 2 | 59214-0021 |
| 8  | 2 | 59214-0022 |
| 9  | 2 | 59214-0023 |
| 10 | 2 | 59214-0024 |
| 11 | 2 | 59214-0025 |
| 12 | 2 | 59214-0026 |
| 13 | 2 | 59214-0027 |
| 14 | 2 | 59214-0028 |

SIMCOE CONDOMINIUM PLAN NO. 218  
(NUM RO DE L'ASSOCIATION CONDOMINIALE DE SIMCOE)

| UNIT<br>(Partie<br>privative) | LEVEL<br>( étage) | PROPERTY ID.<br>(Cote fonci)re) |
|-------------------------------|-------------------|---------------------------------|
| 1                             | A                 | 59218-0042                      |
| 2                             | A                 | 59218-0043                      |
| 3                             | A                 | 59218-0044                      |
| 4                             | A                 | 59218-0045                      |
| 5                             | A                 | 59218-0046                      |
| 6                             | A                 | 59218-0047                      |
| 7                             | A                 | 59218-0048                      |
| 8                             | A                 | 59218-0049                      |
| 9                             | A                 | 59218-0050                      |
| 10                            | A                 | 59218-0051                      |
| 11                            | A                 | 59218-0052                      |
| 12                            | A                 | 59218-0053                      |
| 13                            | A                 | 59218-0054                      |
| 14                            | A                 | 59218-0055                      |
| 15                            | A                 | 59218-0056                      |
| 16                            | A                 | 59218-0057                      |
| 17                            | A                 | 59218-0058                      |
| 18                            | A                 | 59218-0059                      |
| 19                            | A                 | 59218-0060                      |
| 20                            | A                 | 59218-0061                      |
| 21                            | A                 | 59218-0062                      |
| 22                            | A                 | 59218-0063                      |
| 23                            | A                 | 59218-0064                      |
| 24                            | A                 | 59218-0065                      |
| 25                            | A                 | 59218-0066                      |
| 26                            | A                 | 59218-0067                      |
| 27                            | A                 | 59218-0068                      |
| 28                            | A                 | 59218-0069                      |
| 29                            | A                 | 59218-0070                      |
| 1                             | 1                 | 59218-0001                      |
| 2                             | 1                 | 59218-0002                      |
| 3                             | 1                 | 59218-0003                      |
| 4                             | 1                 | 59218-0004                      |
| 5                             | 1                 | 59218-0005                      |
| 6                             | 1                 | 59218-0006                      |
| 7                             | 1                 | 59218-0007                      |
| 8                             | 1                 | 59218-0008                      |
| 9                             | 1                 | 59218-0009                      |
| 10                            | 1                 | 59218-0010                      |
| 11                            | 1                 | 59218-0011                      |

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Additional Property Identifier(s) and/or Other Information

|    |   |            |
|----|---|------------|
| 12 | 1 | 59218-0012 |
| 13 | 1 | 59218-0013 |
| 14 | 1 | 59218-0014 |
| 15 | 1 | 59218-0015 |
| 16 | 1 | 59218-0016 |

SIMCOE CONDOMINIUM PLAN NO. 218  
(NUM RO DE L'ASSOCIATION CONDOMINIALE DE SIMCOE)

| UNIT<br>(Partie<br>privative) | LEVEL<br>( tage) | PROPERTY ID.<br>(Cote fonci]re) |
|-------------------------------|------------------|---------------------------------|
| 17                            | 1                | 59218-0017                      |
| 1                             | 2                | 59218-0018                      |
| 2                             | 2                | 59218-0019                      |
| 3                             | 2                | 59218-0020                      |
| 4                             | 2                | 59218-0021                      |
| 5                             | 2                | 59218-0022                      |
| 6                             | 2                | 59218-0023                      |
| 7                             | 2                | 59218-0024                      |
| 8                             | 2                | 59218-0025                      |
| 9                             | 2                | 59218-0026                      |
| 10                            | 2                | 59218-0027                      |
| 11                            | 2                | 59218-0028                      |
| 12                            | 2                | 59218-0029                      |
| 1                             | 3                | 59218-0030                      |
| 2                             | 3                | 59218-0031                      |
| 3                             | 3                | 59218-0032                      |
| 4                             | 3                | 59218-0033                      |
| 5                             | 3                | 59218-0034                      |
| 6                             | 3                | 59218-0035                      |
| 7                             | 3                | 59218-0036                      |
| 8                             | 3                | 59218-0037                      |
| 9                             | 3                | 59218-0038                      |
| 10                            | 3                | 59218-0039                      |
| 11                            | 3                | 59218-0040                      |
| 12                            | 3                | 59218-0041                      |

SIMCOE CONDOMINIUM PLAN NO. 231  
(NUM RO DE L'ASSOCIATION CONDOMINIALE DE SIMCOE)

| UNIT<br>(Partie<br>privative) | LEVEL<br>( tage) | PROPERTY ID.<br>(Cote fonci]re) |
|-------------------------------|------------------|---------------------------------|
| 1                             | 1                | 59231-0001                      |
| 2                             | 1                | 59231-0002                      |
| 3                             | 1                | 59231-0003                      |
| 4                             | 1                | 59231-0004                      |
| 5                             | 1                | 59231-0005                      |
| 6                             | 1                | 59231-0006                      |
| 7                             | 1                | 59231-0007                      |
| 8                             | 1                | 59231-0008                      |
| 9                             | 1                | 59231-0009                      |
| 10                            | 1                | 59231-0010                      |

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Additional Property Identifier(s) and/or Other Information

|    |   |            |
|----|---|------------|
| 11 | 1 | 59231-0011 |
| 12 | 1 | 59231-0012 |
| 13 | 1 | 59231-0013 |
| 14 | 1 | 59231-0014 |
| 15 | 1 | 59231-0015 |
| 16 | 1 | 59231-0016 |
| 1  | 2 | 59231-0017 |
| 2  | 2 | 59231-0018 |
| 3  | 2 | 59231-0019 |
| 4  | 2 | 59231-0020 |
| 5  | 2 | 59231-0021 |
| 6  | 2 | 59231-0022 |
| 7  | 2 | 59231-0023 |
| 8  | 2 | 59231-0024 |
| 9  | 2 | 59231-0025 |
| 10 | 2 | 59231-0026 |
| 11 | 2 | 59231-0027 |
| 12 | 2 | 59231-0028 |
| 13 | 2 | 59231-0029 |
| 14 | 2 | 59231-0030 |
| 15 | 2 | 59231-0031 |
| 16 | 2 | 59231-0032 |
| 1  | 3 | 59231-0033 |
| 2  | 3 | 59231-0034 |
| 3  | 3 | 59231-0035 |
| 4  | 3 | 59231-0036 |
| 5  | 3 | 59231-0037 |
| 6  | 3 | 59231-0038 |

SIMCOE CONDOMINIUM PLAN NO. 238  
(NUM RO DE L'ASSOCIATION CONDOMINIALE DE SIMCOE)

| UNIT<br>(Partie<br>privative) | LEVEL<br>( étage) | PROPERTY ID.<br>(Cote foncière) |
|-------------------------------|-------------------|---------------------------------|
| 1                             | 1                 | 59238-0001                      |
| 2                             | 1                 | 59238-0002                      |
| 3                             | 1                 | 59238-0003                      |
| 4                             | 1                 | 59238-0004                      |
| 5                             | 1                 | 59238-0005                      |
| 6                             | 1                 | 59238-0006                      |
| 7                             | 1                 | 59238-0007                      |
| 8                             | 1                 | 59238-0008                      |
| 9                             | 1                 | 59238-0009                      |
| 10                            | 1                 | 59238-0010                      |
| 11                            | 1                 | 59238-0011                      |
| 12                            | 1                 | 59238-0012                      |
| 13                            | 1                 | 59238-0013                      |
| 14                            | 1                 | 59238-0014                      |
| 15                            | 1                 | 59238-0015                      |
| 16                            | 1                 | 59238-0016                      |
| 17                            | 1                 | 59238-0017                      |
| 18                            | 1                 | 59238-0018                      |
| 19                            | 1                 | 59238-0019                      |
| 1                             | 2                 | 59238-0020                      |

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Additional Property Identifier(s) and/or Other Information

|    |   |            |
|----|---|------------|
| 2  | 2 | 59238-0021 |
| 3  | 2 | 59238-0022 |
| 4  | 2 | 59238-0023 |
| 5  | 2 | 59238-0024 |
| 6  | 2 | 59238-0025 |
| 7  | 2 | 59238-0026 |
| 8  | 2 | 59238-0027 |
| 9  | 2 | 59238-0028 |
| 10 | 2 | 59238-0029 |
| 11 | 2 | 59238-0030 |
| 12 | 2 | 59238-0031 |
| 13 | 2 | 59238-0032 |
| 14 | 2 | 59238-0033 |
| 15 | 2 | 59238-0034 |
| 16 | 2 | 59238-0035 |
| 17 | 2 | 59238-0036 |
| 18 | 2 | 59238-0037 |
| 19 | 2 | 59238-0038 |

SIMCOE CONDOMINIUM PLAN NO. 245  
(NUM RO DE L'ASSOCIATION CONDOMINIALE DE SIMCOE)

| UNIT<br>(Partie<br>privative) | LEVEL<br>( étage) | PROPERTY ID.<br>(Cote fonci)re |
|-------------------------------|-------------------|--------------------------------|
| 1                             | 1                 | 59245-0001                     |
| 2                             | 1                 | 59245-0002                     |
| 3                             | 1                 | 59245-0003                     |
| 4                             | 1                 | 59245-0004                     |
| 5                             | 1                 | 59245-0005                     |
| 6                             | 1                 | 59245-0006                     |
| 7                             | 1                 | 59245-0007                     |
| 8                             | 1                 | 59245-0008                     |
| 9                             | 1                 | 59245-0009                     |
| 10                            | 1                 | 59245-0010                     |
| 11                            | 1                 | 59245-0011                     |
| 12                            | 1                 | 59245-0012                     |
| 13                            | 1                 | 59245-0013                     |
| 14                            | 1                 | 59245-0014                     |
| 1                             | 2                 | 59245-0015                     |
| 2                             | 2                 | 59245-0016                     |
| 3                             | 2                 | 59245-0017                     |
| 4                             | 2                 | 59245-0018                     |
| 5                             | 2                 | 59245-0019                     |
| 6                             | 2                 | 59245-0020                     |
| 7                             | 2                 | 59245-0021                     |
| 8                             | 2                 | 59245-0022                     |
| 9                             | 2                 | 59245-0023                     |
| 10                            | 2                 | 59245-0024                     |
| 11                            | 2                 | 59245-0025                     |
| 12                            | 2                 | 59245-0026                     |
| 13                            | 2                 | 59245-0027                     |
| 14                            | 2                 | 59245-0028                     |
| 1                             | 3                 | 59245-0029                     |
| 2                             | 3                 | 59245-0030                     |

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

|    |   |            |
|----|---|------------|
| 3  | 3 | 59245-0031 |
| 4  | 3 | 59245-0032 |
| 5  | 3 | 59245-0033 |
| 6  | 3 | 59245-0034 |
| 7  | 3 | 59245-0035 |
| 8  | 3 | 59245-0036 |
| 9  | 3 | 59245-0037 |
| 10 | 3 | 59245-0038 |

SIMCOE CONDOMINIUM PLAN NO. 254  
(NUM RO DE L'ASSOCIATION CONDOMINIALE DE SIMCOE)

| UNIT<br>(Partie<br>privative) | LEVEL<br>( tage) | PROPERTY ID.<br>(Cote fonci}re) |
|-------------------------------|------------------|---------------------------------|
| 1                             | 1                | 59254-0001                      |
| 2                             | 1                | 59254-0002                      |
| 3                             | 1                | 59254-0003                      |
| 4                             | 1                | 59254-0004                      |
| 5                             | 1                | 59254-0005                      |
| 6                             | 1                | 59254-0006                      |
| 7                             | 1                | 59254-0007                      |
| 8                             | 1                | 59254-0008                      |
| 1                             | 2                | 59254-0009                      |
| 2                             | 2                | 59254-0010                      |
| 3                             | 2                | 59254-0011                      |
| 4                             | 2                | 59254-0012                      |
| 5                             | 2                | 59254-0013                      |
| 6                             | 2                | 59254-0014                      |
| 7                             | 2                | 59254-0015                      |
| 8                             | 2                | 59254-0016                      |
| 1                             | 3                | 59254-0017                      |
| 2                             | 3                | 59254-0018                      |
| 3                             | 3                | 59254-0019                      |
| 4                             | 3                | 59254-0020                      |
| 5                             | 3                | 59254-0021                      |
| 6                             | 3                | 59254-0022                      |
| 7                             | 3                | 59254-0023                      |
| 8                             | 3                | 59254-0024                      |

SIMCOE STANDARD CONDOMINIUM PLAN NO. 261  
(NUM RO DE L'ASSOCIATION CONDOMINIALE DE SIMCOE)

| UNIT<br>(Partie<br>privative) | LEVEL<br>( tage) | PROPERTY ID.<br>(Cote fonci}re) |
|-------------------------------|------------------|---------------------------------|
| 1                             | 1                | 59261-0001                      |
| 2                             | 1                | 59261-0002                      |
| 3                             | 1                | 59261-0003                      |
| 4                             | 1                | 59261-0004                      |
| 5                             | 1                | 59261-0005                      |

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Additional Property Identifier(s) and/or Other Information

|    |   |            |
|----|---|------------|
| 6  | 1 | 59261-0006 |
| 7  | 1 | 59261-0007 |
| 8  | 1 | 59261-0008 |
| 9  | 1 | 59261-0009 |
| 10 | 1 | 59261-0010 |
| 11 | 1 | 59261-0011 |
| 12 | 1 | 59261-0012 |
| 13 | 1 | 59261-0013 |
| 14 | 1 | 59261-0014 |
| 1  | 2 | 59261-0015 |
| 2  | 2 | 59261-0016 |
| 3  | 2 | 59261-0017 |
| 4  | 2 | 59261-0018 |
| 5  | 2 | 59261-0019 |
| 6  | 2 | 59261-0020 |
| 7  | 2 | 59261-0021 |
| 8  | 2 | 59261-0022 |
| 9  | 2 | 59261-0023 |
| 10 | 2 | 59261-0024 |
| 11 | 2 | 59261-0025 |
| 12 | 2 | 59261-0026 |
| 13 | 2 | 59261-0027 |
| 14 | 2 | 59261-0028 |

