

DATED February 26, 1991

VICTORIA CONDOMINIUM PLAN
NO. 15

DECLARATION

Robert J. Walker
Barrister & Solicitor
4 King Street, West,
Bobcaygeon, Ontario,
K0M 1A0

DECLARATION
MADE PURSUANT TO THE CONDOMINIUM ACT

THIS DECLARATION (hereinafter called the "Declaration") is made and executed pursuant to the provisions of the Condominium Act, R.S.O. 1980 c.84, and the regulations made thereunder (all of which are hereinafter referred to as the "Act"), BY:

ROBERT J. WALKER, Trustee, (hereinafter
called the "Declarant")

WHEREAS the Declarant is the Trustee Owner in fee simple of lands and premises situated in the village of Bobcaygeon, in the County of Victoria, and being more particularly described in Schedule "A", and in the description submitted herewith by the Declarant for registration in accordance with the Act.

AND WHEREAS the Declarant declares that six (6) one-storey residential buildings, containing a total of sixty (60) individual dwelling units, and that one one-storey recreational building (Clubhouse) and other common element amenities have been constructed on the property.

AND WHEREAS the Declarant intends the lands together with the said buildings and amenities thereon, constituting an adult lifestyle condominium, shall be governed by the Act., and that the lands and interests appurtenant thereto described in Schedule "A" are governed by the Act.

CAUTION: THAT PORTION OF THE CONDOMINIUM BUILDING SHOWN HATCHED IN PART 1, SHEET 1 OF THE DESCRIPTION ENCROACHES ON THE ADJOINING LANDS AND IS NOT GOVERNED BY THE CONDOMINIUM ACT.

NOW THEREFORE THE DECLARANT DECLARES AS FOLLOWS:

ARTICLE I
INTRODUCTORY

(1) Definitions - All words used herein which are defined in the Act shall have ascribed to them the meanings set out in the Act, as amended from time to time, and the following terms used herein shall have the meanings set out below, unless the context otherwise requires:

"Corporation" or "Edgewater Corporation" or "The Edgewater" means the adult life-style condominium corporation created upon the registration of the Declaration herein and the description submitted herewith.

(2) Statement of Intentions - The Declarant intends that the lands and premises described in Schedule "A" be governed by the Act, and any amendments thereto.

(3) Consent of Encumbrancers - The consent of every person having a registered mortgage against the lands or interest appurtenant to the land described in Schedule "A" is contained in Schedule "B" attached hereto. The consent of every person having a registered mortgage against the Units and interest appurtenant thereto is also set out in Schedule "B".

(4) Boundaries of Units and Monuments - The monuments controlling the extent of the units which are to be exclusively owned are described in Schedule "C" attached hereto.

(5) Common Elements, Common Interest and Common Expenses - The entire property and improvements thereon, other than those defined as lying within the boundaries of dwelling units, constitute the common elements. Each Owner shall have an individual interest in the common elements as a tenant in common with all other Owners and shall contribute to the common expenses in the proportions set forth opposite each unit number in Schedule "D" attached hereto. The total of the proportions of the common interest shall be one hundred percent (100%).

(6) Address for Service and Mailing Address of the Corporation - The Corporation's address for service and mailing address shall be:

200 East Street, South, P.O. Box 779,
Bobcaygeon, Ontario
K0M 1A0

ARTICLE II COMMON EXPENSES

(1) Specification of Common Expenses - Common expenses means the expenses incurred in the performance of the objects and duties of the Corporation and, without limiting the generality of the foregoing, shall include those expenses set out in Schedule "E".

ARTICLE III
UNITS

(1) Occupation and Use - The occupation and use of the units shall be in accordance with the following restrictions and stipulations:

(a) Each dwelling unit, being Units 1 to 60, both numbers inclusive, all on Level 1, shall be occupied and used for residential purposes. Permanent resident shall be limited to those who have reached the age of majority.

(b) No unit shall be occupied or used by anyone in such a manner as to result in cancellation or threat of cancellation of any policy of insurance placed by or on behalf of the Corporation, or in such a manner as to result in an increase in the premium cost of any policy of insurance placed by or on behalf of the Corporation.

(c) The Owner of each unit shall require all residents, associates, agents, and visitors in his unit to comply with the Act, the Declaration, the By-Laws, and Rules Governing Use of Common Elements (Hereinafter referred to as "Rules").

(d) No boundary wall, load-bearing partition wall, floor, fireplace, door or window, toilet, bath tub, wash basin, sink, heating, plumbing, or electrical installation contained in or forming part of the unit shall be installed, removed, extended or otherwise altered without the prior written consent of the Corporation; provided, however, that the provisions of this sub-paragraph shall not require any Owner to obtain the consent of the Corporation for the purpose of painting or decorating, including the alteration of the surface of any wall, floor or ceiling which is within his unit.

(e) No animal, livestock or fowl, other than a small pet shall be kept or allowed in any dwelling unit or upon the common elements. No pet shall be allowed in the Clubhouse or within the swimming pool enclosure. When on the common elements all pets must be under leash. No pet that is deemed by the Board, in its absolute discretion, to be a nuisance shall be kept by any Owner in such unit. Such Owner shall, within two (2) weeks of receipt of a written notice from the Board requesting the removal of such pet, permanently remove such pet from the property. No breeding of pets shall be carried on, in or around any such unit.

