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**SENT BY EMAIL ONLY**

September 16, 2020

Friends of Muskoka  
c/o Suite 4400  
181 Bay Street  
Toronto, Ontario  
M5J 2T3

**Attention: Ms. Susan Eplett**

Dear Sirs/Mesdames:

**C2017-5, TRG-KFH (Lakeside) Inc., Condominium Agreement  
Our File No. 500529**

I am writing to you in connection with your question concerning the Condominium Agreement proposed for the above-captioned development. I understand from you that the Township's Planning Committee intends to deal with a draft of the agreement at its September 17, 2020 meeting. In that regard, you have provided me with a series proposed changes and asked for my opinion. I have attached a copy of the agreement with the proposed changes for context.

By way of background, Section 51 (26) of the Planning Act permits a municipality to enter into an agreement imposed as a condition of the approval of the plan of condominium. These agreements are known as subdivision or condominium agreements. Condominium agreements are meant to implement the conditions of draft approval. They are not meant to be a simple cut and paste of the conditions nor are they meant to be a new set of restrictions disconnected from other requirements in Section 51 of the Planning Act. They are meant to provide more detail to ensure that the conditions are properly implemented/administered. As such the theory behind the proposed changes are correct.

I have also attached a copy of the Tribunal's Decision and its Order which puts in place the conditions of approval. You have seen them before in my earlier reports. However, the decision gives context and the Order is the key regulatory document we must have regard for when considering the Condominium Agreement.

The most important contextual element from the Decision is paragraph 53 which reads:

"While the Tribunal understands that the Township may be of a different view regarding the provision of resort accommodation, it would be wholly inappropriate to attempt, at the condominium stage of a development application, to attach or impose new land use controls [for example with regard to the number of weeks to be made available for the mandatory rental pool] that should have been addressed in the MOP, or the GOP."

The last paragraph in section 11 of the approved conditions of approval approved by the Order reads:

"The Township of Muskoka Lakes shall not be permitted to impose requirements with respect to the mandatory rental program requirement and/or owner occupancy or any requirements that are more restrictive than set out here within."

Looking at the Tribunal's Decision and Order and these passages in particular, it is clear that there is no restriction on the ordinary expectation that a Condominium Agreement is meant to implement and administer the conditions of approval. With that in mind I agree that the proposed changes to the condominium agreement can be made respecting the Tribunal's constraints set out earlier in this letter. These changes represent details required to facilitate the implementation and or administration of the conditions. They are not new land use controls.

I would be happy to answer any questions you may have with respect to the foregoing.

Yours very truly,

A handwritten signature in black ink, appearing to read "S. D'Agostino". The signature is written in a cursive, slightly slanted style.

Stephen J. D'Agostino

SJD/aph