SIMCOE STANDARD CONDOMINIUM PLAN NO. 269  
 (NUM RO DE L'ASSOCIATION CONDOMINIALE DE SIMCOE)

| UNIT<br>(Partie<br>privative) | LEVEL<br>( Etage) | PROPERTY ID.<br>(Cote foncière) |
|-------------------------------|-------------------|---------------------------------|
| 1                             | 1                 | 59269-0001                      |
| 2                             | 1                 | 59269-0002                      |
| 3                             | 1                 | 59269-0003                      |
| 4                             | 1                 | 59269-0004                      |
| 5                             | 1                 | 59269-0014                      |
| 6                             | 1                 | 59269-0015                      |
| 7                             | 1                 | 59269-0016                      |
| 8                             | 1                 | 59269-0017                      |
| 1                             | 2                 | 59269-0005                      |
| 2                             | 2                 | 59269-0006                      |
| 3                             | 2                 | 59269-0007                      |
| 4                             | 2                 | 59269-0008                      |
| 5                             | 2                 | 59269-0018                      |
| 6                             | 2                 | 59269-0019                      |
| 7                             | 2                 | 59269-0020                      |
| 8                             | 2                 | 59269-0021                      |
| 1                             | 3                 | 59269-0009                      |
| 2                             | 3                 | 59269-0010                      |
| 3                             | 3                 | 59269-0011                      |
| 4                             | 3                 | 59269-0012                      |

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Additional Property Identifier(s) and/or Other Information

|   |   |            |
|---|---|------------|
| 5 | 3 | 59269-0022 |
| 6 | 3 | 59269-0023 |
| 7 | 3 | 59269-0024 |
| 8 | 3 | 59269-0025 |

SIMCOE STANDARD CONDOMINIUM PLAN NO. 285  
(NUMERO DE L'ASSOCIATION CONDOMINIALE DE SIMCOE)

| UNIT<br>(Partie<br>privative) | LEVEL<br>(Étage) | PROPERTY ID.<br>(Cote foncière) |
|-------------------------------|------------------|---------------------------------|
| 1                             | 1                | 59285-0001                      |
| 2                             | 1                | 59285-0002                      |
| 3                             | 1                | 59285-0003                      |
| 4                             | 1                | 59285-0004                      |
| 5                             | 1                | 59285-0014                      |
| 6                             | 1                | 59285-0015                      |
| 7                             | 1                | 59285-0016                      |
| 8                             | 1                | 59285-0017                      |
| 1                             | 2                | 59285-0005                      |
| 2                             | 2                | 59285-0006                      |
| 3                             | 2                | 59285-0007                      |
| 4                             | 2                | 59285-0008                      |
| 5                             | 2                | 59285-0018                      |
| 6                             | 2                | 59285-0019                      |
| 7                             | 2                | 59285-0020                      |
| 8                             | 2                | 59285-0021                      |
| 1                             | 3                | 59285-0009                      |
| 2                             | 3                | 59285-0010                      |
| 3                             | 3                | 59285-0011                      |
| 4                             | 3                | 59285-0012                      |
| 5                             | 3                | 59285-0022                      |
| 6                             | 3                | 59285-0023                      |
| 7                             | 3                | 59285-0024                      |
| 8                             | 3                | 59285-0025                      |

SIMCOE STANDARD CONDOMINIUM PLAN NO. 301  
(NUMERO DE L'ASSOCIATION CONDOMINIALE DE SIMCOE)

| UNIT<br>(Partie<br>privative) | LEVEL<br>(Étage) | PROPERTY ID.<br>(Cote foncière) |
|-------------------------------|------------------|---------------------------------|
| 1                             | 1                | 59301-0001                      |
| 2                             | 1                | 59301-0002                      |
| 3                             | 1                | 59301-0003                      |
| 4                             | 1                | 59301-0004                      |
| 5                             | 1                | 59301-0005                      |
| 6                             | 1                | 59301-0006                      |
| 7                             | 1                | 59301-0007                      |
| 8                             | 1                | 59301-0008                      |
| 9                             | 1                | 59301-0009                      |
| 10                            | 1                | 59301-0010                      |
| 11                            | 1                | 59301-0011                      |
| 12                            | 1                | 59301-0012                      |
| 13                            | 1                | 59301-0013                      |
| 14                            | 1                | 59301-0014                      |
| 15                            | 1                | 59301-0015                      |

FOR OFFICIAL USE ONLY

Additional Property Identifier(s) and/or Other Information

|    |   |            |
|----|---|------------|
| 16 | 1 | 59301-0016 |
| 17 | 1 | 59301-0017 |
| 18 | 1 | 59301-0018 |
| 19 | 1 | 59301-0019 |
| 20 | 1 | 59301-0020 |
| 21 | 1 | 59301-0021 |
| 22 | 1 | 59301-0022 |
| 23 | 1 | 59301-0023 |
| 24 | 1 | 59301-0024 |
| 25 | 1 | 59301-0025 |
| 26 | 1 | 59301-0026 |
| 27 | 1 | 59301-0027 |
| 28 | 1 | 59301-0028 |
| 29 | 1 | 59301-0029 |
| 30 | 1 | 59301-0030 |
| 31 | 1 | 59301-0031 |
| 32 | 1 | 59301-0032 |
| 33 | 1 | 59301-0050 |
| 34 | 1 | 59301-0051 |
| 35 | 1 | 59301-0052 |
| 36 | 1 | 59301-0053 |
| 37 | 1 | 59301-0054 |
| 38 | 1 | 59301-0055 |
| 39 | 1 | 59301-0056 |
| 40 | 1 | 59301-0057 |
| 1  | 2 | 59301-0033 |
| 2  | 2 | 59301-0034 |
| 3  | 2 | 59301-0035 |
| 4  | 2 | 59301-0036 |
| 5  | 2 | 59301-0037 |

SIMCOE STANDARD CONDOMINIUM PLAN NO. 301  
(NUMERO DE L'ASSOCIATION CONDOMINIALE DE SIMCOE)

| UNIT<br>(Partie<br>privative) | LEVEL<br>(Etage) | PROPERTY ID.<br>(Cote fonciere) |
|-------------------------------|------------------|---------------------------------|
| 6                             | 2                | 59301-0038                      |
| 7                             | 2                | 59301-0039                      |
| 8                             | 2                | 59301-0040                      |
| 9                             | 2                | 59301-0058                      |
| 10                            | 2                | 59301-0059                      |
| 1                             | 3                | 59301-0041                      |
| 2                             | 3                | 59301-0042                      |
| 3                             | 3                | 59301-0043                      |
| 4                             | 3                | 59301-0044                      |
| 5                             | 3                | 59301-0045                      |
| 6                             | 3                | 59301-0046                      |
| 7                             | 3                | 59301-0047                      |
| 8                             | 3                | 59301-0048                      |

TO USE ONLY

SHARED FACILITIES AGREEMENT

FOR

LIGHTHOUSE POINT

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SHARED FACILITIES AGREEMENT

FOR

LIGHTHOUSE POINT

This Agreement made as of the 30<sup>th</sup> day of October, 2000

BETWEEN:

SIMCOE CONDOMINIUM CORPORATION NO. 102, a condominium corporation created by the registration of a declaration and description on the 6th day of November, 1989, in the Land Registry Office for the Land Titles Division of Simcoe (No. 51) as No. 159586 (hereinafter called the "Phase 1A Corporation"),

OF THE FIRST PART,

- and -

SIMCOE CONDOMINIUM CORPORATION NO. 107, a condominium corporation created by the registration of a declaration and description on the 8th day of February, 1990, in the Land Registry Office for the Land Titles Division of Simcoe (No. 51) as No. 166096 (hereinafter called the "Phase 1D Corporation"),

OF THE SECONDPART,

- and -

SIMCOE CONDOMINIUM CORPORATION NO. 113, a condominium corporation created by the registration of a declaration and description on the 19th day of March, 1990, in the Land Registry Office for the Land Titles Division of Simcoe (No. 51) as No. 168788 (hereinafter called the "Phase 1C Corporation"),

OF THE THIRD PART,

- and -

SIMCOE CONDOMINIUM CORPORATION NO. 122, a condominium corporation created by the registration of a declaration and description on the 10th day of May, 1990, in the Land Registry Office for the Land Titles Division of Simcoe (No. 51) as No. 173050 (hereinafter called the "Phase 2A Corporation"),

OF THE FOURTH PART,

- and -

SIMCOE CONDOMINIUM CORPORATION NO. 126, a condominium corporation created by the registration of a declaration and description on the 10th day of May, 1990, in the Land Registry Office for the Land Titles Division of Simcoe (No. 51) as No. 173050 (hereinafter called the "Phase 2B Corporation"),

OF THE FIFTH PART,

- and -

SIMCOE CONDOMINIUM CORPORATION NO. 136, a condominium corporation created by the registration of a declaration and description on the 28th day of September, 1990, in the Land Registry

Office for the Land Titles Division of Simcoe (No. 51) as No. 183432 (hereinafter called the "Phase 1B Corporation"),

OF THE SIXTH PART,

- and -

SIMCOE CONDOMINIUM CORPORATION NO. 194, a condominium corporation created by the registration of a declaration and description on the 1st day of March, 1995, in the Land Registry Office for the Land Titles Division of Simcoe (No. 51) as No. 276994 (hereinafter called the "Phase 4E Corporation"),

OF THE SEVENTH PART

- and -

SIMCOE CONDOMINIUM CORPORATION NO. 199, a condominium corporation created by the registration of a declaration and description on the 12th day of April, 1996, in the Land Registry Office for the Land Titles Division of Simcoe (No. 51) as No. 294989 (hereinafter called the "Phase 4B Corporation"),

OF THE EIGHTH PART

- and -

SIMCOE CONDOMINIUM CORPORATION NO. 211, a condominium corporation created by the registration of a declaration and description on the 25th day of November, 1996, in the Land Registry Office for the Land Titles Division of Simcoe (No. 51) as No. 310238 (hereinafter called the "Phase 4A Corporation"),

OF THE NINTH PART

- and -

SIMCOE CONDOMINIUM CORPORATION NO. 214, a condominium corporation created by the registration of a declaration and description on the 17th day of April, 1997, in the Land Registry Office for the Land Titles Division of Simcoe (No. 51) as No. 318720 (hereinafter called the "Phase 4C Corporation"),

OF THE TENTH PART

- and -

SIMCOE CONDOMINIUM CORPORATION NO. 218, a condominium corporation created by the registration of a declaration and description on the 10th day of June, 1998, in the Land Registry Office for the Land Titles Division of Simcoe (No. 51) as No. 352250 (hereinafter called the "Phase 3 Corporation"),

OF THE ELEVENTH PART

- and -

SIMCOE CONDOMINIUM CORPORATION NO. 231, a condominium corporation created by the registration of a declaration and description on the 9th day of June, 1999, in the Land Registry Office for the Land Titles Division of Simcoe (No. 51) as No. 389336 (hereinafter called the "Phase 6 Corporation"),

OF THE TWELFTH PART

- and -



25

SIMCOE CONDOMINIUM CORPORATION NO. 238, a condominium corporation created by the registration of a declaration and description on the 1st day of March, 2000, in the Land Registry Office for the Land Titles Division of Simcoe (No. 51) as No. LT423358 (hereinafter called the "Phase 5 Corporation"),

OF THE THIRTEENTH PART

- and -

SIMCOE CONDOMINIUM CORPORATION NO. 245, a condominium corporation created by the registration of a declaration and description on the 28<sup>th</sup> day of February, 2001, in the Land Registry Office for the Land Titles Division (No. 51) as Instrument No. 475108 (hereinafter called the "Phase 7 Corporation")

OF THE FOURTEENTH PART

- and -

SIMCOE CONDOMINIUM CORPORATION NO. 254, a condominium corporation created by the registration of a declaration and description on the 11<sup>th</sup> day of October, 2001, in the Land Registry Office for the Land Titles Division (No.51) as Instrument No. 515132 (hereinafter called the "Phase 9 Corporation"),

OF THE FIFTEENTH PART

- and -

SIMCOE STANDARD CONDOMINIUM CORPORATION NO. 261, a condominium corporation created by the registration of a declaration and description on the 21st day of November, 2002, in the Land Registry Office for the Land Titles Division (No.51) as Instrument No. SC73955 (hereinafter called the "Phase 12 Corporation"),

OF THE SIXTEENTH PART

- and -

SIMCOE STANDARD CONDOMINIUM CORPORATION NO. 269, a phased condominium corporation created by the registration of a declaration and description on the 18th day of July, 2003, in the Land Registry Office for the Land Titles Division (No. 51) as Instrument No. SC133398 (hereinafter called the "Phase 9C/9D Corporation"),

OF THE SEVENTEENTH PART

- and -

SIMCOE STANDARD CONDOMINIUM CORPORATION NO. 285, a phased condominium corporation created by the registration of a declaration and description to create Phase 10E on the 15th day of October, 2004, in the Land Registry Office for the Land Titles Division (No.51) as Instrument No. SC272360 and Amendment to declaration and description to create Phase 10F on the 14<sup>th</sup> day of March, 2005 as Instrument No. SC312471 (hereinafter called the "Phase 10E/10F Corporation"),

OF THE EIGHTEENTH PART

- and -

SIMCOE STANDARD CONDOMINIUM CORPORATION NO. 301, a phased condominium corporation created by the registration of a declaration and description on the 6th day of October, 2005, in the Land

JK

Registry Office for the Land Titles Division (No.51) as Instrument No. SC374109 (hereinafter called the "Phase 11G/11H Corporation"),

OF THE NINETEENTH PART

WHEREAS:

- A. In accordance with the terms of an (original) easement and cost sharing agreement between R.B. Investments Limited, the declarant of the condominium corporations and the condominium corporations themselves, which agreement was registered in the Land Registry Office for the Land Titles Division of Simcoe (No. 51) on April 26, 1993 as Instrument No. 242909 (the "original Shared Facilities Agreement"), R.B. Investments Limited and the condominium corporations entered into an agreement to confirm, on a non-profit basis, the mutual use, management, operation, maintenance, repair, replacement and cost sharing of the Shared Facilities at Lighthouse Point in accordance with the original assumptions of R.B. Investments Limited and the condominium corporations as and from the date of inception of unit sales in the Phase 1A Corporation;
- B. It is intended that the owners, tenants and guests of units in the condominium corporations shall have the use and enjoyment of the Gatehouse, the Common Interior Roadway, the Shared Servicing Systems, the Other Shared Common Element Areas, the Greenbelt, the Recreation Centre, the Lighthouse Point Natural Area (subject to the restrictions hereinafter set forth) and the Pier (hereinafter collectively referred to as the "Shared Facilities") as hereinafter set out in this the Agreement, in a manner similar to the result which could otherwise be achieved, in an incremental (single) condominium plan of Lighthouse Point or by eventually amalgamating the existing condominium corporations comprising Lighthouse Point, and as more particularly described in Article 11 of this Agreement;
- C. As contemplated in the registered declarations of each of the condominium corporations, the original Shared Facilities Agreement may be replaced with this agreement (herein referred to as the "current Shared Facilities Agreement" or the "Shared Facilities Agreement"); and
- D. The parties acknowledged that the Shared Facilities Agreement affects the lands more particularly described in Schedule "A" hereto.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration and the sum of Ten Dollars (\$10.00) of lawful money of Canada now paid by each of the parties hereto to the other (the receipt and sufficiency of which is hereby acknowledged by all parties), the parties hereto hereby covenant and agree to and with each other and each of them as follows:

ARTICLE I  
RECITALS AND DEFINITIONS

1.1 Recitals

The recitals hereinbefore set forth are true in substance and in fact.