(f) No sign, advertisement, notice, including "For Sale", "For Rent", or "Open House" signs, shall be inscribed, painted, affixed or placed on any part of the inside or outside of the buildings, or common elements, or visible through any window whatsoever, and no real estate "open houses" shall be permitted.

(g) i) The common elements are declared by the Declarant to be for the use and benefit of the Unit Owners of the Corporation in accordance with the Declaration, By-Laws, and Rules, established from time to time.

ii) The expenses related to the operation and maintenance of the common elements shall be shared by the Unit Owners of the Corporation in accordance with Schedule "D" attached hereto. The said common element expenses are generally as set out in Schedule "E" attached hereto.

(2) Rights of Entry to the Units

(a) The Corporation or any insurer of the property or any part thereof, their respective agents, or any other person authorized by the Board, shall be entitled to enter any unit or common element over which the Unit Owner has the exclusive use, at all reasonable times and upon giving reasonable notice, in the presence of a Unit Owner or his authorized agent, to perform the objects and duties of the Corporation, and without limiting the generality of the foregoing, for the purpose of making inspections, adjusting losses, making repairs, correcting any condition which violates the condition of any insurance policy, remedying any condition which might result in damage to the property, and confirming compliance with municipal requirements.

(b) In case of an emergency, an agent of the Corporation may enter a unit at any time and without notice for the purpose of repairing the unit, common elements including any part of the common elements over which any owner has exclusive use, or for the purpose of correcting any condition which might result in damage or loss to the property. The Corporation, or anyone with prior authorization by it in writing, may determine whether an emergency exists.

(c) If a Unit Owner, or his authorized agent, shall not be personally present to grant entry to the unit, the Corporation or its agents may enter upon such unit without rendering it or them liable to any claim or cause of action for damages by reason thereof provided that they exercise reasonable care, and render a written report to the Unit Owner setting out the circumstances of the action within a period of seven (7) days.

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

(e) The rights and authority hereby reserved to the Corporation, its agents, or any insurer or its agents, do not impose any responsibility or liability whatsoever for the care or supervision of any unit except as specifically provided in this Declaration, the By-Laws, and Rules.

(3) Requirements for Leasing - Owners shall not lease their units without the consent of the Board, which consent shall not be unreasonably withheld, provided the Board is given:

(a) such reasonable personal and financial references with respect to the proposed tenant as the Board requires: and,

(b) such reasonable assurances in writing as the Board requires with respect to the proposed tenant's use and occupation of the unit, including without limitation, the term of the proposed lease and number of occupants, assurances that all intended permanent residents have attained the age of majority, as well as assurances relative to compliance by the proposed tenant with the Act, the Declaration, the By-Laws, and Rules of the Corporation, any agreement entered into by the Corporation, and with respect to the payment of common expenses.

ARTICLE IV COMMON ELEMENTS

(1) Definition of the Common Elements

The entire property and the improvements thereon, other than those defined as lying within the boundaries of dwelling units, constitute the common elements.

(2) Use of the Common Elements

Subject to the provisions of the Act, the Declaration, the By-Laws, and the Rules, each Owner has the full use, occupancy and enjoyment of the whole or any part of the common elements, except as herein otherwise provided.

(3) Exclusive Use of Parts of Common Elements

Subject to compliance with the Act, the Declaration, the By-Laws, and the Rules passed pursuant to the Act, the Owners shall have the exclusive use of those parts of the common elements as set out in Schedule "F" attached hereto.

In addition, Owners shall be permitted to make use of that portion of the common elements attic, where existing and accessible through their units, constructed for storage purposes. The storage of non-combustible, non-liquid household related goods is permitted only on the specially constructed storage floors such that no portion of the such goods rests upon ceiling joists or insulated areas. The total weight of such goods shall not be excessive and shall be evenly distributed, in the opinion of the Corporation. Nothing in the foregoing obligates the Corporation to construct such attic storage units where they do not exist.

Owners shall be solely responsible for any and all damages caused of any unit or the common elements by their negligent and/or improper use of the exclusive use common elements or permitted storage areas.

(4) Restricted Access

Without the consent in writing of the Board, no Owner shall have the right of access to those parts of the common elements used from time to time for the care, maintenance, or operation of the property. Provided, however, that this paragraph shall not apply to any first mortgagee holding mortgages on at least ten percent (10%) of the units, who shall have a right of access for inspection upon 48 hours notice to Owners.

(5) Additions, Alterations and Improvements

(a) For the purposes of subsection 1 of Section 38 of the Act, the Board shall decide whether any addition, alteration or improvement to, or renovation of, the common elements, or any change in the assets of the corporation is substantial.

(b) The Corporation may undertake additions, alterations or improvements providing the changes have been previously budgeted, Owners assessed, and the funds available. Unbudgeted substantial additions, alterations or improvements must be referred to a special meeting of Owners for authorization by not less than 80% of all Owners.

(c) No alteration, work, repairs, decoration, painting, maintenance, structure, air-conditioning equipment, fence, screen, hedge or erection of any kind whatsoever (the "work") shall be performed, done, erected or planted within or in relation to the common elements (including any part thereof over which any Owner has the exclusive use) except by the Corporation or with its prior written consent or as permitted by the By-Laws, and Rules.

(d) The Corporation shall have access at all reasonable times to any part of the common elements over which the Owner has the exclusive use in order to do the work.

