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DECLARATION

CONDOMINIUM ACT, 1998

TORONTO STANDARD CONDOMINIUM PLAN NO.	**2166**
NEW PROPERTY IDENTIFIERS BLOCK	**76166**

RECENTLY : **all of PIN** **06164-0493 (LT)**

DECLARANT : **METROGATE INC.**

Solicitor :	HARRY HERSKOWITZ		
	Delzotto, Zorzi LLP		
Address :	4810 Dufferin St. Suite d		
	Toronto Ontario, M3H-5S8		
Phone :	416-665-5555	**Fax :**	416-665-9653

No. of Units **1275**

FEES : **$70.00 + ($5.00 x 1275 of Units)** 6,445

DECLARATION

MADE PURSUANT TO THE CONDOMINIUM ACT

THIS declaration (hereinafter referred to as this or the "**declaration**") is made and executed pursuant to the provisions of *The Condominium Act 1998 S.O. 1998, c 19*, as amended from time to time, and the regulations made thereunder (all of which are hereinafter collectively referred to as the "**Act**"), by:

METROGATE INC.
a corporation incorporated under
the laws of the Province of Ontario
(hereinafter referred to as the "**Declarant**")

WHEREAS the Declarant is the owner in fee simple of certain lands and premises situate in the City of Toronto, and being more particularly described in Schedule "A" annexed hereto, and in the description submitted concurrently herewith by the Declarant for registration in accordance with the Act (hereinafter referred to as the "**description**"), and which lands are sometimes hereinafter referred to as the "**Real Property**" or the "**Solaris Phase II Lands**";

AND WHEREAS the Declarant has constructed a building upon the Real Property comprising **453 dwelling units** (together with a designated superintendent's suite on level 1 comprising part of the common elements), **1 daycare centre unit, 492 parking units, 322 locker units, 5 shared service room units, 1 recreation centre unit** and **1 communication control unit**;

AND WHEREAS the Declarant intends that the Real Property, together with the building constructed thereon, shall be governed by the Act, and that the registration of this declaration and the description will create a **freehold standard condominium corporation;**

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

PART I - INTRODUCTION

Section 1 - Definitions

In addition to those words, terms or phrases specifically defined elsewhere in this declaration, the words, terms or phrases used in this declaration shall have the meanings ascribed to them in the Act, unless this declaration specifies otherwise, or unless the context otherwise requires, and in particular, the words, terms or phrases set out below shall have the meanings respectively ascribed to them as follows:

a) the "**AAI Agreement**" shall mean the agreement that may be entered into by this Condominium with any owner desiring to make any addition, alteration or improvement to the common elements (or to an installation upon the common elements), pursuant to the provisions of Section 98 of the Act, and which agreement shall, amongst other things, specify who will have ownership of the proposed addition, alteration or improvement to the common elements under subsection 98(2) of the Act, allocate the cost of undertaking or implementing the proposed addition, alteration or improvement between this Condominium and the owner, establish and confirm the respective duties and responsibilities regarding the proposed addition, alteration or improvement (including without limitation, the responsibility for the cost of repair after damage, maintenance and insurance with respect to same), and shall address or set out any other matters that may be prescribed from time to time by the regulations to the Act;

b) the "**Adjacent Condominium**" or the "**Solaris Phase I Condominium**" shall mean the residential high-rise condominium comprising 435 dwelling units and 3 commercial/retail units, together with various parking, locker, service and other ancillary units, developed by the Declarant on those lands and premises municipally known as 125 Village Green Square and situate immediately adjacent to the west/southwest of this Condominium, and comprising that part of Block 1 on Registered Plan 66M-2460, and that part of Village Green Square (formerly part of Sufferance Road, closed by by-law no. 571-2008, and more particularly designated as Part 2 on Reference 66R-23565), more particularly designated as **Parts 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 26 and 28 on Reference Plan 66R-25270**, registered in the Land Titles Division of the Toronto Registry Office (No. 66), and currently being part of Property Identification No. 06164-0490 (LT) (hereinafter referred to as the "**Solaris Phase I Lands**");

c) the "**board**" shall mean the board of directors of this Condominium (as hereinafter defined) from time to time;

d) the "**common elements**" shall mean all the property (as hereinafter defined), except the units;

e) the "**common interest**" shall mean the interest in the common elements appurtenant to a unit;