1.2 Definitions

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

- (a) "Act" shall mean the *Condominium Act, 1998*, as amended, and any successor statute;
- (b) "Assets of the Committee" shall mean all appropriate equipment, chattels and materials that are required for use in connection with the maintenance, operation and repair of the Shared Facilities;

- (c) "Common Interior Roadway" means all roads, driveways, parking areas and improvements thereon including curbs, signage, traffic lights and entranceways which are used for ingress and/or egress to and from Lighthouse Point and as described in Schedules "A" of the registered declarations of the condominium corporations, and any additions thereto as contemplated under this Agreement and in the site plan for Lighthouse Point filed with the Corporation of the Town of Collingwood;
- (d) "the condominium corporations" shall mean the condominium corporations (collectively) who are parties to this Agreement;
- (e) "the other condominium corporations" shall mean in the context of the easements described in Article 2 of this Agreement, the parties to this Agreement other than the transferor of the particular;
- (f) "Gatehouse" shall mean the existing gatehouse at the entrance to Lighthouse Point;
- (g) "Greenbelt" shall mean that area of land within and, generally speaking, located along the border of Lighthouse Point and being outside the boundaries of the common elements of each condominium corporation;
- (h) "Lighthouse Point" shall mean the units and common elements comprising the existing condominium corporations, the Gatehouse, the Greenbelt, the Natural Area, the Recreation Centre, the Marina and the Pier;
- (i) "Marina" shall mean the existing lands and structures and improvements thereon, included in Schedule "A" hereto, comprising Parts 81, 95 and 96 on Plan 51R-22192 filed in the aforesaid Land Registry Office;
- (j) "Natural Area" shall mean the Class 1 Wetland area within Lighthouse Point, containing by admeasurement, approximately 4.19 hectares, to be preserved in its natural state and to be held as a joint asset of the existing condominium corporations as hereinafter provided and being described as Part 77 on aforesaid Plan 51R-22192;
- (k) "Other Shared Common Element Areas" means the shoreline, outdoor recreational amenities contained within each condominium plan comprising Lighthouse Point, the pedestrian walkways throughout Lighthouse Point, the outdoor exterior landscaped area on grade level constituting the common element areas of each condominium corporation comprising Lighthouse Point (excluding therefrom any area within any condominium plan which has been designated in the declaration and description of such condominium plan as being for the exclusive use of one or more but not all owners);
- (l) "Pier" shall mean that portion of the most westerly breakwall of the Marina including the walkway to the gazebo located (or to be located) at the end of the pier at the most northerly entrance into the harbour of the Marina;
- (m) "Recreation Centre" shall mean the existing recreation centre complex comprising approximately 16,000 sq. ft. and in the description of its component facilities, including an equipped exercise room, adult social room with kitchen, youth social room, washrooms, men's and ladies' change rooms, sauna, management office, tuck shop and outdoor sun deck as well as a whirlpool and an indoor swimming pool having dimensions of 30 feet X 60 feet on a site overlooking the Marina;
- (n) "Shared Costs" shall mean the costs involved in operating, maintaining, repairing, replacing and inspecting the Shared Facilities, and the respective cost to be borne by each condominium corporation toward the total amount of the Shared Costs shall be referred to as its "Proportionate Share" and shall be determined as set out herein;

- (o) "Shared Facilities Committee" or "the Committee" shall mean the committee to be composed of one member to be appointed by each condominium corporation in Lighthouse Point;
- (p) "Shared Facilities Reserve Fund" shall mean that portion of the reserve fund maintained by each of the condominium corporations as part of their respective reserve funds requirements under the Act and that portion of the reserve fund contribution required to be paid to the Committee from time to time by the condominium corporations, which funds are allocated to the Shared Facilities hereunder;
- (q) "Shared Servicing Systems" means those trunk servicing systems including the water main and lawn sprinkler pump and supply system, sanitary sewer system and associated pumping station, storm sewers and other main drainage routes, electrical substation, structure and supply lines and underground electrical supply system to transformer including conduit, underground telephone and CATV supply system including conduit and all further secondary extensions and as described in the Easement Plan for Lighthouse Point prepared by Ainley and Associates Ltd., Consulting Engineers and Planners, filed with the Corporation of Town of Collingwood (the "Easement Plan");

1.3 Meanings

All other words defined in the Act and employed in this Agreement shall have the meanings ascribed to them in the Act.

ARTICLE 2  
EASEMENTS

2.1 The Phase 1B Corporation's Easement to the other condominium corporations for the Common Interior Roadway

The Phase 1B Corporation hereby grants, transfers and conveys an easement and right in nature of an easement in, on, over and along those parts of the Common Interior Roadway described in Schedule "A" of its registered declaration for the purposes of vehicular and pedestrian access, egress and maintenance of that portion of the Common Interior Roadway as is situate on its lands, in favour of the other condominium corporations, and their owners and occupants in order to serve their Lands, respectively.

2.2 The Phase 1A Corporation's Easement to the other condominium corporations for the Common Interior Roadway

The Phase 1A Corporation hereby grants, transfers and conveys an easement and right in nature of an easement in, on, over and along those parts of the Common Interior Roadway described in Schedule "A" of its registered declaration for the purposes of vehicular and pedestrian access, egress and maintenance of that portion of the Common Interior Roadway as is situate on its lands, in favour of the other condominium corporations, and their owners and occupants in order to serve their Lands, respectively.

2.3 The Phase 1C Corporation's Easement to the other condominium corporations for the Common Interior Roadway

The Phase 1C Corporation hereby grants, transfers and conveys an easement and right in nature of an easement in, on, over and along those parts of the Common Interior Roadway described in Schedule "A" of its registered declaration for the purposes of vehicular and pedestrian access, egress and maintenance of that portion of the Common Interior Roadway as is situate on its lands, in favour of the other condominium corporations, and their owners and occupants in order to serve their Lands, respectively.

2.4 The Phase 1D Corporation's Easement to the other condominium corporations for the Common Interior Roadway

The Phase 1D Corporation hereby grants, transfers and conveys an easement and right in nature of an easement in, on, over and along those parts of the Common Interior Roadway described in Schedule "A" of its registered declaration for the purposes of

vehicular and pedestrian access, egress and maintenance of that portion of the Common Interior Roadway as is situate on its lands, in favour of the other condominium corporations, and their owners and occupants in order to serve their Lands, respectively.

2.5 The Phase 2A Corporation's Easement to the other condominium corporations for the Common Interior Roadway

The Phase 2A Corporation hereby grants, transfers and conveys an easement and right in nature of an easement in, on, over and along those parts of the Common Interior Roadway described in Schedule "A" of its registered declaration for the purposes of vehicular and pedestrian access, egress and maintenance of that portion of the Common Interior Roadway as is situate on its lands, in favour of the other condominium corporations, and their owners and occupants in order to serve their Lands, respectively.

2.6 The Phase 2B Corporation's Easement to the other condominium corporations for the Common Interior Roadway

The Phase 2B Corporation hereby grants, transfers and conveys an easement and right in nature of an easement in, on, over and along those parts of the Common Interior Roadway described in Schedule "A" of its registered declaration for the purposes of vehicular and pedestrian access, egress and maintenance of that portion of the Common Interior Roadway as is situate on its lands, in favour of the other condominium corporations, and their owners and occupants in order to serve their Lands, respectively.

2.7 The Phase 4E Corporation's Easement to the other condominium corporations for the Common Interior Roadway

The Phase 4E Corporation hereby grants, transfers and conveys an easement and right in nature of an easement in, on, over and along those parts of the Common Interior Roadway described in Schedule "A" of its registered declaration for the purposes of vehicular and pedestrian access, egress and maintenance of that portion of the Common Interior Roadway as is situate on its lands, in favour of the other condominium corporations, and their owners and occupants in order to serve their Lands, respectively.

2.8 The Phase 4B Corporation's Easement to the other condominium corporations for the Common Interior Roadway

The Phase 4B Corporation hereby grants, transfers and conveys an easement and right in nature of an easement in, on, over and along those parts of the Common Interior Roadway described in Schedule "A" of its registered declaration for the purposes of vehicular and pedestrian access, egress and maintenance of that portion of the Common Interior Roadway as is situate on its lands, in favour of the other condominium corporations, and their owners and occupants in order to serve their Lands, respectively.

2.9 The Phase 4A Corporation's Easement to the other condominium corporations for the Common Interior Roadway

The Phase 4A Corporation hereby grants, transfers and conveys an easement and right in nature of an easement in, on, over and along those parts of the Common Interior Roadway described in Schedule "A" of its registered declaration for the purposes of vehicular and pedestrian access, egress and maintenance of that portion of the Common Interior Roadway as is situate on its lands, in favour of the other condominium corporations, and their owners and occupants in order to serve their Lands, respectively.

2.10 The Phase 4C Corporation's Easement to the other condominium corporations for the Common Interior Roadway

The Phase 4C Corporation hereby grants, transfers and conveys an easement and right in nature of an easement in, on, over and along those parts of the Common Interior Roadway described in Schedule "A" of its registered declaration for the purposes of vehicular and pedestrian access, egress and maintenance of that portion of the Common Interior Roadway as is situate on its lands, in favour of the other condominium corporations, and their owners and occupants in order to serve their Lands, respectively.

2.11 The Phase 3 Corporation's Easement to the other condominium corporations for the Common Interior Roadway

The Phase 3 Corporation hereby grants, transfers and conveys an easement and right in nature of an easement in, on, over and along those parts of the Common Interior Roadway described in Schedule "A" of its registered declaration for the purposes of vehicular and pedestrian access, egress and maintenance of that portion of the Common Interior Roadway as is situate on its lands, in favour of the other condominium corporations, and their owners and occupants in order to serve their Lands, respectively.

2.12 The Phase 5 Corporation's Easement to the other condominium corporations for the Common Interior Roadway

The Phase 5 Corporation hereby grants, transfers and conveys an easement and right in nature of an easement in, on, over and along those parts of the Common Interior Roadway described in Schedule "A" of its registered declaration for the purposes of vehicular and pedestrian access, egress and maintenance of that portion of the Common Interior Roadway as is situate on its lands, in favour of the other condominium corporations, and their owners and occupants in order to serve their Lands, respectively.

2.13 The Phase 6 Corporation's Easement to the other condominium corporations for the Common Interior Roadway

The Phase 6 Corporation hereby grants, transfers and conveys an easement and right in nature of an easement in, on, over and along those parts of the Common Interior Roadway described in Schedule "A" of its registered declaration for the purposes of vehicular and pedestrian access, egress and maintenance of that portion of the Common Interior Roadway as is situate on its lands, in favour of the other condominium corporations, and their owners and occupants in order to serve their Lands, respectively.

2.14 The Phase 7 Corporation's Easement to the other condominium corporations for the Common Interior Roadway

The Phase 7 Corporation hereby grants, transfers and conveys an easement and right in nature of an easement in, on, over and along those parts of the Common Interior Roadway described in Schedule "A" of its registered declaration for the purposes of vehicular and pedestrian access, egress and maintenance of that portion of the Common Interior Roadway as is situate on its lands, in favour of the other condominium corporations, and their owners and occupants in order to serve their Lands, respectively.

2.15 The Phase 9 Corporation's Easement to the other condominium corporations for the Common Interior Roadway

The Phase 9 Corporation hereby grants, transfers and conveys an easement and right in nature of an easement in, on, over and along those parts of the Common Interior Roadway described in Schedule "A" of its registered declaration for the purposes of vehicular and pedestrian access, egress and maintenance of that portion of the Common Interior Roadway as is situate on its lands, in favour of the other condominium corporations, and their owners and occupants in order to serve their Lands, respectively.

2.16 The Phase 12 Corporation's Easement to the other condominium corporations for the Common Interior Roadway

The Phase 12 Corporation hereby grants, transfers and conveys an easement and right in nature of an easement in, on, over and along those parts of the Common Interior Roadway described in Schedule "A" of its registered declaration for the purposes of vehicular and pedestrian access, egress and maintenance of that portion of the Common Interior Roadway as is situate on its lands, in favour of the other condominium corporations, and their owners and occupants in order to serve their Lands, respectively.

2.17 The Phase 9C/9D Corporation's Easement to the other condominium corporations for the Common Interior Roadway

The Phase 9C/9D Corporation hereby grants, transfers and conveys an easement and right in nature of an easement in, on, over and along those parts of the Common Interior

Roadway described in Schedule "A" of its registered declaration for the purposes of vehicular and pedestrian access, egress and maintenance of that portion of the Common Interior Roadway as is situate on its lands, in favour of the other condominium corporations, and their owners and occupants in order to serve their Lands, respectively.

**2.18 The Phase 10E/10F Corporation's Easement to the other condominium corporations for the Common Interior Roadway**

The Phase 10E/10F Corporation hereby grants, transfers and conveys an easement and right in nature of an easement in, on, over and along those parts of the Common Interior Roadway described in Schedule "A" of its registered declaration for the purposes of vehicular and pedestrian access, egress and maintenance of that portion of the Common Interior Roadway as is situate on its lands, in favour of the other condominium corporations, and their owners and occupants in order to serve their Lands, respectively.

**2.19 The Phase 11G/11H Corporation's Easement to the other condominium corporations for the Common Interior Roadway**

The Phase 11G/11H Corporation hereby grants, transfers and conveys an easement and right in nature of an easement in, on, over and along those parts of the Common Interior Roadway described in Schedule "A" of its registered declaration for the purposes of vehicular and pedestrian access, egress and maintenance of that portion of the Common Interior Roadway as is situate on its lands, in favour of the other condominium corporations, and their owners and occupants in order to serve their Lands, respectively.