(6) Pets

No animal, livestock or fowl, other than a small pet, shall be kept upon the common elements, including those parts thereof of which any Owner has the exclusive use. No pet shall be allowed in the Clubhouse or within the swimming pool enclosure. When on the common elements, all pets must be under leash. No pet that is deemed by the Board in its absolute discretion to be a nuisance shall be kept by any Owner upon the common elements. Such owner shall, within two (2) weeks of receipt of a written notice from the Board requesting removal of such pet, permanently remove such pet from the property.

ARTICLE V
MAINTENANCE AND REPAIRS

(1) Each Owner shall maintain his unit and, subject to the provisions of the Declaration and Section 42 of the Act, each Owner shall repair his unit after damage, all at his own expense. Each Owner shall be responsible for the damage to any other unit or to the common elements which is caused by the failure of the Owner to so maintain and repair his unit.

(2) The Corporation shall repair and maintain the common elements and shall repair and maintain all doors which provide the means of ingress to and egress from a unit, and all windows, save and except for maintenance of interior surfaces of windows and doors providing ingress to and egress from a unit, all at its own expense, whether such doors and windows are part of a unit or are part of the common elements.

(3) The Corporation shall repair, maintain and/or replace as required in the opinion of the Corporation that part of Units 11, 22, 33, 44, 53, 56, 57, and 60 comprising the chimney, chimney flue and apparatus in connection therewith, at the expense of the respective unit Owner of Units 11, 22, 33, 44, 53, 56, 57 and 60, Level 1. Such Owners shall be responsible for those expenses incurred by the Corporation with respect to the chimney, chimney flue and apparatus in connection therewith which are associated with such unit's fireplace, and such costs shall be considered as an additional common expense to the units involved.

ARTICLE VI
FIRST MEETING

As soon as practicable after the registration of this Declaration, and in accordance with the Act, the Owners of the Corporation shall hold their first meeting for the purpose of electing Directors. As soon as practicable thereafter the Board so elected shall hold its first meeting, providing a quorum of Directors is present, to elect and/or appoint Officers of the Corporation and pass enabling By-Laws, and Rules.

Any By-Law, or any Special By-Law, passed by the Board, from time to time, is not effective until confirmed with or without variation by a majority vote of all Owners. Rules passed by the Board from time to time shall be effective thirty (30) days after notice thereof has been given to each Owner, except as otherwise provided by the Act.

ARTICLE VII
MISCELLANEOUS

(1) Amendments - This Declaration, in accordance with the provisions of the Act, can be amended only with the consent of all Owners and all persons having registered mortgages against the units and common interests. Where any provision of this Declaration is inconsistent with the Act, the Act shall prevail.

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

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

(4) Construction of Declaration - This Declaration shall be read with all changes of number and gender required by the context.

(5) Headings - The headings in the body of this Declaration form no part of the Declaration but shall be deemed to be inserted for convenience of reference only.

Dated at the Village of Bobcaygeon, this 26th day of February, 1991.

IN WITNESS THEREOF the Declarant has hereunto attached his hand and seal

Cheryl Shea
Witness:

Robert J. Walker
ROBERT J. WALKER, Trustee

SCHEDULE "A"

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Village of Bobcaygeon, County of Victoria and Province of Ontario, being composed of Lot 2, Registrar's Compiled Plan Number 564, which said Lot is designated as Part 1 on a Reference Plan deposited in the Land Registry Office for the Registry Division of Victoria Number 57 as Plan 57R-3590.

SAVE AND EXCEPT thereout and therefrom those portions of said Lot 2 designated as Parts 2 and 3 on a Reference Plan deposited in the said Registry Office as Plan 57R-4060 and Part 3 on a Reference Plan deposited in the said Registry Office as Plan 57R-3926.

SUBJECT TO an easement in favour of the Corporation of the Village of Bobcaygeon over that portion of said Lot 2 designated as Part 2 on said plan 57R-3926 for the purposes set out in Instrument Number 188720.

SCHEDULE "B"

THE CONDOMINIUM ACT, R.S.O. 1980, C.84

CONSENT UNDER CLAUSE B OF SUBSECTION 1 OF SECTION 3 OF THE ACT:

NIL

SCHEDULE "C"

BOUNDARIES OF UNITS

The monuments controlling the extent and location of the units are the physical surfaces described herein. Such surfaces are more particularly illustrated in Part 1 of the Description filed concurrently herewith.

Horizontally:

- (a) The horizontal plane 1.219 metres below the upper surface of the unfinished concrete floor and measured perpendicularly therefrom.
- (b) The upper surface of the ceiling drywall sheeting.

Vertically:

- (a) The backside face of the drywall sheeting on all exterior walls and walls dividing units above the concrete floor.
- (b) The unit side face of the concrete block walls below the concrete floor slab to its intersection with the horizontal limit defined in paragraph (a) herein.
- (c) In the vicinity of the fireplace in Units 11, 22, 33, 44, 53, 56, 57 and 60 the boundary shall extend to the unit side face of the concrete block wall at the back of the fireplace and the unit shall include all portions of the masonry chimney, chimney flue, and metal portions of any appurtenances attached thereto.
- (d) In the vicinity of openings for exterior doors and windows, the unit shall extend to the unfinished interior or unit side surface of all doors, door frames, and window frames and the interior surface of all glass panels therein.