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f) the **"communication control unit"** shall mean unit 1 on level 41 situate on the rooftop of this Condominium (as hereinafter defined), and intended to be used for the purposes of broadcasting, distributing, transmitting, re-transmitting and receiving radio, television, telephone, microwave data, radio data, paging and/or satellite transmissions and signals (or for any other electronic or communication purpose ancillary thereto), as more particularly set out in section 43 of this declaration;

g) the **"Corporation"**, or **"this Corporation"**, or the **"Condominium"**, or **"this Condominium"** or the **"Solaris Phase II Condominium"** shall mean the standard condominium corporation created by the registration of this declaration, and the description filed concurrently herewith, pursuant to the provisions of the Act;

h) the **"Daycare Centres"** shall mean the two separate daycare centres to be constructed, finished, furnished and equipped by the Declarant in accordance with the requirements of the City of Toronto, as part of the development of the overall Metrogate Site (as hereinafter defined), pursuant to the provisions of an outstanding Section 37 Density Bonus/Development Agreement entered into between the Declarant and the City of Toronto, and registered in the Land Titles Division of the Toronto Registry Office (No. 66) on September 30th, 2008 as **Instrument No. AT-1911924**, as amended by an amending agreement registered on May 19th, 2010 as **Instrument No. AT-2384462** (which agreement, as so amended, and as may be further amended hereafter from time to time, shall hereinafter be collectively referred to as the **"Section 37 Agreement"**), together with all parking spaces required for each of the Daycare Centres under or pursuant to the applicable zoning by-law, for the sole and exclusive use of the employees of each of the Daycare Centres (and with one parking space to be accessible to persons with disabilities, and complying with the City of Toronto's accessibility guidelines), and which Section 37 Agreement provides, amongst other things, for:

i) each of the Daycare Centres to be operated as a non-profit daycare centre, available to care for children from the general public, but with priority placement being given to the children of the residents of each of the Metrogate Condominiums (as hereinafter defined) and the children of the employees of the businesses and/or offices located on (or operated within) the Metrogate Site (as hereinafter defined);

ii) the first of the two Daycare Centres to be developed (hereinafter referred to as the **"South Daycare Centre"**) is required to be incorporated within that part of the overall Metrogate Condominium Community that includes the 500th dwelling unit, and accordingly **the South Daycare Centre is designated as unit 2 on level 1 in this Condominium**;

iii) the second of the two Daycare Centres to be developed (hereinafter referred to as the **"North Daycare Centre"**) shall be incorporated within the development of Block 7 on Registered Plan 66M-2460 [and specifically the development by Metrogate Inc. (or by any company related thereto or associated or affiliated therewith) of those lands and premises municipally located at 148 Village Green Square, comprising the westerly portion of Block 7 on Registered Plan 66M-2460, situate to the south of the Canadian Pacific railway line], and the obligation to construct the North Daycare Centre shall be triggered when an application for site plan approval is filed with the City which includes any residential dwelling unit on Block 7;

iv) each of the Daycare Centres shall be sufficiently commodious or spacious to accommodate a minimum of 52 children to a maximum of approximately 62 children (including infants, toddlers, pre-schoolers and school-aged children) together with the necessary staff, and shall be comprised of not less than 532 square meters of interior space and not less than 290 square meters of contiguous exterior space (ie. for an exclusive outdoor playground area), being the minimum size facility for 52 children;

v) each of the Daycare Centres shall ultimately be owned by the Metrogate Condominiums as tenants-in-common, in accordance with their respective Proportionate Daycare Centre Interests (as hereinafter defined) [and pursuant to the Daycare Centre Agreement (as hereinafter defined), the Declarant shall hold registered title thereto as a bare trustee and nominee for each of the Metrogate Condominiums so registered from time to time, until such time as the last of the Metrogate Condominiums is duly registered and the turnover meeting for such condominium has been convened, at which time the Declarant will convey title to the Daycare Centres, for nil consideration, to each of the Metrogate Condominiums as tenants in common, in accordance with their respective Proportionate Daycare Centre Interests]; and