**2.20 The Phase 1B Corporation's Easement to the other condominium corporations over Other Shared Common Element Areas**

The Phase 1B Corporation hereby grants, transfers and conveys an easement and right in nature of an easement in, on, over and along that portion of the Other Shared Common Element Areas within its condominium plan for the purposes of maintenance, pedestrian access, egress and for the reasonable use and enjoyment thereof (including use of the outdoor recreational amenities located thereon) subject always to the terms and conditions set forth in this Agreement, in favour of the other condominium corporations, and their owners and occupants in order to serve their Lands, respectively.

**2.21 The Phase 1A Corporation's Easement to the other condominium corporations over Other Shared Common Element Areas**

The Phase 1A Corporation hereby grants, transfers and conveys an easement and right in nature of an easement in, on, over and along that portion of the Other Shared Common Element Areas within its condominium plan for the purposes of maintenance, pedestrian access, egress and for the reasonable use and enjoyment thereof (including use of the outdoor recreational amenities located thereon) subject always to the terms and conditions set forth in this Agreement, in favour of the other condominium corporations, and their owners and occupants in order to serve their Lands, respectively.

**2.22 The Phase 1C Corporation's Easement to the other condominium corporations over Other Shared Common Element Areas**

The Phase 1C Corporation hereby grants, transfers and conveys an easement and right in nature of an easement in, on, over and along that portion of the Other Shared Common Element Areas within its condominium plan for the purposes of maintenance, pedestrian access, egress and for the reasonable use and enjoyment thereof (including use of the outdoor recreational amenities located thereon) subject always to the terms and conditions set forth in this Agreement, in favour of the other condominium corporations, and their owners and occupants in order to serve their Lands, respectively.

**2.23 The Phase 1D Corporation's Easement to the other condominium corporations over Other Shared Common Element Areas**

The Phase 1D Corporation hereby grants, transfers and conveys an easement and right in nature of an easement in, on, over and along that portion of the Other Shared Common Element Areas within its condominium plan for the purposes of maintenance, pedestrian access, egress and for the reasonable use and enjoyment thereof (including use of the

outdoor recreational amenities located thereon) subject always to the terms and conditions set forth in this Agreement, in favour of the other condominium corporations, and their owners and occupants in order to serve their Lands, respectively.

2.24 The Phase 2A Corporation's Easement to the other condominium corporations over Other Shared Common Element Areas

The Phase 2A Corporation hereby grants, transfers and conveys an easement and right in nature of an easement in, on, over and along that portion of the Other Shared Common Element Areas within its condominium plan, for the purposes of maintenance, pedestrian access, egress and for the reasonable use and enjoyment thereof (including use of the outdoor recreational amenities located thereon) subject always to the terms and conditions set forth in this Agreement, in favour of the other condominium corporations, and their owners and occupants in order to serve their Lands, respectively.

2.25 The Phase 2B Corporation's Easement to the other condominium corporations over Other Shared Common Element Areas

The Phase 2B Corporation hereby grants, transfers and conveys an easement and right in nature of an easement in, on, over and along that portion of the Other Shared Common Element Areas within its condominium plan for the purposes of maintenance, pedestrian access, egress and for the reasonable use and enjoyment thereof (including use of the outdoor recreational amenities located thereon) subject always to the terms and conditions set forth in this Agreement, in favour of the other condominium corporations, and their owners and occupants in order to serve their Lands, respectively.

2.26 The Phase 4E Corporation's Easement to the other condominium corporations over Other Shared Common Element Areas

The Phase 4E Corporation hereby grants, transfer and convey an easement and right in nature of an easement in, on, over and along that portion of the Other Shared Common Element Areas within the condominium plan of the Phase 4E Corporation for the purposes of maintenance, pedestrian access, egress and for the reasonable use and enjoyment thereof (including use of the outdoor recreational amenities located thereon) subject always to the terms and conditions set forth in this Agreement, in favour of the other condominium corporations, and their owners and occupants in order to serve their Lands, respectively.

2.27 The Phase 4B Corporation's Easement to the other condominium corporations over Other Shared Common Element Areas

The Phase 4B Corporation hereby grants, transfer and convey an easement and right in nature of an easement in, on, over and along that portion of the Other Shared Common Element Areas within the condominium plan of the Phase 4B Corporation for the purposes of maintenance, pedestrian access, egress and for the reasonable use and enjoyment thereof (including use of the outdoor recreational amenities located thereon) subject always to the terms and conditions set forth in this Agreement, in favour of the other condominium corporations, and their owners and occupants in order to serve their Lands, respectively.

2.28 The Phase 4A Corporation's Easement to the other condominium corporations over Other Shared Common Element Areas

The Phase 4A Corporation hereby grants, transfer and convey an easement and right in nature of an easement in, on, over and along that portion of the Other Shared Common Element Areas within the condominium plan of the Phase 4A Corporation for the purposes of maintenance, pedestrian access, egress and for the reasonable use and enjoyment thereof (including use of the outdoor recreational amenities located thereon) subject always to the terms and conditions set forth in this Agreement, in favour of the other condominium corporations, and their owners and occupants in order to serve their Lands, respectively.



2.29 The Phase 4C Corporation's Easement to the other condominium corporations over Other Shared Common Element Areas

The Phase 4C Corporation hereby grants, transfer and convey an easement and right in nature of an easement in, on, over and along that portion of the Other Shared Common Element Areas within the condominium plan of the Phase 4C Corporation for the purposes of maintenance, pedestrian access, egress and for the reasonable use and enjoyment thereof (including use of the outdoor recreational amenities located thereon) subject always to the terms and conditions set forth in this Agreement, in favour of the other condominium corporations, and their owners and occupants in order to serve their Lands, respectively.

2.30 The Phase 3 Corporation's Easement to the other condominium corporations over Other Shared Common Element Areas

The Phase 3 Corporation hereby grants, transfer and convey an easement and right in nature of an easement in, on, over and along that portion of the Other Shared Common Element Areas within the condominium plan of the Phase 3 Corporation for the purposes of maintenance, pedestrian access, egress and for the reasonable use and enjoyment thereof (including use of the outdoor recreational amenities located thereon) subject always to the terms and conditions set forth in this Agreement, in favour of the other condominium corporations, and their owners and occupants in order to serve their Lands, respectively.

2.31 The Phase 5 Corporation's Easement to the other condominium corporations over Other Shared Common Element Areas

The Phase 5 Corporation hereby grants, transfer and convey an easement and right in nature of an easement in, on, over and along that portion of the Other Shared Common Element Areas within the condominium plan of the Phase 5 Corporation for the purposes of maintenance, pedestrian access, egress and for the reasonable use and enjoyment thereof (including use of the outdoor recreational amenities located thereon) subject always to the terms and conditions set forth in this Agreement, in favour of the other condominium corporations, and their owners and occupants in order to serve their Lands, respectively.

2.32 The Phase 6 Corporation's Easement to the other condominium corporations over Other Shared Common Element Areas

The Phase 6 Corporation hereby grants, transfer and convey an easement and right in nature of an easement in, on, over and along that portion of the Other Shared Common Element Areas within the condominium plan of the Phase 6 Corporation for the purposes of maintenance, pedestrian access, egress and for the reasonable use and enjoyment thereof (including use of the outdoor recreational amenities located thereon) subject always to the terms and conditions set forth in this Agreement, in favour of the other condominium corporations, and their owners and occupants in order to serve their Lands, respectively.

2.33 The Phase 7 Corporation's Easement to the other condominium corporations over Other Shared Common Element Areas

The Phase 7 Corporation hereby grants, transfer and convey an easement and right in nature of an easement in, on, over and along that portion of the Other Shared Common Element Areas within the condominium plan of the Phase 7 Corporation for the purposes of maintenance, pedestrian access, egress and for the reasonable use and enjoyment thereof (including use of the outdoor recreational amenities located thereon) subject always to the terms and conditions set forth in this Agreement, in favour of the other condominium corporations, and their owners and occupants in order to serve their Lands, respectively.

2.34 The Phase 9 Corporation's Easement to the other condominium corporations over Other Shared Common Element Areas

The Phase 9 Corporation hereby grants, transfer and convey an easement and right in nature of an easement in, on, over and along that portion of the Other Shared Common

Element Areas within the condominium plan of the Phase 9 Corporation for the purposes of maintenance, pedestrian access, egress and for the reasonable use and enjoyment thereof (including use of the outdoor recreational amenities located thereon) subject always to the terms and conditions set forth in this Agreement, in favour of the other condominium corporations, and their owners and occupants in order to serve their Lands, respectively.

**2.35 The Phase 12 Corporation's Easement to the other condominium corporations over Other Shared Common Element Areas**

The Phase 12 Corporation hereby grants, transfer and convey an easement and right in nature of an easement in, on, over and along that portion of the Other Shared Common Element Areas within the condominium plan of the Phase 12 Corporation for the purposes of maintenance, pedestrian access, egress and for the reasonable use and enjoyment thereof (including use of the outdoor recreational amenities located thereon) subject always to the terms and conditions set forth in this Agreement, in favour of the other condominium corporations, and their owners and occupants in order to serve their Lands, respectively.

**2.36 The Phase 9C/9D Corporation's Easement to the other condominium corporations over Other Shared Common Element Areas**

The Phase 9C/9D Corporation hereby grants, transfer and convey an easement and right in nature of an easement in, on, over and along that portion of the Other Shared Common Element Areas within the condominium plan of the Phase 9C/9D Corporation for the purposes of maintenance, pedestrian access, egress and for the reasonable use and enjoyment thereof (including use of the outdoor recreational amenities located thereon) subject always to the terms and conditions set forth in this Agreement, in favour of the other condominium corporations, and their owners and occupants in order to serve their Lands, respectively.

**2.37 The Phase 10E/10F Corporation's Easement to the other condominium corporations over Other Shared Common Element Areas**

The Phase 10E/10F Corporation hereby grants, transfer and convey an easement and right in nature of an easement in, on, over and along that portion of the Other Shared Common Element Areas within the condominium plan of the Phase 10E/10F Corporation for the purposes of maintenance, pedestrian access, egress and for the reasonable use and enjoyment thereof (including use of the outdoor recreational amenities located thereon) subject always to the terms and conditions set forth in this Agreement, in favour of the other condominium corporations, and their owners and occupants in order to serve their Lands, respectively.

**2.38 The Phase 11G/11H Corporation's Easement to the other condominium corporations over Other Shared Common Element Areas**

The Phase 11G/11H Corporation hereby grants, transfers and conveys an easement and right in nature of an easement in, on, over and along that portion of the Other Shared Common Element Areas within the condominium plan of the Phase 11G/11H Corporation for the purposes of maintenance, pedestrian access, egress and for the reasonable use and enjoyment thereof (including use of the outdoor recreational amenities located thereon) subject always to the terms and conditions set forth in this Agreement, in favour of the other condominium corporations, and their owners and occupants in order to serve their Lands, respectively.

**2.39 The Phase 1B Corporation's Grant of Specific Servicing Easements to the other condominium corporations**

The Phase 1B Corporation hereby grants, transfers and conveys an easement and right in nature of an easement in, on, over, under, through and along those parts of the common elements of the Phase 1B Corporation described in Schedule "A" to its declaration, and as may be requisite as contemplated in Article 2.59 hereof for the purposes of constructing, maintaining, operating, repairing, replacing and inspecting underground storm and sanitary sewer pipes, water pipes and lines and electrical conduits, cable and telephone wires and lines and utility lines, together with all appurtenances thereto, as

made from time to time as necessary or convenient to provide adequate storm and sanitary sewers, water services, electrical, cable and/or telephone services or utility services to any parts of the buildings constructed and situate within Lighthouse Point in favour of the other condominium corporations, and their owners and occupants in order to serve their Lands, respectively, described in the Easement Plan.

**2.40 The Phase 1A Corporation's Grant of Specific Servicing Easements to the other condominium corporations**

The Phase 1A Corporation hereby grants, transfers and conveys an easement and right in nature of an easement in, on, over, under, through and along those parts of the common elements of the Phase 1A Corporation described in Schedule "A" to its declaration, and as may be requisite as contemplated in Article 2.59 hereof for the purposes of constructing, maintaining, operating, repairing, replacing and inspecting underground storm and sanitary sewer pipes, water pipes and lines and electrical conduits, cable and telephone wires and lines and utility lines, together with all appurtenances thereto, as made from time to time as necessary or convenient to provide adequate storm and sanitary sewers, water services, electrical, cable and/or telephone services or utility services to any parts of the buildings constructed and situate within Lighthouse Point in favour of the other condominium corporations, and their owners and occupants in order to serve their Lands, respectively, and as more particularly described in the Easement Plan.

**2.41 The Phase 1C Corporation's Grant of Specific Servicing Easements to the other condominium corporations**

The Phase 1C Corporation hereby grants, transfers and conveys an easement and right in nature of an easement in, on, over, under, through and along those parts of the common elements of the Phase 1C Corporation described in Schedule "A" to its declaration, and as may be requisite as contemplated in Article 2.59 hereof for the purposes of constructing, maintaining, operating, repairing, replacing and inspecting underground storm and sanitary sewer pipes, water pipes and lines and electrical conduits, cable and telephone wires and lines and utility lines, together with all appurtenances thereto, as made from time to time as necessary or convenient to provide adequate storm and sanitary sewers, water services, electrical, cable and/or telephone services or utility services to any parts of the buildings constructed and situate within Lighthouse Point in favour of the other condominium corporations, and their owners and occupants in order to serve their Lands, respectively, and as more particularly described in the Easement Plan.

**2.42 The Phase 1D Corporation's Grant of Specific Servicing Easements to the other condominium corporations**

The Phase 1D Corporation hereby grants, transfers and conveys an easement and right in nature of an easement in, on, over, under, through and along those parts of the common elements of the Phase 1D Corporation described in Schedule "A" to its declaration, and as may be requisite as contemplated in Article 2.59 hereof for the purposes of constructing, maintaining, operating, repairing, replacing and inspecting underground storm and sanitary sewer pipes, water pipes and lines and electrical conduits, cable and telephone wires and lines and utility lines, together with all appurtenances thereto, as made from time to time as necessary or convenient to provide adequate storm and sanitary sewers, water services, electrical, cable and/or telephone services or utility services to any parts of the buildings constructed and situate within Lighthouse Point in favour of the other condominium corporations, and their owners and occupants in order to serve their Lands, respectively and for the purposes of servicing and benefiting such Lands, and as more particularly described in the Easement Plan.