Notwithstanding the above,

- (a) The unit shall include all pipes, wires, cables, flues, ducts, or similar apparatus that provides any service to that particular unit only, but shall not include such pipes, wires, cables, flues, ducts or similar apparatus that provides any service to more than one unit.

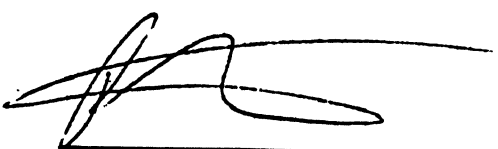
DATED at Lindsay, Ontario this 19th day of April, 1990.



William R. Coe
ONTARIO LAND SURVEYOR

SCHEDULE D
 PERCENTAGE OF COMMON INTEREST
 AND
 CONTRIBUTION TO COMMON EXPENSES

LEVEL NUMBER	UNIT NUMBERS	NUMBER OF UNITS	COMMON INTEREST %	COMMON EXPENSES %
1	1 to 10,) 12 to 21,) 23 to 32,) 34 to 43,) 45 to 52,) 54 & 55,) 58, & 59.)	each x 52	= 1.6666 86.6632	1.6666 86.6632
1	11,22,33,) 44,53,56,) 57 & 60	each x 8	= 1.6671 13.3368	1.6671 13.3368
	Totalling	60	100.0000	100.0000


 ROBERT J. WALKER,
 Barrister & Solicitor

SCHEDULE "E"

COMMON EXPENSES

Common expenses shall include the following:

(a) all expenses of the Corporation incurred by it or the Board in the performance of the objects and duties of the Corporation whether such objects and duties are imposed under the provisions of the Act of this Declaration or performed pursuant to any By-Law of the Corporation;

(b) all sums of money levied or charged to the Corporation on account of any and all public and private suppliers of insurance coverage, taxes, utilities and services including, without limiting the generality of the foregoing, levies or charges for:

- garbage collection
- insurance premiums
- water and sewage
- electricity
- waste disposal
- fuel, including gas, oil, electricity, coal and firewood
- maintenance materials, tools and supplies
- snow removal and landscaping
- realty taxes (including local improvement charges) if any, levied against the entire property and not levied against each unit;

(c) remuneration payable by the Corporation to any contract employees, other contractors or suppliers of services deemed necessary for the proper operation and maintenance of the property;

(d) the cost of maintaining fidelity bonds as provided by the By-Laws;

(e) all sums of money paid or payable by the Corporation to or for the benefit of any and all persons, firms or corporations engaged or retained by the Corporation, the Board, its duly authorized agents, servants and contract employees for the purpose of performing any and all the duties of the Corporation, including without limitation legal, engineering, accounting, auditing, expert appraisal, advisory, maintenance, managerial and secretarial services;

(f) the cost of furnishings and equipment for use in and about the common elements including the repair, maintenance, operation or replacement thereof;

(g) all sums of money paid or payable by the Corporation pursuant to the provisions of Subsections (4) and (5) of Section 38 of the Act, as amended;

(h) the cost of borrowing money for the purpose of carrying out the objects and duties of the Corporation;

(i) the cost of insurance appraisals;

(j) the fees of the Insurance Trustee;

(k) other expenses incurred in operating and maintaining the undivided interests in the Edgewater Corporation common elements, including without limiting the generality of the foregoing the following:

(i) the provision of electricity, water and all other utilities;

(ii) the provision of contract operating and maintenance staff, and of contract management staff, if appointed;

(iii) the provision of maintenance, repair and replacement of grounds, structures, landscaping, parking lots and rights of way;

(iv) the provision, replacement, maintenance and repair of furniture, equipment and supplies related thereto;

(v) municipal taxes and insurance.

SCHEDULE "F"