vi) the Daycare Centre Costs (as hereinafter defined), arising from (or in connection with) the ownership, operation, maintenance and repair of each of the Daycare Centres, shall ultimately be borne and paid for by each of the registered Metrogate Condominiums, in accordance with their respective Proportionate Daycare Centre Shares (as hereinafter defined), all as more particularly outlined or provided in the Daycare Centre Budget(s) (as hereinafter defined) issued from time to time, provided however that each of the Metrogate Condominiums so registered shall nevertheless be jointly and severally liable to the Daycare Centre Operator (as hereinafter defined) for all obligations arising under the Section 37 Agreement in connection with the ownership, operation, maintenance and repair of each of the Daycare Centres, including without limitation, the payment of the Daycare Centre Costs (as hereinafter defined);

i) the **"Daycare Centre Agreement"** shall mean the co-ownership and cost-sharing agreement initially entered into by this Condominium and the Solaris Phase I Condominium (hereinafter collectively referred to as the **"Two Solaris Condominiums"**), along with the Declarant [with the Declarant entering into same for and on behalf of each of the other Metrogate Condominiums (as hereinafter defined) to be developed and registered on the balance of the Metrogate Site(as hereinafter defined)], and which agreement shall be entered into shortly after the registration of this Condominium, and which agreement shall provide, amongst other things, for the co-ownership, operation, insurance, maintenance and repair of the Daycare Centres, and the corresponding allocation, sharing and payment of the Daycare Centre Costs (as hereinafter defined), as well as the allocation, sharing and payment of the Public Park & Art Costs (as hereinafter defined) between or amongst each of the Metrogate Condominiums so registered from time to time, in accordance with their respective

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Proportionate Daycare Centre Shares (as hereinafter defined). For the purposes of this declaration, the term "**Daycare Centre Agreement**" shall be deemed to include any and all supplementary agreements or counterpart agreements that are entered into by each of the subsequently-created Metrogate Condominiums (shortly after their respective registration under the Act, at any time after the registration of this Condominium and the execution of the initial Daycare Centre Agreement), with or without the Declarant as a party or signatory thereto (and with or without any of the other previously registered Metrogate Condominiums as a party or signatory thereto, but nevertheless in favour of all of the previously registered Metrogate Condominiums), and which supplementary agreements or counterpart agreements shall evidence and confirm, amongst other things, the formal assumption by each Metrogate Condominium (as hereinafter defined) of its obligations and liabilities arising under the Daycare Centre Agreement in respect of the co-ownership, operation, insurance, maintenance and repair of each of the Daycare Centres, together with each Metrogate Condominium's formal agreement and commitment to pay and contribute its Proportionate Daycare Centre Share of the Daycare Centre Costs and the Public Park & Art Costs respectively, and an acknowledgement that any such supplementary or counterpart agreement may be enforced against such newly-registered Metrogate Condominium directly by each or all of the previously-registered Metrogate Condominiums [and by the City of Toronto and the Daycare Centre Operator (as hereinafter defined)], even though they may not be a party or signatory thereto;

j) the "**Daycare Centre Budget**" shall mean the budget, prepared not less than once annually following the registration of this Condominium and the corresponding execution of the Daycare Centre Agreement, outlining the projected Daycare Centre Costs (as hereinafter defined) and the Public Park & Art Costs (as hereinafter defined) to be incurred for the ensuing 12 month period immediately following the preparation and submission of said budget [and initially submitted to each of the Two Solaris Condominiums following the registration of this Condominium, and thereafter submitted on an annual basis to each of the Metrogate Condominiums then in existence], and which budget(s) shall be formulated in accordance with the terms and provisions of the Daycare Centre Agreement, having due regard to the provisions and requirements of the Section 37 Agreement (as hereinbefore defined) and the Subdivision Agreement (as hereinafter defined);

k) the "**Daycare Centre Committee**" shall mean the committee initially composed of six members, two of which shall be members of the board of directors of each of the Two Solaris Condominiums, and the remaining two members of which shall be representatives of the Declarant, on the express understanding that as and when each of the other Metrogate Condominiums (as hereinafter defined) are respectively developed and registered as a separate condominium under the Act at any time after this Condominium has been registered, then the composition of the committee shall be increased by two additional members per registered condominium corporation (and which members shall also correspondingly be members of the board of directors of their respective condominiums), provided however that once the last of the Metrogate Condominiums is registered and its turnover meeting has been convened, then the two nominees of the Declarant shall immediately thereafter permanently resign from said committee; and said committee shall be formed or established no later than 6 months following the registration of this Condominium, for the purposes of assisting in the preparation of the Daycare Centre Budgets from time to time, and in the administration, management, operation, maintenance and repair of each of the Daycare Centres, as well as the operation, maintenance and repair of the Public Park and the Public Art throughout the 10 Year Maintenance Period (as hereinafter defined), on behalf of all of the Metrogate Condominiums in existence from time to time, and correspondingly reporting to (and making recommendations to) each of the Metrogate Condominiums from time to time in connection with any joint by-laws or rules (respecting each of the Daycare Centres, the Public Park and/or the Public Art) enacted in accordance with the provisions of section 59 of the Act;