**2.43 The Phase 2A Corporation's Grant of Specific Servicing Easements to the other condominium corporations**

The Phase 2A Corporation hereby grants, transfers and conveys an easement and right in nature of an easement in, on, over, under, through and along those parts of the common elements of the Phase 2A Corporation described in Schedule "A" to its declaration, and as may be requisite as contemplated in Article 2.59 hereof for the purposes of constructing, maintaining, operating, repairing, replacing and inspecting underground

storm and sanitary sewer pipes, water pipes and lines and electrical conduits, cable and telephone wires and lines and utility lines, together with all appurtenances thereto, as made from time to time as necessary or convenient to provide adequate storm and sanitary sewers, water services, electrical, cable and/or telephone services or utility services to any parts of the buildings constructed and situate within Lighthouse Point in favour of the other condominium corporations, and their owners and occupants in order to serve their Lands, respectively, and as more particularly described in the Easement Plan.

2.44 The Phase 2B Corporation's Grant of Specific Servicing Easements to the other condominium corporations

The Phase 2B Corporation hereby grants, transfers and conveys an easement and right in nature of an easement in, on, over, under, through and along those parts of the common elements described in Schedule "A" to its declaration, and as may be requisite as contemplated in Article 2.59 hereof for the purposes of constructing, maintaining, operating, repairing, replacing and inspecting underground storm and sanitary sewer pipes, water pipes and lines and electrical conduits, cable and telephone wires and lines and utility lines, together with all appurtenances thereto, as made from time to time as necessary or convenient to provide adequate storm and sanitary sewers, water services, electrical, cable and/or telephone services or utility services to any parts of the buildings constructed and situate within Lighthouse Point in favour of the other condominium corporations, and their owners and occupants in order to serve their Lands, respectively, and as more particularly described in the Easement Plan.

2.45 The Phase 4E Corporation's Grant of Specific Servicing Easements to the other condominium corporations

The Phase 4E Corporation hereby grants, transfers and conveys an easement and right in nature of an easement in, on, over and along those parts of the common elements of the Phase 4E Corporation described in Schedule "A" to its registered declaration, and as may be requisite as contemplated in Article 2.59 hereof for the purposes of constructing, maintaining, operating, repairing, replacing and inspecting underground storm and sanitary sewer pipes, water pipes and lines and electrical conduits, cable and telephone wires and lines and utility lines, together with all appurtenances thereto, as made from time to time as necessary or convenient to provide adequate storm and sanitary sewers, water services, electrical, cable and/or telephone services or utility services to any parts of the buildings constructed and to the other condominium corporations, and their owners and occupants in order to serve their Lands, respectively, and as more particularly described in the Easement Plan.

2.46 The Phase 4B Corporation's Grant of Specific Servicing Easements to the other condominium corporations

The Phase 4B Corporation hereby grants, transfers and conveys an easement and right in nature of an easement in, on, over and along those parts of the common elements of the Phase 4B Corporation described in Schedule "A" to its registered declaration, and as may be requisite as contemplated in Article 2.59 hereof for the purposes of constructing, maintaining, operating, repairing, replacing and inspecting underground storm and sanitary sewer pipes, water pipes and lines and electrical conduits, cable and telephone wires and lines and utility lines, together with all appurtenances thereto, as made from time to time as necessary or convenient to provide adequate storm and sanitary sewers, water services, electrical, cable and/or telephone services or utility services to any parts of the buildings constructed and to the other condominium corporations, and their owners and occupants in order to serve their Lands, respectively, and as more particularly described in the Easement Plan.

2.47 The Phase 4A Corporation's Grant of Specific Servicing Easements to the other condominium corporations

The Phase 4A Corporation hereby grants, transfers and conveys an easement and right in nature of an easement in, on, over and along those parts of the common elements of the Phase 4A Corporation described in Schedule "A" to its registered declaration, and as may be requisite as contemplated in Article 2.59 hereof for the purposes of constructing,

sanitary sewer pipes, water pipes and lines and electrical conduits, cable and telephone wires and lines and utility lines, together with all appurtenances thereto, as made from time to time as necessary or convenient to provide adequate storm and sanitary sewers, water services, electrical, cable and/or telephone services or utility services to any parts of the buildings constructed and to the other condominium corporations, and their owners and occupants in order to serve their Lands, respectively, and as more particularly described in the Easement Plan.

**2.48 The Phase 3 Corporation's Grant of Specific Servicing Easements to the other condominium corporations**

The Phase 3 Corporation hereby grants, transfers and conveys an easement and right in nature of an easement in, on, over and along those parts of the common elements of the Phase 3 Corporation described in Schedule "A" to its registered declaration, and as may be requisite as contemplated in Article 2.59 hereof for the purposes of constructing, maintaining, operating, repairing, replacing and inspecting underground storm and sanitary sewer pipes, water pipes and lines and electrical conduits, cable and telephone wires and lines and utility lines, together with all appurtenances thereto, as made from time to time as necessary or convenient to provide adequate storm and sanitary sewers, water services, electrical, cable and/or telephone services or utility services to any parts of the buildings constructed and to the other condominium corporations, and their owners and occupants in order to serve their Lands, respectively, and as more particularly described in the Easement Plan.

**2.49 The Phase 5 Corporation's Grant of Specific Servicing Easements to the other condominium corporations**

The Phase 5 Corporation hereby grants, transfers and conveys an easement and right in nature of an easement in, on, over and along those parts of the common elements of the Phase 5 Corporation described in Schedule "A" to its registered declaration, and as may be requisite as contemplated in Article 2.59 hereof for the purposes of constructing, maintaining, operating, repairing, replacing and inspecting underground storm and sanitary sewer pipes, water pipes and lines and electrical conduits, cable and telephone wires and lines and utility lines, together with all appurtenances thereto, as made from time to time as necessary or convenient to provide adequate storm and sanitary sewers, water services, electrical, cable and/or telephone services or utility services to any parts of the buildings constructed and to the other condominium corporations, and their owners and occupants in order to serve their Lands, respectively, and as more particularly described in the Easement Plan.

**2.50 The Phase 6 Corporation's Grant of Specific Servicing Easements to the other condominium corporations**

The Phase 6 Corporation hereby grants, transfers and conveys an easement and right in nature of an easement in, on, over and along those parts of the common elements of the Phase 6 Corporation described in Schedule "A" to its registered declaration, and as may be requisite as contemplated in Article 2.59 hereof for the purposes of constructing, maintaining, operating, repairing, replacing and inspecting underground storm and sanitary sewer pipes, water pipes and lines and electrical conduits, cable and telephone wires and lines and utility lines, together with all appurtenances thereto, as made from time to time as necessary or convenient to provide adequate storm and sanitary sewers, water services, electrical, cable and/or telephonic services or utility services to any parts of the buildings constructed and to the other condominium corporations, and their owners and occupants in order to serve their Lands, respectively, and as more particularly described in the Easement Plan.

**2.51 The Phase 7 Corporation's Grant of Specific Servicing Easements to the other condominium corporations**

The Phase 7 Corporation hereby grants, transfers and conveys an easement and right in nature of an easement in, on, over and along those parts of the common elements of the Phase 7 Corporation described in Schedule "A" to its registered declaration, and as may be requisite as contemplated in Article 2.59 hereof for the purposes of constructing,

maintaining, operating, repairing, replacing and inspecting underground storm and sanitary sewer pipes, water pipes and lines and electrical conduits, cable and telephone wires and lines and utility lines, together with all appurtenances thereto, as made from time to time as necessary or convenient to provide adequate storm and sanitary sewers, water services, electrical, cable and/or telephone services or utility services to any parts of the buildings constructed and to the other condominium corporations, and their owners and occupants in order to serve their Lands, respectively, and as more particularly described in the Easement Plan.

**2.52 The Phase 9 Corporation's Grant of Specific Servicing Easements to the other condominium corporations**

The Phase 9 Corporation hereby grants, transfers and conveys an easement and right in nature of an easement in, on, over and along those parts of the common elements of the Phase 9 Corporation described in Schedule "A" to its registered declaration, and as may be requisite as contemplated in Article 2.59 hereof for the purposes of constructing, maintaining, operating, repairing, replacing and inspecting underground storm and sanitary sewer pipes, water pipes and lines and electrical conduits, cable and telephone wires and lines and utility lines, together with all appurtenances thereto, as made from time to time as necessary or convenient to provide adequate storm and sanitary sewers, water services, electrical, cable and/or telephone services or utility services to any parts of the buildings constructed and to the other condominium corporations, and their owners and occupants in order to serve their Lands, respectively, and as more particularly described in the Easement Plan.

**2.53 The Phase 12 Corporation's Grant of Specific Servicing Easements to the other condominium corporations**

The Phase 12 Corporation hereby grants, transfers and conveys an easement and right in nature of an easement in, on, over and along those parts of the common elements of the Phase 12 Corporation described in Schedule "A" to its registered declaration, and as may be requisite as contemplated in Article 2.59 hereof for the purposes of constructing, maintaining, operating, repairing, replacing and inspecting underground storm and sanitary sewer pipes, water pipes and lines and electrical conduits, cable and telephone wires and lines and utility lines, together with all appurtenances thereto, as made from time to time as necessary or convenient to provide adequate storm and sanitary sewers, water services, electrical, cable and/or telephone services or utility services to any parts of the buildings constructed and to the other condominium corporations, and their owners and occupants in order to serve their Lands, respectively, and as more particularly described in the Easement Plan.

**2.54 The Phase 9C/9D Corporation's Grant of Specific Servicing Easements to the other condominium corporations**

The Phase 9C/9D Corporation hereby grants, transfers and conveys an easement and right in nature of an easement in, on, over and along those parts of the common elements of the Phase 9C/9D Corporation described in Schedule "A" to its registered declaration, and as may be requisite as contemplated in Article 2.59 hereof for the purposes of constructing, maintaining, operating, repairing, replacing and inspecting underground storm and sanitary sewer pipes, water pipes and lines and electrical conduits, cable and telephone wires and lines and utility lines, together with all appurtenances thereto, as made from time to time as necessary or convenient to provide adequate storm and sanitary sewers, water services, electrical, cable and/or telephone services or utility services to any parts of the buildings constructed and to the other condominium corporations, and their owners and occupants in order to serve their Lands, respectively, and as more particularly described in the Easement Plan.

**2.55 The Phase 10E/10F Corporation's Grant of Specific Servicing Easements to the other condominium corporations**

The Phase 10E/10F Corporation hereby grants, transfers and conveys an easement and right in nature of an easement in, on, over and along those parts of the common elements of the Phase 10E/10F Corporation described in Schedule "A" to its registered declaration, and as may be requisite as contemplated in Article 2.59 hereof for the purposes of

constructing, maintaining, operating, repairing, replacing and inspecting underground storm and sanitary sewer pipes, water pipes and lines and electrical conduits, cable and telephone wires and lines and utility lines, together with all appurtenances thereto, as made from time to time as necessary or convenient to provide adequate storm and sanitary sewers, water services, electrical, cable and/or telephone services or utility services to any parts of the buildings constructed and to the other condominium corporations, and their owners and occupants in order to serve their Lands, respectively, and as more particularly described in the Easement Plan.

**2.56 The Phase 11G/11H Corporation's Grant of Specific Servicing Easements to the other condominium corporations**

The Phase 11G/11H Corporation hereby grants, transfers and conveys an easement and right in nature of an easement in, on, over and along those parts of the common elements described in Schedule "A" of its declaration, and as may be requisite as contemplated in Article 2.59 hereof for the purposes of constructing, maintaining, operating, repairing, replacing and inspecting underground storm and sanitary sewer pipes, water pipes and lines and electrical conduits, cable and telephone wires and lines and utility lines, together with all appurtenances thereto, as made from time to time as necessary or convenient to provide adequate storm and sanitary sewers, water services, electrical, cable and/or telephone services or utility services to any parts of the buildings constructed and situate within Lighthouse Point and to the other condominium corporations, and their owners and occupants in order to serve their Lands, respectively, and as more particularly described in the Easement Plan.

**2.57 Duty to Exercise Easements Prudently**

In exercising their rights to any easement, right or licence granted in this Agreement, the Committee or the party to this Agreement exercising them shall act in a prudent and reasonable manner so as to minimize undue interference occasioned to the other party or parties burdened by such easement, right or licence, including, but not limited to, the temporary interruption and loss of service occasioned thereby. Each of the parties hereto hereby indemnifies and saves harmless the others from and with respect to any damage caused to the Shared Facilities, or any part thereof, caused by the negligence, wilful act or excessive use by said party of the Shared Servicing Systems or any other part of the Shared Facilities.

**2.58 Further Assurances**

By entering into this Agreement, each of the parties hereto agrees to execute without delay all further assurances, easement agreements, indentures or transfers if required or other documents necessary or required to carry out the true intent of these presents. Without limiting the generality of the foregoing, the parties hereto further covenant and agree to execute without delay all such further documents, instruments and agreement as may be required in order to specify the location of any of the easements herein created and, in so doing, to retransfer any such easements which retransfer identifies the specific location of such easement being so granted hereby and also to realign the boundaries of the various easements herein referred to, so that same align more accurately with the final location of the Common Interior Roadway, the Shared Servicing Systems and/or the Other Shared Common Element Areas as actually installed and/or constructed.

**2.59 Additional Easements**

In the event it is determined by any of the parties hereto or any of their successors that any new easement or right is required and which is essential for the purpose of maintaining, operating, repairing, replacing and inspecting or gaining any required access to any new servicing systems which are essential to service any of the lands of the said parties governed by this Agreement, then the party over whose lands the easement or right is required (the "grantor") shall execute without delay all grants, conveyances, instruments and assurances as are required to grant or convey or transfer same, provided that the lands of the grantor of such easement or right shall not be required to grant same if its lands shall be materially diminished thereby, or if same would interfere with the use and enjoyment of any amenity or installation on its lands, provided further that the grantee of such easement or right financially secures to the grantor to its satisfaction,

reasonably exercised, its liability to bear all costs, expenses and damages, direct or indirect, caused to the grantor to its lands, as a result of the grant herein contemplated which the grantee hereby covenants and agrees to do and further that such grantee provides detailed plans and specifications showing the location and specifications respecting such service to be installed or created.

2.60 Reciprocal Benefit and Burden

The continued enjoyment by any party hereto to any easement, right or privilege hereby granted or referred to shall be dependant and conditional upon that party contributing to the cost and expense of the operation, maintenance, repair, replacement and inspection of that easement, right or privilege in accordance herewith. The failure by any party to so contribute according to its Proportionate Share of such cost or expense thereof, shall, at the option of the other parties lead to the suspension of its enjoyment of such easement, right or privilege. The benefits to any party hereunder arising from any term or provision of this Agreement shall be construed as interdependent with the requirement by such party to perform those obligations hereunder.