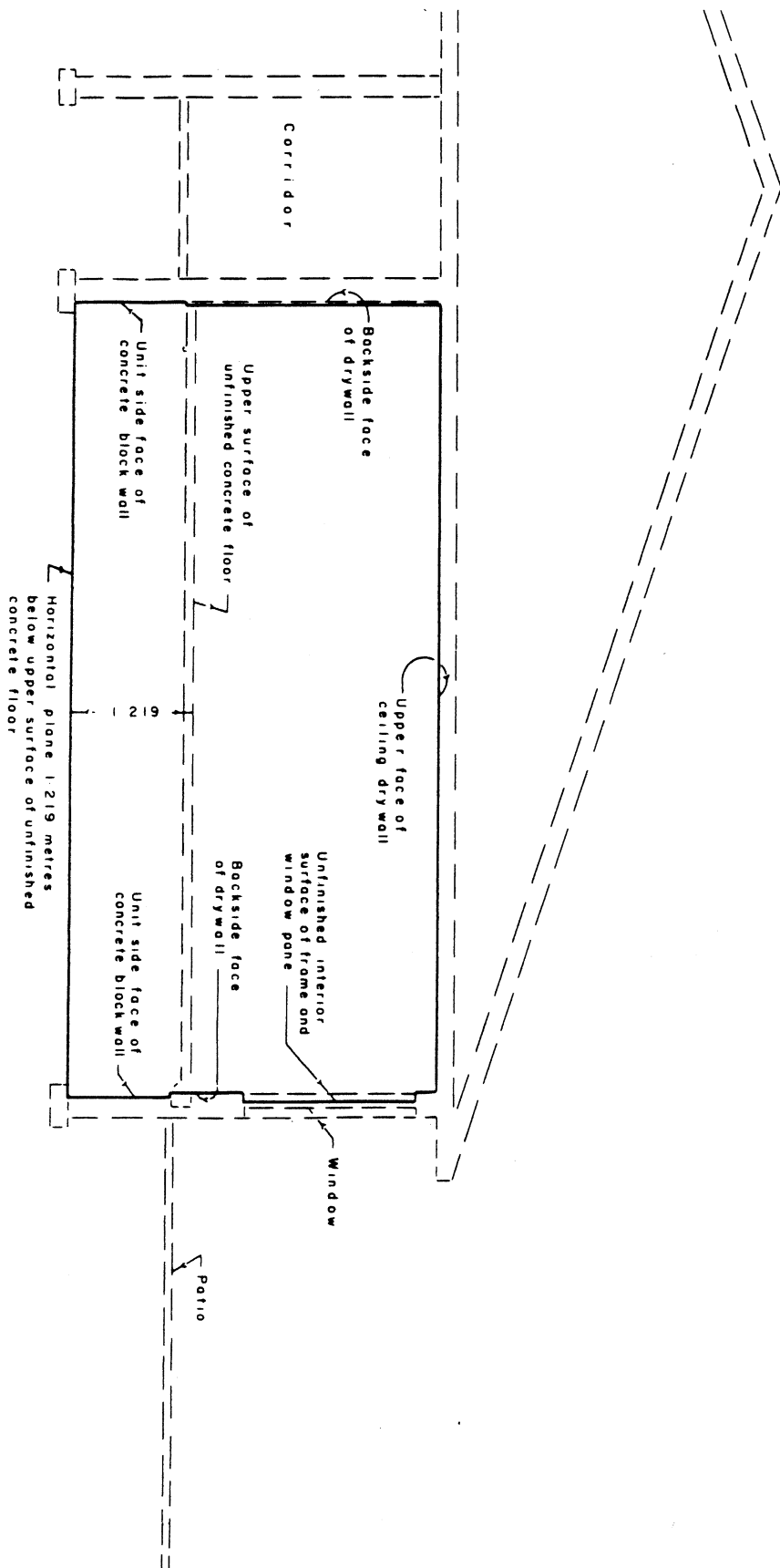
EXCLUSIVE USE OF THE COMMON ELEMENTS

(PATIOS AND PARKING SPACES)

LEVEL NUMBER	UNIT NUMBER	PATIO NUMBER*	PARKING SPACE NUMBER*
1	1	P-1	A-1
1	2	P-2	A-2
1	3	P-3	A-3
1	4	P-4	A-4
1	5	P-5	A-5
1	6	P-6	A-6
1	7	P-7	A-7
1	8	P-8	A-8
1	9	P-9	A-9
1	10	P-10	A-10
1	11	P-11	A-11
1	12	P-12	A-12
1	13	P-13	A-13
1	14	P-14	A-14
1	15	P-15	A-15
1	16	P-16	A-16
1	17	P-17	A-17
1	18	P-18	A-18
1	19	P-19	A-19
1	20	P-20	A-20
1	21	P-21	A-21
1	22	P-22	A-22
1	23	P-23	A-23
1	24	P-24	A-24
1	25	P-25	A-25
1	26	P-26	A-26
1	27	P-27	A-27
1	28	P-28	A-28
1	29	P-29	A-29
1	30	P-30	A-30
1	31	P-31	A-31
1	32	P-32	A-32
1	33	P-33	A-33
1	34	P-34	A-34
1	35	P-35	A-35
1	36	P-36	A-36
1	37	P-37	A-37
1	38	P-38	A-38
1	39	P-39	A-39
1	40	P-40	A-40

1	41	P-41	A-41
1	42	P-42	A-42
1	43	P-43	A-43
1	44	P-44	A-44
1	45	P-45	A-45
1	46	P-46	A-46
1	47	P-47	A-47
1	48	P-48	A-48
1	49	P-49	A-49
1	50	P-50	P-50
1	51	P-51	P-51
1	52	P-52	P-52
1	53	P-53	P-53
1	54	P-54	P-54
1	55	P-55	P-55
1	56	P-56	P-56
1	57	P-57	P-57
1	58	P-58	P-58
1	59	P-59	P-59
1	60	P-60	P-60

* As shown on Part 1 Sheets 3 & 4 of the Description



SECTION TO ILLUSTRATE UNIT BOUNDARY (TYPICAL)

UNITS 1, 2, 5, 6, 9, 10, 12, 13, 16, 17, 20, 21, 23, 24, 27, 28, 31, 32, 34, 35, 38, 39, 42, 43, 45, 46, 51, 52, 54, 55, 58 AND 59