l) the "**Daycare Centre Costs**" shall mean all of the costs and expenses associated with the physical operation, illumination, ventilation, insurance, heating, cooling, maintenance and repair of each of the Daycare Centres, in accordance with the requirements, standards and specifications of the City of Toronto from time to time, all as more particularly outlined in the Section 37 Agreement, including without limitation, the cost of providing water, electricity and gas services to each of the Daycare Centres, as well as all costs incurred with respect to the following, namely:

i) the ongoing maintenance and repair of all heating, plumbing, ventilation and air-conditioning systems serving each of the Daycare Centres, as well as the building structures comprising, containing or incorporating each of the Daycare Centres (in whole or in part), together with the outdoor playground areas associated with each of the Daycare Centres, and all appurtenant services and systems (such as drains, pipes, cables, etc. located within, beside, beneath or above the boundaries of each of the Daycare Centres, or any portion thereof, and which exclusively service or benefit each of the Daycare Centres);

ii) all landscape maintenance and irrigation services with respect to all hard and soft landscaping features and areas situate within the confines of each of the daycare centre units;

iii) the pickup and removal (from a central depository) of all garbage and debris emanating from each of the Daycare Centres (including waste disposal services which will collect diapers and organic waste);

iv) obtaining and maintaining at all times fire, property damage and comprehensive general liability insurance coverage, against claims for property damage, personal injury and/or death, resulting from any act, omission or occurrence (in a form and with limits satisfactory to the City of Toronto), in an amount not less than $5 million dollars per occurrence [naming the City of Toronto and each of the Metrogate Condominiums (as hereinafter defined) in existence from time to time, as additional insured parties];

v) all realty taxes assessed against each of the Daycare Centres;

vi) all costs and expenses of (and charges by) the manager of those Metrogate Condominiums (as hereinafter defined) which contain or incorporate each of the Daycare Centres, provided such costs, expenses and/or charges relate or pertain to either or both of the Daycare Centres;

vii) establishing a reserve fund for the major repair and replacement of each of the Daycare Centres; and

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viii) the maintenance, repair and/or replacement of all meters or check meters for water, electricity, thermal energy and gas (where applicable) which service each of the Daycare Centres;

m) the "**Daycare Centre Unit**" shall mean unit 2 on level 1 (sometimes referred to in this declaration as the "**South Daycare Centre**"), which is comprised of two non-contiguous areas on level 1, namely Area B [which includes or incorporates 9 indoor parking spaces on level 1] and Area A [which incorporates the balance of the Daycare Centre Unit, including an outdoor playground area (along with all of the playground equipment and facilities heretofore or hereafter installed within the aforementioned outdoor playground area, or used in connection therewith), together with 2 outdoor storage areas and an outdoor walkway], and which unit is intended to be used solely for the purposes set out in section 44 of this declaration, and in full compliance with the provisions of the Section 37 Agreement and the Daycare Centre Lease (as such term is defined in section 35 hereof), and to be owned, operated, maintained and repaired in accordance with the provisions of the Daycare Centre Agreement;

n) the "**dwelling units**" shall mean units 1 to 7 inclusive on level 2, units 1 to 8 inclusive on levels 3 and 4, units 1 to 12 inclusive on levels 5 to 39 both inclusive, and units 1 to 10 inclusive on level 40, and intended to be used solely for the purposes set out in section 40 of this declaration;

o) the "**Governmental Authorities**" shall mean the City of Toronto, and all other governmental authorities or agencies having jurisdiction over the development of the Real Property;

p) the "**guest suites**" shall mean the two single bedroom suites located on level 1 and comprising part of the Phase II Recreation Centre Unit (as hereinafter defined), with each guest suite having a three piece washroom and a closet (but with no cooking facilities), as well as an ancillary laundry service facility, and intended to be used solely for the purposes set out in section 27 of this declaration;