2.61 Rules and Regulations

The enjoyment or use at any time of the easements herein granted shall be subject to such reasonable regulations, rules, restrictions, and limitations as may be imposed from time to time by the board of directors of each condominium corporation including but not limited to regulations, rules, restrictions and limitations concerning the times of, notice of and manner in which such easements are to be enjoyed; provided, always that this section shall not be construed to in any way derogate from the grant of these easements. For the sake of clarity, the condominium corporations hereby covenant and agree not to pass rules and regulations governing the use and enjoyment of the Other Shared Common Element Areas within its condominium plan which have not been recommended to it or accepted by the Shared Facilities Committee.

2.62 Restricted Use

Notwithstanding the granting of reciprocal easements hereinbefore described, the parties hereto acknowledge and agree with one another that in those condominium plans in which an outdoor parking area for the use of unit owners and their guests in that particular condominium plan has been provided, the other condominium corporations comprising Lighthouse Point and their respective owners, guests, invitees and licensees shall not have the right to use and/or park their motor vehicles within such areas.

ARTICLE 3  
COMPLIANCE WITH ZONING BY-LAWS,  
DEVELOPMENT AGREEMENTS AND RESTRICTIONS  
REGARDING USE OF THE LIGHTHOUSE POINT NATURAL AREA

3.1 Compliance with Zoning By-laws

Each of the parties hereto acknowledges that their respective proprietary interests in Lighthouse Point may be subject to a number of agreements, rules, regulations, ordinances or acts in favour of governmental authorities, or may further be subject to a single, site specific restricted area by-law, under which each phase of the Lighthouse Point must contain certain services, facilities and installations in order for the condominium corporations and Lighthouse Point, as a whole, to remain in conformity to such by-law. Accordingly, each of the parties hereto agrees to abide by the provisions of these agreements, rules, regulations, ordinances, acts or by-laws which affect Lighthouse Point, and to do all things necessary to keep them in full force and effect and in good standing, including maintaining all required services, facilities and installations on their lands as are required by any such by-law referred to herein, and further agrees to execute any specific easements required to be granted to such authorities in accordance therewith, and to further use their best efforts to effect the renewal or replacement of any such agreements as may be necessary or desirable, all with the object and purpose of permitting and with a view of not hindering or preventing the continued use and enjoyment of Lighthouse Point as an integral whole and of each party's respective lands including those buildings and installations situate thereon.



3.2 Compliance with Development Agreements

The condominium corporations do hereby covenant and agree to maintain, repair and replace if necessary, from time to time, during the term hereof, as would any prudent owner in the local municipality, all works, facilities and installations described in any development, site plan or similar agreement (the "Development Agreement") entered into with the Corporation of the Town of Collingwood and/or any other relevant governmental authority dealing with any aspect of the development of Lighthouse Point, without restricting the generality of the foregoing, the Recreation Centre and any recreational amenity, landscaping, traffic lights and turning circles, walkways, roads, parking spaces, exterior lighting, fire safety measures, roadways and signage.

3.3 Compliance with Restrictions Regarding Use of the Natural Area

The parties hereto acknowledge the significant ecological attributes of the Natural Area together with the desirability of providing open space parkland for the use and enjoyment of the residents of Lighthouse Point. The parties further acknowledge that the Natural Area has existed in its natural state for thousands of years and, as such, it does not require any specific management or maintenance on the part of the Shared Facilities Committee in order to retain its distinctive qualities. The parties also acknowledge and agree with one another that, unless the written approval of the (Fluronia District Office of the) Ministry of Natural Resources and the Corporation of the Town of Collingwood has first been obtained, the following activities shall not be permitted to occur within the Natural Area:

- (a) the construction of any building, structure, service corridor (sewer, water), utility corridor, paved surface or vehicular roadway;
- (b) soil removal or filling;
- (c) herbicide application;
- (d) the operation of motorized vehicles (except emergency vehicles);
- (e) the wilful removal of or damage to existing vegetation (e.g., cutting, pruning, digging/transplanting; picking of wildflowers);
- (f) planting of vegetation or landscaping;
- (g) the wilful removal of wildlife by such means as hunting or trapping; and
- (h) active sporting events, for example, golf, football, baseball, and soccer.

The parties hereto further acknowledge that one of the boundaries of the Natural Area is the shoreline of Georgian Bay and that ownership by the Condominium Corporations comprising Lighthouse Point includes riparian ownership. Accordingly, the parties hereto acknowledge that any accreted portion of the land not presently described within the area designated as private open space environmental protection on the Other Shared Common Element Areas Plan shall be considered to form part of the Natural Area for the purposes set forth in this Agreement.

ARTICLE 4  
OWNERSHIP AND USE OF THE SHARED FACILITIES

4.1 Proportionate Share of Shared Costs

Each condominium corporation shall pay its Proportionate Share of the Shared Costs.

4.2 Restricted Use

In accordance with the stated intention of the parties hereto that the Shared Facilities are being provided to and for the sole use of the seasonal residents of Lighthouse Point and their guests, no person other than a resident and a guest or guests accompanying such

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resident as defined in the rules governing the Shared Facilities shall be entitled to use the Shared Facilities and, for the purpose of this paragraph, a resident shall not include an owner of an unit who has leased his unit and has thereby assigned his right to use and enjoy his unit and the common elements including the Shared Facilities.

#### 4.3 Proportionate Interest

Each condominium corporation's Proportionate Interest which shall be the same as its Proportionate Share of the total costs of the operation, maintenance, management, repair, and replacement of the Shared Facilities (and herein referred to as its "Proportionate Interest" or its "Proportionate Share") shall be calculated based upon the proportion that the total floor area of all units in each condominium plan bears to the total floor area of all units and all condominium plans comprising, from time to time, Lighthouse Point (including the enclosed garage area of the garden and waterfront homes for the purpose of this calculation).

#### 4.4 Restriction on Transfer of Proportionate Interest in the Real Property

Any sale, transfer or other conveyance of the whole or any part of or any interest in the Real Property, including any sale, transfer or other conveyance of the beneficial ownership or interest in the whole or any part of the Real Property by any one or more of the condominium corporations (the "offeree" or "offerees") shall require, in addition to any other approvals which may be required pursuant to the Act, the prior written consent of the remaining co-tenants of those parts of the Real Property purporting to be sold or, failing such approval, the sale may otherwise only be concluded in accordance with the following procedure:

- (a) in the event that the offeree receives an offer in writing from a bona fide purchaser of the offeree's interest (the "respective interest") in the Real Property, the offeree shall immediately give notice (the "Notice") to each of the remaining condominium corporations and concurrently with the Notice forward a true copy of the offer to the remaining condominium corporations. The remaining condominium corporations shall have thirty (30) days from the giving of such Notice to advise the offeree as to whether or not they agree to purchase the respective interest on the terms set forth in the offer. In the event that the remaining condominium corporations do not respond to the Notice within the time sets forth herein, they shall be deemed to have consented to the proposed sale of the respective interest;
- (b) in the event the remaining condominium corporations do not exercise their right to purchase the offeree's respective interest, the sale may be completed subject to the offeror entering into and being bound by the terms and conditions of the within Agreement as if the offeror were the offeree; provided, always, that the offeror and the offeree proceed to complete the sale transaction within 90 days from the giving of such Notice in 4.8(i) above, otherwise, the right of the remaining condominium corporations set forth in 4.8(i) above and 4.8(iii) below shall continue in effect;
- (c) in the event the remaining condominium corporations exercise their right to purchase their respective interest in the Real Property in accordance with the terms of the offer and any requirements of the Act, the offeree shall, in addition to a conveyance of its respective interest in the Real Property, execute a complete assignment of all its rights and obligations under this Agreement to the remaining condominium corporations.

Any instrument or other document purporting to sell, transfer, charge, or encumber the interest of any condominium corporation in the Real Property in the absence of full compliance with the immediately preceding sub-paragraphs, shall be void and of no effect whatsoever.

In addition, the condominium corporations covenant and agree that, the Real Property or any part thereof or interest therein shall not be charged or encumbered whatsoever unless such charge or encumbrance applies to the whole of the Real Property and such charge or

encumbrance has been given or permitted to be given with the agreement of all of the parties hereto.

4.5 Amendment to Declaration and Description

In the event that the declaration and description in any condominium plan within Lighthouse Point is altered and amended to either increase or decrease the number of seasonal residential units in accordance with the Act, then the parties agree to effect an appropriate adjustment between themselves in respect of each condominium corporation's Proportionate Share of the Shared Costs.

ARTICLE 5  
SHARED FACILITIES COMMITTEE

5.1 Shared Facilities Committee

The parties hereto hereby agree that the Shared Facilities which are used and enjoyed by each of the said parties shall be operated, maintained, repaired, improved, altered and replaced by the Shared Facilities Committee on behalf of the condominium corporations comprising Lighthouse Point as if the said corporations were really one condominium corporation and as if the Shared Facilities were common elements and assets of one condominium corporation. Each condominium corporation shall have representation by appointing one member to serve on the Committee who shall also be a director or officer of the condominium corporation. Meetings

The Committee shall meet from time to time, but not less than quarterly, 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.

5.2 Quorum

At any meeting of the Committee, a quorum shall consist of the majority of members thereof, and except as may be expressly provided herein, all decisions of the Committee shall be by a majority vote and the Chairman shall not have an additional or casting vote. If thirty (30) minutes after the time appointed for the holding of 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. Any member of the Committee who cannot attend any meeting of the Committee may appoint a proxy to attend and vote at the meeting in his place. The proxy shall be an officer of the Corporation represented by such member. To be effective, the proxy must be in writing and must state the office held by the proxy appointed to the board of directors of the condominium corporation.

5.3 Term of Office

Members of the Committee shall be appointed by their respective board for a term of one (1) 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 by a member or the resolution of the appointing board shall be filled for the period of the unexpired term of the member who has resigned or who has been so removed by the board who had originally appointed such member.

5.4 Officers

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

(a) Chairman:

The Chairman 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) 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 shall be the custodian of all books, papers, records, documents and other instruments belonging to the Committee;

(c) 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 Shared Facilities, and under the direction of the Committee shall control the deposit of money and the disbursement of funds and shall render to the Committee whenever required of him, an accounting of all his transactions as Treasurer and the financial position of the Shared Facilities.

The Committee may elect from its members such other officers as it may deem advisable to assist the Committee in carrying out its function.

5.5 Authority and Duties

(a) Authority:

The Committee shall have full authority, power and responsibility over all matters relating to any of the Shared Facilities, and the Assets of the Committee used, shared and enjoyed by the condominium corporations and without limiting the generality of the foregoing, all exterior maintenance of any nature or kind of the Other Shared Common Element Areas.

(b) Duties:

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

- (i) ensuring that the Other Shared Common Element Areas including the grounds, landscaping, and recreational amenities are maintained in first class condition throughout Lighthouse Point;
- (ii) maintaining, repairing and replacing the entranceways, signage, roads and curbs of the Common Interior Roadway in similar first class condition;
- (iii) maintain, repair and replace the Pier to the same or higher standard as that set forth in the original specifications therefore;
- (iv) operating, managing, maintaining, servicing, repairing and replacing the Shared Servicing Systems so as to minimize the interruption of service to any one or more of the parties to this Agreement;
- (v) maintaining, preserving and otherwise protecting the Natural Area as provided for in Article 3.3 hereof;
- (vi) the hiring, management, direction and disciplining of all grounds maintenance personnel, landscaping and snow removal contractors, service and repairmen who may be engaged or employed by the Committee from time to time to carry out the functions of the Committee;
- (vii) representation of and liaison agent for all parties hereto with respect to any matters relating to Lighthouse Point with respect to the Shared Facilities with any municipal or provincial or other authority (including but not limited to the Town of Collingwood and the Ministry of Natural Resources), or with any other party having dealings with the condominium corporations in respect of the Shared Facilities;

- (viii) promulgation and enforcement of rules and regulations relating to the use, enjoyment, management and maintenance of any of the Shared Facilities or any matters relating thereto;
- (ix) the preparation and furnishing to each condominium corporation in writing, not later than the first day of October in each year, the Shared Facilities Budget including an allocation for the Shared Facilities Reserve Fund for the following calendar year, setting forth by categories the Committee's best estimate of all expenses for the maintenance, repair and replacement of the Shared Facilities for the next calendar year;
- (x) the preparation of an appraisal, from time to time, of all parts of the Shared Facilities and Assets of the Committee in order to determine the reserve requirements for major repair and replacement of the Shared Facilities and Assets of the Committee;
- (xi) arbitrating or otherwise dealing with all inter-party disputes, infractions of by-laws, rules and regulations and municipal or other ordinances and dealing with any complaints, questions or suggestions with respect to the Shared Facilities or any matters relating thereto;
- (xii) whenever, 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 maintenance and repair of the Shared Facilities for the then remaining portion of the calendar year;
- (xiii) the deposit of monies received from each condominium corporation together with any other income and receipts in a separate trust account to be maintained by the Committee. All such monies shall thereafter be held in trust by the Committee and be used to:
  - (A) make payments of all accounts approved and incurred by or on behalf of the Committee;
  - (B) repair and maintain or cause to be repaired and maintained those parts of the Shared Facilities which require repair and maintenance;
  - (C) purchase appropriate equipment, chattels and materials that have been approved by the condominium corporations in accordance with this Agreement; and
  - (D) whenever a surplus arises, such surplus shall be applied as a credit on the next year's budget. The Committee shall inform each party of the credit and obligation of such party to contribute further monthly assessments which shall be adjusted accordingly.
- (xiv) the keeping of accurate accounts of the financial transactions involved in the management of the Shared Facilities and in respect of any proper expenditures from the Shared Facilities Reserve Fund and to render to each of the parties hereto 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;
- (xv) the opening and maintenance at a chartered bank or trust company, as the Committee may designate, of an 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 the said trust account;
- (xvi) the engagement of any professional services, consultations, opinions, reports and advice with respect to the Shared Facilities in any matters relating thereto, provided that the appointment of an auditor to review the financial statements maintained by the Committee shall be the same as the

auditor reviewing the financial statements for one of the condominium corporations and that, failing agreement by the members of the Committee upon the appointment of such auditor, the auditor shall be the auditor for the Phase 1A Corporation.

#### 5.6 Disputes

Notwithstanding the authority and duties of the Shared Facilities Committee as outlined in Article hereof, in the event that any matter, question or proposal shall come before the Committee which:

- (a) creates or may create a conflict of interest between two or more of the parties hereto; or
- (b) creates or may create any benefit or advantage which may be enjoyed by any one or two of the parties, but which would not enure to the benefit of the other parties, or which would create a cost or disadvantage to any such other of the parties hereto; or
- (c) creates or may create any cost, disadvantage or otherwise onerous impact not shared proportionately by all of the parties hereto, or by those so affected in accordance with the proportions herein contemplated; or
- (d) any three members of the Committee shall request that the matter in question be referred to a full meeting of the combined boards of directors of all condominium corporations in Lighthouse Point for discussion and disposition;

such matter shall not be dealt with by the Committee but shall be disposed of at a combined meeting of the boards of directors of all condominium corporations comprising Lighthouse Point. Any such meeting shall be called in accordance with the provisions hereof for the calling of a meeting of the Committee. At any such meeting of the combined boards of directors of all condominium corporations comprising Lighthouse Point, any resolution or matter coming before the meeting shall only be passed, approved and consented to by a separate vote of each of the individual boards of directors of each of the condominium corporations. If any one of the boards of directors does not approve, pass or consent to any such resolution or matter before the combined boards, then that matter shall be deemed to be disallowed.