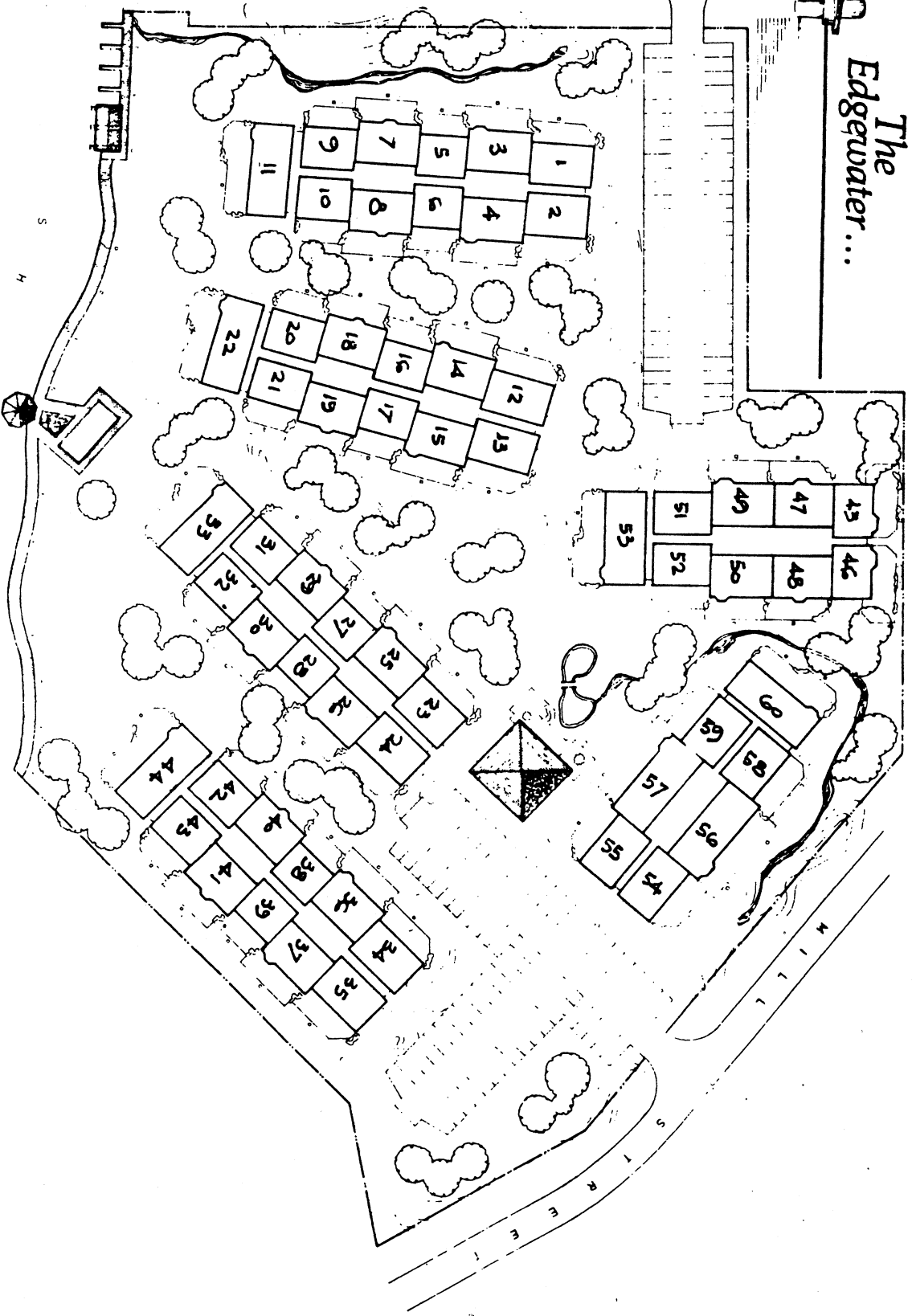
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The Edgewater...