q) the "**locker units**" shall mean unit 43 and units 152 to 290 inclusive on level B, units 171 to 235 inclusive on level A, units 62 to 131 inclusive on level 2, units 68 to 88 inclusive on level 3, and units 68 to 93 inclusive on level 4, and intended to be owned, used and/or occupied only in accordance with the provisions of section 42 of this declaration;

r) the "**Metrogate Condominiums**" shall mean and include all of the high-rise, mid-rise and/or low-rise condominium projects (including residential, mixed-use and/or commercial/office condominiums) now or hereafter developed by any of the Metrogate Group (as hereinafter defined) on those lands and premises bounded by Highway 401 to the south, the Canadian Pacific Railway line to the north, and the Metrolinx/Go Transit/Canadian National Railway line to the east, and situate east of Kennedy Road, and which lands and premises are more particularly designated as Blocks 1, 2, 3, 4, 5, 6, 7 and 8 on registered Plan 66M-2460, as well as Part 2 on Reference Plan 66R-23565 (all of which lands are hereinbefore and hereinafter collectively referred to as the "**Metrogate Site**"), each of which condominiums may or may not also contain ground floor commercial/retail units (and each of which is hereinafter individually referred to as a "**Metrogate Condominium**"), and all of the Metrogate Condominiums to be developed upon or within the Metrogate Site shall sometimes hereinafter be collectively referred to as the "**Metrogate Condominium Community**", on the express understanding that:

i) the Metrogate Condominium Community is presently intended to consist of eight (8) separate condominium corporations, namely:

A) the mixed-use condominium municipally located at 125 Village Green Square, comprising part of Block 1 on registered Plan 66M- 2460 and Part 2 on Reference Plan 66R-23565 (hereinafter collectively referred to as the "**Solaris Phase I Lands**"), containing 435 dwelling units and 3 commercial/retail units (hereinafter referred to as the "**Solaris Phase I Condominium**" or the "**Phase I Condominium**");

B) this Condominium, municipally located at 135 Village Green Square, comprising part of Block 1 on registered Plan 66M- 2460 (hereinafter referred to as the "**Solaris Phase II Lands**"), containing 453 dwelling units and 1 daycare centre unit, namely the **South Daycare Centre** (hereinafter referred to as the "**Solaris Phase II Condominium**" or the "**Phase II Condominium**);

C) a residential lowrise condominium project developed by the Declarant on those lands and premises municipally located at 118 Village Green Square, comprising all of Blocks 4 and 5 on registered Plan 66M-2460 (hereinafter referred to as the "**Metrogate Townhouse Lands**"), being a phased condominium developed under Part XI of the Act, and presently intended to ultimately contain a total of approximately 92 townhouse dwelling units, with approximately 76 townhouse dwelling units to be included in the initial condominium plan so registered, and with approximately 16 townhouse dwelling units to be included in the expansion phase, if and when same is ultimately developed (hereinafter referred to as the "**Phase III Condominium**");

D) a residential highrise condominium project to be developed by Ventus At Metrogate Inc. on those lands and premises municipally located at 151 Village Green Square, comprising the south half of Block 2 on registered Plan 66M-2460 (hereinafter referred to as the "**Ventus Phase I Lands**"), to contain approximately 288 dwelling units (hereinafter referred to as the "**Ventus Phase I Condominium**", or the "**Phase IV Condominium**");

E) a residential highrise condominium project to be developed by Ventus At Metrogate Inc. on those lands and premises municipally located at 181 Village Green Square, comprising the north half of Block 2 on registered Plan 66M-2460 (hereinafter referred to as the "**Ventus Phase II Lands**"), to contain approximately 314 dwelling units (hereinafter referred to as the "**Ventus Phase II Condominium**", or the "**Phase V Condominium**");

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F) a residential highrise condominium project to be developed by the Declarant (or by a company related thereto, or associated or affiliated therewith) on those lands and premises municipally located at 148 Village Green Square, comprising the westerly portion of Block 7 on registered Plan 66M-2460, situate to the south of the Canadian Pacific Railway line, and which building is presently intended to contain approximately 300 dwelling units, together with a daycare centre which may or may not be designated as a separate unit in such condominium project (namely the **North Daycare Centre**), and which proposed dwelling unit count may hereafter be increased or decreased by no more than twenty (20%) percent either way, depending on market conditions and the zoning/municipal approvals hereafter procured in connection therewith (hereinafter referred to as the "**Phase VI Condominium**");