#### 5.7 Substantial Change

No substantial alteration, improvement or renovation or any substantial addition to the Shared Facilities or any Assets of the Committee, as contemplated under Section 97 of the Act, may be effected by the Committee or any of its officers without the proper resolutions being passed by each Corporation in accordance with Section 97 of the Act. For the sake of clarity, this provision shall not be construed by any member of the Committee to delay or hinder the repair and replacement, both before and after damage, of any part of the Shared Facilities.

#### 5.8 Duty to Conform

Each condominium corporation hereby covenants and agrees with the other parties hereto that it shall not amend its declaration, pass by-laws or rules governing the management, maintenance, repair and operation of the Shared Facilities which are in any manner whatsoever inconsistent with the terms and conditions of this Agreement. Each condominium corporation shall be under a further duty to pass only those rules and regulations respecting the management, maintenance and use of the Shared Facilities that are adopted and recommended to it by the Committee.

#### 5.9 Service Contracts

All contracts for services, supplies and materials for or in connection with the Shared Facilities or any of them shall be executed by each of the parties hereto unless the parties have appointed, collectively, an attorney or agent for such purpose who may but need not be one or more officers of the Committee.

5.10 Liability Insurance

The members and officers of the Shared Facilities Committee and the Committee itself shall be insured against personal liability respecting errors and omissions arising from or in connection with the performance of their duties hereunder at the cost thereof borne by each of the parties hereto in accordance with its Proportionate Share or contribution toward the costs of maintaining the Shared Facilities, and the Committee shall be indemnified jointly and severally by each of the parties hereto. No compensation (save for out of pocket disbursements) shall be paid to members of the Committee.

5.11 Overall Appearance of Lighthouse Point

Notwithstanding that the general maintenance and repair of the buildings in each condominium plan remains the responsibility and shall be determined by each condominium corporation, in order to preserve the general high standards and overall uniform appearance of Lighthouse Point as a single, integrated condominium project, the condominium corporations agree with one another that in re-painting or re-staining the exterior parts of the buildings in each condominium plan, no alteration shall be made to the original colour scheme without the approval of each and every of the aforementioned parties.

ARTICLE 6  
PAYMENT, ASSESSMENT AND COLLECTION  
OF THE SHARED FACILITIES COSTS

6.1 Proportionate Share

All expenses, charges and costs relating to the maintenance, repair, replacement and inspection of the Shared Facilities shall be paid and any surplus allocated in accordance with each condominium corporation's Proportionate Share.

6.2 Instalment Payments

Upon receipt of the Shared Facilities Budget for the next ensuing calendar year, each condominium corporation shall pay to the Committee in equal monthly instalments on the first day of each and every month next following the delivery of such Budget, until such time as a revised or supplementary Budget shall have been delivered to each of the parties hereto, an amount equal to one twelfth (1/12) of its Proportionate Share or contribution of the total of such Budget. In the event that the Budget is increased or decreased from time to time by the Committee, the monthly payments required to be made by each of the parties hereto to the Committee shall be increased or decreased accordingly.

6.3 Spending Limit

Where the cost of repairs or work to be performed or the acquisition of equipment or chattels relating to the Shared Facilities does not, in the aggregate, exceed the Budget provision for that particular category, the Committee may proceed to carry out the repairs or have the work performed or purchase the appropriate equipment or chattels; otherwise, any contemplated expenditure in excess of the greater of Five Thousand Dollars (\$5,000.00) or one per cent (1%) of the (then annual) Shared Facilities Budget for any one item shall require the prior approval of each of the parties hereto unless the nature of the repair or the work to be performed can be reasonably considered to be of an emergency nature, the failure of which would likely result in a hazardous situation causing personal injury, interruption of services or causing damage to the Shared Facilities or unless such expenditure is required in order to ensure that the parties hereto comply with the zoning by-law, the Development Agreement(s), and any governmental by-law, ordinance or regulation.

6.4 Additional Assessment

Subject always to the expenditures being authorized in accordance with this Agreement, any expenditures not contemplated in the Budget prepared by the Committee or any expenditures in excess of those expenses budgeted for by the Committee and for which the Committee shall not have sufficient funds, shall be paid by each of the parties hereto

in accordance with its Proportionate Share or contribution. Such payment shall be made to the Committee within thirty (30) days after delivery by the Committee to each party hereto of a statement of such extraordinary expenditures and/or deficiency.

6.5 The Shared Facilities Reserve Fund

Each of the parties hereto, upon receiving a copy of the periodic appraisal for the Shared Facilities Reserve Fund and the Budget including an allocation toward the Shared Facilities Reserve Fund, shall include in their respective Budgets for their Proportionate Share or contribution hereunder an amount that, calculated on the basis of the expected major repair and replacement cost and life expectancy of things comprising the Shared Facilities and the assets of the Committee are reasonably expected to provide sufficient funds for the expected major repair and replacement of the Shared Facilities and Assets of the Committee. The parties hereto shall collectively open and maintain at a chartered bank or trust company an account designated as the "Shared Facilities Reserve Fund Account" and shall designate by resolution of the respective Boards such persons or officers of the Committee authorized to make, assign, draw, accept, endorse, negotiate, deposit or transfer any cheques, notes, drafts and orders relating to said trust account.

6.6 Lien Provision

In the event that any condominium corporation (the "defaulting party") shall be in default in payment to the Committee of its monthly assessment for the maintenance of the Shared Facilities, or in payment to the Committee of any extraordinary expenditures set out above, such that one or more of the remaining parties hereto are required to contribute the defaulting party's Proportionate Share or contribution, the party or parties making such contribution (the "creditor party" or the "creditor parties") shall have a lien to secure the payment of such sum of money together with interest thereon calculated from the date of default until the receipt of payment at the rate of four per cent (4%) above the prime lending rate charged from time to time by the Bank of Montreal to its most credit worthy customers, plus all reasonable costs incurred by the creditor party or parties in the preparation and filing of the lien, against the lands and assets of the defaulting party. Such lien shall arise immediately upon the giving of notice by the creditor party to the defaulting party demanding payment of said sum of money by the defaulting party and asserting said lien against the lands and assets of the defaulting party, by the filing of a caution or other notice that may be permitted according to the provisions of the Land Titles Act of Ontario or any amendments thereto, or such other legislation as may be applicable to the title of the lands of the defaulting party from time to time. The lien shall be enforceable in the same manner as a mortgage in default pursuant to the provisions of the Mortgages Act of Ontario, and any other applicable statutory provision or common law or equitable principle applicable thereto. In the event the Land Registrar requires any creditor party seeking to enforce such lien or charge against the registered title of the lands intended to be secured thereby, to apply to a Court of competent jurisdiction for any Order, direction, advice or authorization prior to such Land Registrar allowing the registered title of such lands to be amended as a result, such creditor party seeking to enforce such mortgage or charge granted to it hereby, shall forthwith apply to such Court for any such required order, direction, advice or authorization and the defaulting party hereby consents to any such application so being made for this purpose. Any monies arising from any permitted sale of those lands encumbered by the lien or charge granted pursuant to this Article 6.6 shall be applied in the first place, to pay and satisfy the costs and charges of preparing for and making any sale as aforesaid, and all other costs and charges which may be incurred in and about the execution of any of the duties thereby resulting on the party enforcing the lien or charge, and in the next place, to pay and satisfy such defaulting party's Proportionate Share or contribution towards the costs or expenses required to be paid by this Agreement, and interest thereon which such defaulting party was required to pay in accordance with this Agreement, and finally to pay the surplus, if any, to such defaulting party or to its successors and assigns.



ARTICLE 7  
INSURANCE

7.1 Minimum Coverage

Each of the parties hereto shall obtain and maintain public liability insurance with respect to incidents or occurrences upon or within that portion of the Common Interior Roadway, the Shared Servicing Systems and the Other Shared Common Element Areas which are located within its property or boundaries, providing a minimum coverage of Two Million Dollars (\$2,000,000) per occurrence, together with fire and major perils insurance sufficient to cover one hundred per cent (100%) of the repair and/or replacement costs of all property contained within such portion of the Shared Facilities. In addition, the Committee shall obtain and maintain property damage and public liability insurance with respect to the operation, maintenance and repair of the Pier.

7.2 Insurance Trust Agreement

In the event of substantial damage occurring to the common elements of one or more condominium corporations, which damage, in whole or in part, includes part of the Shared Facilities, each condominium corporation, within whose plan boundaries includes a part of the damaged Shared Facilities, agrees to enter into an insurance trust with a qualified person or firm in similar format to the insurance trust agreement originally entered into by the Phase 1A Corporation. Each such corporation so affected by the loss shall enter into such agreement with the same insurance trustee so as to ensure a consistent manner in which insurance proceeds are distributed when arising from damage caused to the Shared Facilities. Each of said condominium corporations shall give copies of their respective insurance trust agreements, as executed, to one another and to the Committee as soon as practicable after they have been entered into, acknowledging that the Corporations may choose to enter together into a single insurance trust agreement with the insurance trustee.

7.3 Proceeds of Insurance

The parties hereto acknowledge that they shall each be entitled to share, in accordance with their Proportionate Share and contribution, any insurance proceeds paid under their respective insurance trust agreements or policy which proceeds shall be payable directly and jointly to them in respect of the Shared Facilities and to have their respective representatives execute the certificates required to be deposited with the insurance trustee as a prerequisite for such insurance proceeds to be payable in respect of damage to the Shared Facilities. The condominium corporations covenant and agree with one another to comply with the respective provisions of their insurance trust agreements to this effect, as they pertain to the Shared Facilities.

7.4 Uninsured Loss or Damage

In the event damage occurs to any part of the Shared Servicing Systems caused by any accident or mishap of any other part of the Shared Servicing Systems and/or which is not covered by any policy of insurance whether prescribed or not in this Agreement and which is not caused by the wilful act or negligence of any parties to this Agreement, such damage shall be borne by the parties hereto in the same proportion as those parties are then liable pursuant hereto, to pay for the operation, maintenance, repair, replacement and inspection of that part of the Shared Servicing Systems either damaged or causing such accident or mishap as the case may be.

ARTICLE 8  
SELF HELP REMEDY

8.1 Enforcement of Remedy

In the event that any party to this Agreement (the "defaulting party") fails to perform any of its obligations under this Agreement, and any one or more of the other parties or the Committee (collectively or individually referred to as the "requesting party") may provide the defaulting party with written notice requesting it to perform its obligations

and if the required obligation to be performed is not commenced within seventy-two (72) hours of such notice being delivered (or such earlier period of time in the case of an emergency and/or interruption of services) and is not diligently continued after the giving of such notice, the requesting party shall be entitled to perform the obligation of the defaulting party, including without restricting the generality of the foregoing, the payment of any cost of expense required to be made by the defaulting party pursuant to this Agreement, including the performance of the required repair or replacement work in the hiring of contractors, and such requesting party shall be allowed entry on to the defaulting party's lands to achieve this purpose. The defaulting party agrees to pay directly to the requesting party any cost or expense actually paid or incurred by the requesting party in performing the obligations of the defaulting party pursuant to this Agreement and any such cost or expense shall bear interest at the same rate as is provided for in Article 6.6 of this Agreement with respect to non-payment by any defaulting party of its Proportionate Share or contribution of the cost of maintaining the Shared Facilities.

8.2 Force Majeure

Whenever and to the extent any party hereto is prevented, hindered or delayed in the fulfilment of any obligation hereunder, or in the doing of any work or the making of any repairs or replacements by reason of force majeure, that party's liability to perform such obligation shall be postponed, and it shall be relieved from any liability in damages or otherwise for breach thereof, for so long as and to the extent such prevention, hindering or delay continues to exist. The term "force majeure" means any war or other similar catastrophe, acts of the Queen's enemies, riot or insurrection, or the failure or inability of any governmental authority to supply any services or other public utility which serves Lighthouse Point.

ARTICLE 9  
CERTIFICATE OF COMPLIANCE

9.1 Requesting a Certificate

Each of the parties hereto agrees, at any time and from time to time during the currency of this Agreement, within Ten (10) days after written request, and the payment of a fee not in excess of One Hundred (\$100.00) Dollars, by any other party to this Agreement (the "Requesting Party") to execute, acknowledge and deliver to the Requesting Party, a certificate stating:

- (a) Whether this Agreement has been modified and if so, the nature of such modifications and confirming that it is in full force and effect.
- (b) Any existing default by any of the parties to this Agreement to its knowledge, and specifying the nature and extent thereof and in particular, whether each party has paid its proportionate allocated amount of costs or expenses it is required to pay hereunder, including whether any of the parties claims a lien or charge pursuant to the provisions of Article 6.6 hereof.

ARTICLE 10  
TERMINATION

10.1 Consent

This Shared Facilities Agreement cannot be terminated other than by the consent of the parties hereto or, in part, in accordance with Article 11 hereof. Except as may otherwise agreed upon, if this Agreement is terminated, the easements hereby granted shall remain in full force and effect regardless of whether the land and/or parcel is in a form similar to that which existed on the date that this Agreement or any counterpart Agreement came into effect.

10.2 Outstanding Obligations

Notwithstanding the termination of this Agreement, if at the time of such termination, any party shall be obliged to pay any sum of money pursuant to the provisions hereof, such obligation shall not be extinguished until such sum of money, together with any

interest accruing thereon, shall be paid, and any lien securing the payment of such sum of money shall, as provided in Article 6.6 hereof remain in full force and effect and continue to secure the payment of any interest which shall accrue thereon.

10.3 Condominium Corporations

Notwithstanding the termination pursuant to the Act of any of the condominium corporations, each of the remaining condominium corporations respectively, covenant and agree with one another that they and their interest in the Shared Facilities will continue after such termination to be bound by the provisions of this Agreement, and that they will execute such further assurances as may be required to give effect to this Article 10.3.