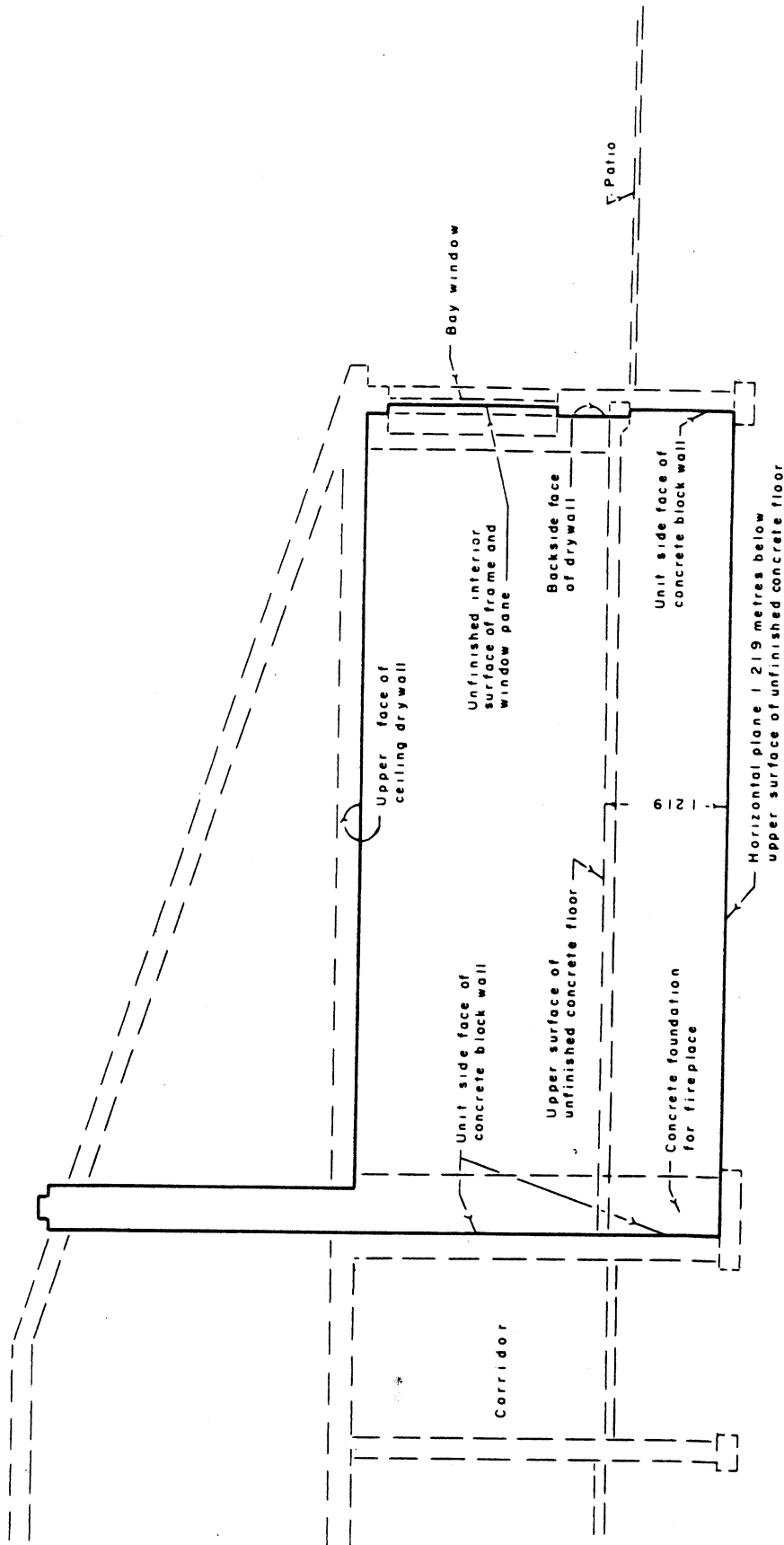


EAST STREET SOUTH

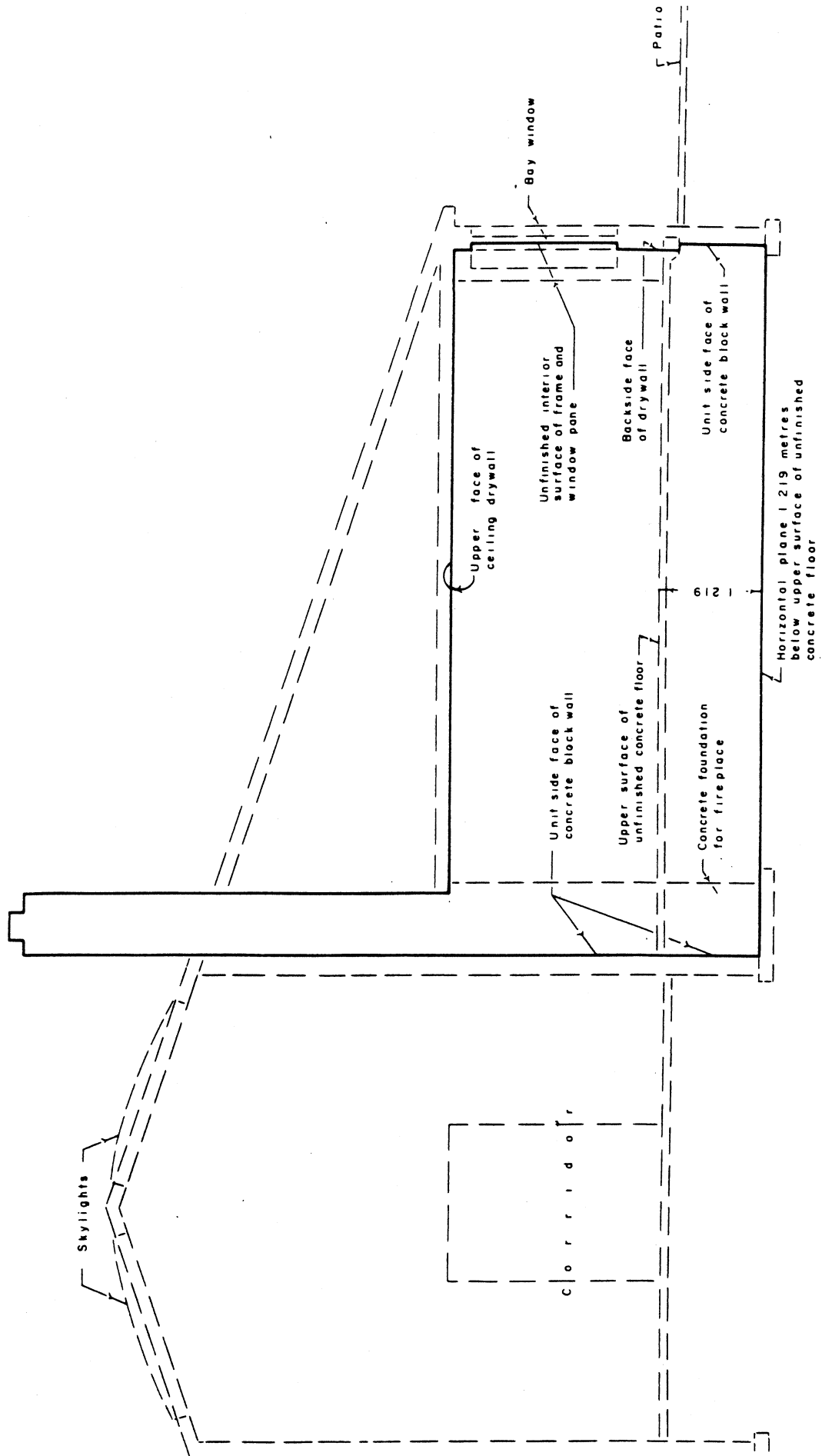
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Size and location of buildings and amenities may vary from this conceptual plan. Actual construction will depend upon the marketing demand as outlined within the Condominium Documentation.