G) a residential highrise condominium project to be developed by the Declarant (or by a company related thereto, or associated or affiliated therewith) on those lands and premises municipally located at 138 Village Green Square, comprising the easterly portion of Block 7 on registered Plan 66M-2460, situate to the south of the Canadian Pacific Railway line, and which condominium tower is presently intended to contain approximately 300 dwelling units, and possibly several ground floor commercial/retail units, and which proposed dwelling unit count may hereafter be increased or decreased by no more than twenty (20%) percent either way, depending on market conditions and the zoning/municipal approvals hereafter procured in connection therewith (hereinafter referred to as the "**Phase VII Condominium**"); and

H) a highrise commercial/office condominium project to be developed by the Declarant (or by a company related thereto, or associated or affiliated therewith) on those lands and premises municipally located at 128 Village Green Square, comprising Block 8 on registered Plan 66M-2460, situate to the south of the Canadian Pacific Railway line, west of the proposed future TTC bus terminal and east of the Phase VII Condominium, and which office condominium is presently intended to contain approximately 400,000 square feet of gross floor area (hereinafter referred to as the "**Phase VIII Condominium**"), provided however that the Declarant may sometime hereafter initiate and pursue an amendment to the official plan and applicable zoning by-law governing the Metrogate Site so as to change the Phase VIII Condominium from the aforementioned office building to a residential condominium that may ultimately comprise anywhere between 350 to 450 dwelling units in the aggregate, and if all relevant governmental authorities or agencies having jurisdiction over the development of the Metrogate Site hereafter approve of the Declarant's official plan and re-zoning amendment applications, then the Phase VIII Condominium's Proportionate Daycare Centre Share (as hereinafter defined) will not be predicated on a "deemed dwelling unit count", but rather shall be based on its final registered dwelling unit count, in which case the Proportionate Daycare Centre Shares attributable to the other Metrogate Condominiums shall accordingly be adjusted prospectively thereafter;

ii) each of the Metrogate Condominiums (and their respective unit owners, residents and tenants from time to time) will be sharing (together with the general public) the use and enjoyment of each of the Daycare Centres, and the Public Park and the Public Art (as such terms are respectively hereinafter defined) as and when each of the Metrogate Condominiums is respectively developed and occupied, provided however that such use and enjoyment shall not occur until after the date that this Condominium has been duly registered, and the daycare centre unit situate therein, namely the South Daycare Centre (which is the first of the two Daycare Centres to be developed) is fully operational;

iii) each of the Metrogate Condominiums so registered as a separate condominium corporation under the Act will be correspondingly obliged to share and contribute payment towards the Daycare Centre Costs, from and after the date of registration of this Condominium, and shall also be obliged to contribute towards the Public Park & Art Costs, from and after the date that the Public Park has been completed and is ready for use by the residents of the Metrogate Condominium Community and the general public, as and when each of such Metrogate Condominiums is duly registered under the Act, notwithstanding the fact that the general public will also be entitled to have their children enrolled with (and will benefit from the use of) the Daycare Centres (and will also be entitled to use the Public Park), but without any corresponding obligation or requirement for the general public to contribute towards the Daycare Centre Costs and/or the Public Park & Art Costs, and without any contribution towards the Daycare Centre Costs being derived or emanating from any of the Governmental Authorities whatsoever; and

iv) the Daycare Centre Costs and the Public Park & Art Costs shall be apportioned or allocated between or amongst each of the Metrogate Condominiums so registered, on a pro-rata basis, predicated on their respective registered dwelling unit and commercial/retail unit count (and deemed dwelling unit count, in the case of the presently-proposed future office condominium comprising the Phase VIII Condominium, as hereinbefore defined), in accordance with their respective Proportionate Daycare Centre Shares (as hereinafter defined);

s) the "**Metrogate Group**" shall mean the Declarant and Ventus At Metrogate Inc., as well as any and all other companies that are now or hereafter related, associated or affiliated with either of the Declarant or Ventus At Metrogate Inc., and that is also the registered owner of any lands comprising part of the Metrogate Site;

t) an "**owner**" shall mean the owner or owners of the freehold estate in a unit and its appurtenant common interests [and save as otherwise hereinafter expressly provided to the contrary, the term "owner" includes the Declarant with respect to any units in this Condominium which the Declarant has retained ownership, and that have not yet been transferred and conveyed by the Declarant to another person, corporation or other legal entity], but does not include a mortgagee unless in possession;

u) the "**parking units**" shall mean units 1 to 42 inclusive, and units 44 to 151 inclusive on level B, units 1 to 170 inclusive on level A, units 8 to 61 inclusive on level 2, units 9 to 67 inclusive on level 3, and units 9 to 67 inclusive on level 4, and intended to be owned, used and/or occupied only in accordance with the provisions of section 41 of this declaration;