ARTICLE 11

POSSIBLE AMALGAMATION OF CONDOMINIUM CORPORATIONS

11.1 Amalgamation

The parties hereto acknowledge that Lighthouse Point is a phased condominium project consisting of a number of separately registered condominium plans and that the declarations of each condominium corporation contemplate the possible amalgamation of all or some of the condominium corporations into a single condominium plan which would include all or some portions of the Shared Facilities and (possibly) the Marina. Accordingly, the condominium corporations may determine that such proposed amalgamation would be of significant and mutual benefit to all present and future unit owners in Lighthouse Point particularly in the administration, management, control and use of the Shared Facilities and the Marina and would likely result in a reduction of the costs of administration of the Shared Facilities and the Marina by each condominium corporation. In the event that the Act is amended to permit such amalgamation, and the requisite vote and support of the unit owners in each (such) condominium corporation is obtained, and the amalgamation of all or some of the condominium corporations within Lighthouse Point into a single condominium plan is effected, then this Agreement and all rights and obligations (except for the restrictions upon the use of the Natural Area) hereunder, in the event of an amalgamation of all condominium corporations within Lighthouse Point, may be terminated (including the provision of reciprocal easements and rights of way) and, in such event, each party to the Agreement shall jointly execute a release in registrable form in order to release this Agreement from the registered title to the lands of each party hereto.

ARTICLE 12  
THE MARINA

12.1 Operation of Marina

The use, maintenance, operation and repair of the Marina (subject to any outstanding lease or license to a third party and providing services to the Marina) shall be governed by the Committee and shall be subject to the same restriction, *mutatis mutandis*, that applies to any sale, transfer, conveyance or encumbrance of the Shared Facilities set forth in Article 4.4.

12.2 Term of the Mooring Slip Licenses

The condominium corporations hereby covenant and agree with one another and on behalf of the Shared Facilities Committee that although, each and every mooring slip licence to be entered into by the Committee is and shall be for a term of not more than twenty-one (21) years less thirty (30) days unless the requisite consent has first been obtained in accordance with the Planning Act of Ontario, and there is no obligation in any mooring slip licence to renew said term, if the Committee renews any license with a unit owner in Lighthouse Point, they (or either of them, as the case may be), shall have the obligation to offer to renew all other mooring slip licenses then in good standing with slip licence holders on the same terms and conditions.

ARTICLE 13  
MEDIATION AND ARBITRATION

13.1 Binding Effect

In the event of any dispute between the parties hereto with respect to this Agreement or any matters arising therefrom or pertaining thereto, and such matter cannot be resolved among or between any of the parties hereto in accordance with Article 5.6 hereof, the matter in dispute, following the conducting of an unsuccessful mediation pursuant to Section 132 of the *Condominium Act, 1998*, upon notice by one party to the other(s) stipulating that it requires the matter to be submitted to arbitration, shall be submitted to arbitration and the decision of the arbitrator shall be binding upon the parties hereto, and upon submitting such matter to arbitration, no legal recourse shall be exercised by any party hereto.

13.2 Appointment of Arbitrator

In the event the parties to such dispute are unable to agree upon a single arbitrator, each party to the dispute shall appoint one arbitrator within seven (7) days of notice by another party requiring submission of the dispute to arbitration. The arbitrator so appointed shall, within seven (7) days of the appointment of the last arbitrator so appointed, choose a single arbitrator. If any party neglects or refuses to name its arbitrator within seven (7) days of being requested to do so by any other party or parties or to proceed with the arbitration, the arbitrator named by any other party or parties shall proceed and settle the dispute and his decision shall be final.

13.3 The Arbitration Act

The arbitration shall be conducted in accordance with the provisions of the *Arbitration Act, 1991*.

13.4 Costs

The costs of any arbitration shall be borne equally by the parties thereto.

ARTICLE 14  
BINDING EFFECT OF AGREEMENT

14.1 Provisions Run With the Land

The provisions of this Agreement are intended to run with the land benefited and burdened thereby, specifically the units and common elements comprising the condominium corporations and the real property as of the date of execution of this Agreement, and shall be binding upon and enure for the benefit of the respective successors in title thereof.

14.2 Parties

Notwithstanding anything provided in this Agreement to the contrary, it is clearly understood and agreed by the parties hereto that:

any reference to any corporation in this Agreement shall include, where required by the context, the corporation and its workmen, servants or agents, and shall specifically include where required by the context the unit owners that are members thereof, and their respective family members, tenants, licensees, guests and invitees;

ARTICLE 15  
NOTICE

15.1 Notice

Any notice, document or other communication required or permitted by law or this Agreement to be given, delivered or served upon the parties hereto shall be sufficiently given, delivered or served if given personally to an officer of the party or sent by telefax

or fax (where the intended party is equipped to receive such form of telecommunication) or by prepaid courier or registered mail:

- (a) in the case of the condominium corporations, c/o the Shared Facilities Committee, addressed to the then current Property Manager for the condominium corporation to which notice is being served

#### 15.2 Change of Address

Any party may by notice given in accordance with this section change its address for the purposes of this Agreement.

#### 15.3 Receipt of Notice

Any notice, document or communication shall be deemed (in the absence of evidence of prior receipt) to have been received by the intended recipient the same day if personally served, the next business day if sent by telefax or fax, and on the third business day next following where sent by prepaid courier or registered mail.

### ARTICLE 16 GENERAL

#### 16.1 Planning Act

This Agreement is subject to compliance with the *Planning Act* of Ontario.

#### 16.2 Amendments

This Agreement shall not be further modified or amended except by instrument in writing of equal formality herewith, signed by the parties hereto or by their respective successors and assigns. The parties hereto hereby consent to the registration on the title to their lands of this Agreement or any modification or amendment to this Agreement.

#### 16.3 Headings

The headings used in the body of this Agreement form no part thereof, but shall be deemed to be inserted for convenience of reference only.

#### 16.4 Nomenclature

This Agreement shall be read and construed as the number and gender of the party and parties referred to in each case requires, and as may otherwise be required by the context.

#### 16.5 Severability

If any clause or section of this Agreement shall be determined by a court of competent jurisdiction to be illegal or unenforceable, then such clause or section shall be considered separate and severable from this Agreement, and the remaining provisions thereof shall remain in full force and effect, and shall be binding upon the parties hereto as though the said illegal or unenforceable clause or section had never been included.

#### 16.6 Binding Nature

This Agreement shall be binding upon and enure to the benefit of each of the parties hereto and their respective successors and assigns.

#### 16.7 Time

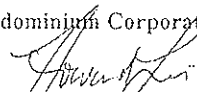
Time shall be of the essence of this Agreement and of the obligations of the parties hereto.

16.8 Counterpart Agreements

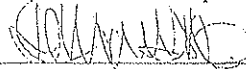
This Agreement may be executed in one or more counterparts, each of which when so executed shall constitute an original, and all of which shall together constitute one and the same agreement.

IN WITNESS WHEREOF the parties hereto have hereunto caused to be affixed their corporate seals, duly attested by their respective proper signing officers authorized in that behalf.

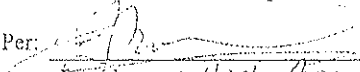
Simcoe Condominium Corporation No. 102

Per:   
President Howard Lis  
I have authority to bind the Corporation

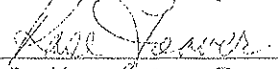
Simcoe Condominium Corporation No. 107

Per:   
President John Ward Castle  
I have authority to bind the Corporation

Simcoe Condominium Corporation No. 113

Per:   
President Elliot Benson  
I have authority to bind the Corporation

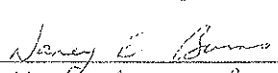
Simcoe Condominium Corporation No. 122

Per:   
President Rose Feather  
I have authority to bind the Corporation

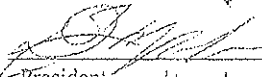
Simcoe Condominium Corporation No. 126

Per:   
President Mike Sartor  
I have authority to bind the Corporation

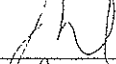
Simcoe Condominium Corporation No. 136

Per:   
President Nancy Burns  
I have authority to bind the Corporation

Simcoe Condominium Corporation No. 194

Per:   
President Kevin Leonard  
I have authority to bind the Corporation

Simcoe Condominium Corporation No. 199

Per:   
President Paul Philbrook

I have authority to bind the Corporation

Simcoe Condominium Corporation No. 211

Per: [Signature]  
President Freda Timotte  
I have authority to bind the Corporation

Simcoe Condominium Corporation No. 214

Per: [Signature]  
President Nancy Burns  
I have authority to bind the Corporation

Simcoe Condominium Corporation No. 218

Per: [Signature]  
President Carl Stewart  
I have authority to bind the Corporation

Simcoe Condominium Corporation No. 231

Per: [Signature]  
President Sylvia Basso  
I have authority to bind the Corporation

Simcoe Condominium Corporation No. 238

Per: [Signature]  
President Don Stockman  
I have authority to bind the Corporation

Simcoe Condominium Corporation No. 245

Per: [Signature]  
President Jamie Simmonds  
I have authority to bind the Corporation

Simcoe Condominium Corporation No. 254

Per: [Signature]  
President Laurie White  
I have authority to bind the Corporation

Simcoe Standard Condominium Corporation No. 261

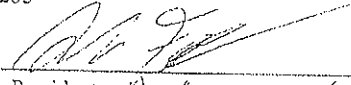
Per: [Signature]  
President Caroline Tykoliz  
I have authority to bind the Corporation

Simcoe Standard Condominium Corporation No. 269

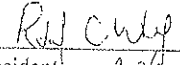
Per: [Signature]  
President Bob Stamegna

I have authority to bind the Corporation

Simcoe Standard Condominium Corporation  
No. 285

Per:   
President Andrew Feldstein  
I have authority to bind the Corporation

Simcoe Standard Condominium Corporation  
No. 301

Per:   
President Robert White  
I have authority to bind the Corporation



SCHEDULE "A"

- FIRSTLY Part of Parcel 48-3 Section 51-Nott-10, being part of Lot 48 Concession 10 Town of Collingwood (formerly Township of Nottawasaga) County of Simcoe, designated as parts 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 27, 28, 29, 30, 31, 32, 33, 37, 38, 39, 44, 45, 48, 49, 52, 53, 54, 82, 84, and 96 Plan 51R-22192.
- SECONDLY Part of Parcel 48-3 Section 51-Nott-10, being part of Lot 48 Concession 10 Town of Collingwood (formerly Township of Nottawasaga) County of Simcoe, designated as Parts 1, 2, 3, 4, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 55, 56, 57, 58, 59, 60, 64, 65, 66, 67, 70, 71, 72, 73, 74, 75, 76, 77, 85, and 91 Plan 51R-22192.
- THIRDLY Part of Parcel 48-3 Section 51-Nott-10 being part of Lot 48 Concession 11 Town of Collingwood (formerly Township of Nottawasaga) County of Simcoe, designated as parts 78, 79, and 86, Plan 51R-22192.
- FOURTHLY Part of Parcel 48-3 Section 51-Nott-10 being part of the accreted lands in front of Lot 48 Concession 10 and Lot 48 Concession 11, Town of Collingwood (formerly Township of Nottawasaga) County of Simcoe, designated as parts 50, 51, 61, 62, 63, 68, 69, and 80 Plan 51R-22192.
- FIFTHLY Part Parcel 48-3, Section 51-Nott-10 being part of the road allowance between Concessions 10 and 11, Town of Collingwood (formerly Township of Nottawasaga), County of Simcoe, designated as Part 83, Plan 51R-22192.
- SIXTHLY Part of Parcel 48-3, Section 51-Nott-10 being part of water lot CL5352, Town of Collingwood, County of Simcoe, designated as parts 34, 35, 36, 40, 41, 42, 43, 46, 47, 81 and 95 Plan 51R-22192.
- SEVENTHLY Part of Parcel 48-2, Section 51-Nott-10 being part of Lot 48, Concession 10, Town of Collingwood (formerly Township of Nottawasaga), County of Simcoe designated as Part 93, Plan 51R-22192.
- EIGHTHLY Part of Parcel 48-4, Section 51-Nott-11, being part of Lot 48, Concession 11, Town of Collingwood (formerly Township of Nottawasaga), County of Simcoe, designated as Part 94, Plan 51R-22192.
- NINTHLY Part of Parcel Road Allowance - 2 Section 51-Nott-10, being Part of the road allowance between Concessions 10 and 11, Town of Collingwood (formerly Township of Nottawasaga), County of Simcoe, designated as Part 92, Plan 51R-22192.
- TENTHLY Part of Parcel 48-8, Section 51-Nott-11, being part of Lot 48, Concession 10, Town of Collingwood (formerly Township of Nottawasaga), County of Simcoe, designated as Parts 1 to 6, inclusive, on Plan 51R-24907.
- ELEVENTHLY Part of Lot 48, Concession 10, Town of Collingwood (formerly Township of Nottawasaga), County of Simcoe, designated as Parts 5 to 11 (both inclusive) according to Plan 51R-24814 (being all of Parcels 48-10 and 48-11, Section 51-NOTT-10).
- TWELFTHLY Part of Lot 48, Concession 10, Town of Collingwood (formerly Township of Nottawasaga), County of Simcoe, designated as Parts 12, 13 and 14, Plan 51R-24814 (being all of Parcel 48-9, Section 51-NOTT-10).
- THIRTEENTHLY Part of Lot 48, Concession 10, Town of Collingwood (formerly Township of Nottawasaga), County of Simcoe, designated as Parts 31, 32, 33, 37 & 38, Plan 51R-22192, and Part of Water Lot Location CL5352, being Part of the Bed of Nottawasaga Bay of Georgian Bay, in Front of Lot 48, Concession 10, designated as Parts 34, 35 & 36, Plan 51R-22192 (being all of Parcel 48-13, Section 51-NOTT-10).
- FOURTEENTHLY Part of Lot 48, Concession 10, Town of Collingwood (formerly Township of Nottawasaga), County of Simcoe, designated as Parts 23, 24, 25, 26, 27, 28 & 29, Plan 51R-22192 (being all of Parcel 48-12, Section 51-NOTT-10).
- FIFTEENTHLY Part of Lot 48, Concession 10, Town of Collingwood (formerly Township of Nottawasaga), County of Simcoe, designated as Parts 1 to 5 both inclusive, Plan 51R-30101 (being Part of Parcel 48-4, Section 51-NOTT-10).
- SIXTEENTHLY Part of Lot 48, Concession 10, Town of Collingwood (formerly Township of Nottawasaga), County of Simcoe, designated as Parts 1, 2, 3, 4, 5, 6, 7, 8 and 10, Plan 51R-30629 (being Part of Parcel 48-4, Section 51-NOTT-10).
- SEVENTEENTHLY Part of Lot 48, Concession 10, Town of Collingwood (formerly Township of Nottawasaga), County of Simcoe, designated as Parts 88, 89 and 90 on Plan 51R-22192.