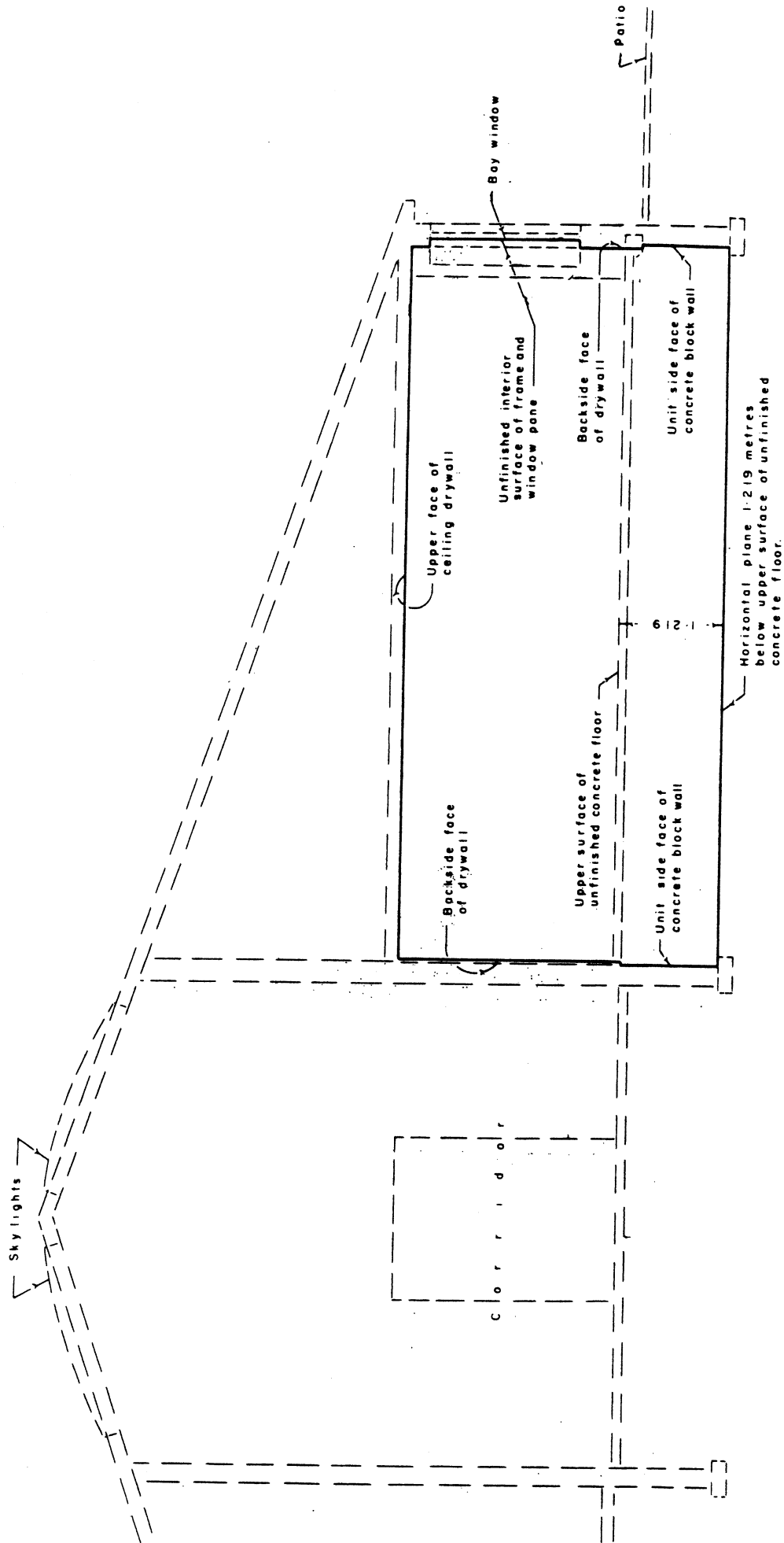


SECTION TO ILLUSTRATE UNIT BOUNDARY (TYPICAL)
UNITS 11,22,33,44, 53 AND 60
 (NOT TO SCALE)



SECTION TO ILLUSTRATE UNIT BOUNDARY (TYPICAL)

UNITS 56 AND 57
(NOT TO SCALE.)



SECTION TO ILLUSTRATE UNIT BOUNDARY (TYPICAL)

UNITS 3, 4, 7, 8, 14, 15, 18, 19, 25, 26, 29, 30, 36, 37, 40, 41, 47, 48, 49, AND 50

(NOT TO SCALE)