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v) the "**Phase I Recreation Centre Unit**" shall mean the recreation centre designated as unit 1 on level 1 in the Solaris Phase I Condominium (portions of which are physically situate on, and accessible from, level 1, level 3 and level 5 thereof respectively) and comprising or containing:

i) a multi-purpose/party room with a diningroom area and preparation kitchen, two guest suites, a card room, a billiards room, a boardroom, washrooms, a theatre room (with a large screen or projector, and specially-designed theatre seating), and a central property management office [containing an administration area, a kitchenette and two offices, and to be used as the office of the property manager retained to assist in the management and administration of the Two-Way Shared Facilities (as hereinafter defined) and each of the Two Solaris Condominiums (as hereinafter defined)], all of which amenities and facilities are situate on level 1 of the Solaris Phase I Condominium;

ii) an outdoor landscaped podium situate on level 3 of the Solaris Phase I Condominium; and

iii) an indoor swimming pool and whirlpool, together with an exercise room with weights, a men's steam room and change room, a women's steam room and change room, washroom facilities, and an outdoor landscaped terrace, all of which amenities and facilities are situate on level 5 of the Solaris Phase I Condominium;

together with all of the equipment, facilities and furnishings respectively contained within the aforementioned recreation centre areas from time to time, and which are (or may at any time hereafter be) used in connection with the operation, enjoyment and/or maintenance thereof, and which recreational facilities and amenities are intended to be used and enjoyed by the Declarant and the respective owners, residents, tenants and invitees of the dwelling units in each of the Two Solaris Condominiums (as hereinafter defined) exclusively, in accordance with the provisions of section 27 of this declaration;

w) the "**Phase II Recreation Centre Unit**" shall mean the indoor recreation centre designated as unit 1 on level 1 in this Condominium, and comprising two non-contiguous areas, namely Area B [which includes or incorporates the laundry room on level 1] and Area A [which incorporates the balance of the Phase II Recreation Centre Unit, including two guest suites situate on level 1, and an outdoor landscaped area with a three-hole putting green on level 5], along with all of the equipment, facilities and furnishings to be respectively located within the Phase II Recreation Centre Unit from time to time and which are (or may at any time hereafter be) used in connection with the operation, enjoyment and/or maintenance thereof, and which recreational facilities and amenities are intended to be used and enjoyed by the Declarant and the respective owners, residents, tenants and invitees of the dwelling units in each of the Two Solaris Condominiums (as hereinafter defined) exclusively, in accordance with the provisions of section 27 and section 45 of this declaration;

x) the "**property**" shall mean the Real Property (including all buildings situate thereon) and the interests appurtenant thereto described in the description (and more particularly set out in Schedule "A" annexed hereto), and shall include any lands and interests appurtenant thereto that are added to the common elements after the registration of this declaration;

y) the "**Proportionate Daycare Centre Interests**" or the "**Proportionate Daycare Centre Shares**" of each of the Metrogate Condominiums, with respect to both the ownership of the Daycare Centres, and with respect to the allocation or apportionment of the Daycare Centre Costs and the Public Park & Art Costs (as hereinafter defined) between and amongst them, shall mean that percentage or proportion attributable to each of the Metrogate Condominiums, derived by dividing each condominium's respective number of registered dwelling units and commercial/retail units, or "deemed dwelling units" in the case of the Phase VIII Condominium (if and when the Phase VIII Condominium is duly registered as a highrise commercial/office condominium as hereinbefore described), by the total number of registered dwelling units and commercial/retail units (and "deemed dwelling units", if and when the Phase VIII Condominium is duly registered as a highrise commercial/office condominium as hereinbefore described) in all of the Metrogate Condominiums so registered at any point in time, <u>collectively</u> [and with the respective interest or share of each of the Metrogate Condominiums, as so determined, being sometimes hereinafter individually referred to as its "**Proportionate Daycare Centre Interest**" or its "**Proportionate Daycare Centre Share**", and with the interests or shares of all of the Metrogate Condominiums being hereinafter collectively referred to as their "**Proportionate Daycare Centre Interests**" or their "**Proportionate Daycare Centre Shares**"], on the express understanding that since the proposed average gross floor area of a dwelling unit within each of the Metrogate Condominiums is presently anticipated to be approximately 785 square feet (which figure is subject to change from time to time hereafter), and since the proposed gross floor area of the Phase VIII Condominium is presently anticipated to be approximately 400,000 square feet, the Phase VIII Condominium shall be deemed (upon its development and registration as a highrise commercial/office condominium as hereinbefore described) to contain or comprise **510 "deemed dwelling units"**, for the purposes of determining or calculating the Proportionate Daycare Centre Interest or the Proportionate Daycare Centre Share attributable to the Phase VIII Condominium and to each of the other Metrogate Condominiums so registered; and provided further that if the aforementioned size or square footage of the proposed Phase VIII Condominium should hereafter change, or if the average gross floor area of a dwelling unit within each of the Metrogate Condominiums should hereafter change, or if the office building site comprising the Phase VIII Condominium is hereafter re-zoned or varied to permit the development of a residential condominium tower (instead of an office building) that will contain anywhere between 350 to 450 dwelling units, then in any of the foregoing cases or circumstances the Proportionate Daycare Centre Interest or the Proportionate Daycare Centre Share attributable to the Phase VIII Condominium and to each of the other previously-registered Metrogate Condominiums shall be revised accordingly.

z) the "**Proportionate Two-Way Interest**" or the "**Proportionate Two-Way Share**" of each of the Two Solaris Condominiums (as hereinafter defined), with respect to both the ownership of the Two-Way Shared Units (as hereinafter defined), and with respect to the allocation or apportionment of the Two-Way Shared Facilities Costs (as hereinafter defined) between them, shall mean that percentage or proportion attributable to each of the Two Solaris Condominiums, derived by dividing each condominium's respective number of registered dwelling units, by the total number of registered dwelling units in both of the Two Solaris Condominiums <u>collectively</u> (and with the respective interest or share of each of the Two Solaris Condominiums, as so determined, being sometimes hereinafter individually referred to as its "**Proportionate Two-Way Interest**" or its "**Proportionate Two-Way Share**", and with the respective interests or shares

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of the Two Solaris Condominiums being hereinafter collectively referred to as their respective "**Proportionate Two-Way Interests**" or their respective "**Proportionate Two-Way Shares**");

aa) the "**Public Art**" shall mean the sculptured art work (including without limitation, any sculptured landscaping features, statues, patterned paving stones, etc.) that has been (or will hereafter be) installed by or on behalf of the Declarant (or by or on behalf of anyone else within the Metrogate Group) within the Public Park (as hereinafter defined), or along the public boulevards within the Metrogate Site and/or within the private landscaped open spaces associated with any of Blocks 1, 2, 4, 5, 7 and/or 8 on registered Plan 66M-2460 comprising part of the Metrogate Site, and which art has been designed and created by (or in collaboration with) an artist selected by the City of Toronto's Chief Planner and approved by the Council of the City of Toronto, pursuant to the provisions of the Section 37 Agreement, and intended to be freely enjoyed and accessible by the general public, in addition to the owners, residents and occupants of each of the Metrogate Condominiums;

bb) the "**Public Park**" shall mean the outdoor park (and all related or ancillary hard and/or soft landscaping features or elements) that has been (or will hereafter be) installed by or on behalf of the Declarant (or by or on behalf of anyone else within the Metrogate Group) within Block 3 on registered Plan 66M-2460 and Part 1 on Reference Plan 66R-23565, including any park benches and/or ancillary playground equipment, as well as all outdoor lighting fixtures (if any) which may now or hereafter be placed, erected or installed thereon or therein, and created pursuant to the provisions of the outstanding subdivision agreement entered into between the Declarant and the City of Toronto in connection with the development of the Metrogate Site and registered in the Land Titles Division of the Toronto Registry Office (No. 66) on October 6th, 2008 as **Instrument No. AT-1917108** (hereinafter referred to as the "**Subdivision Agreement**"),and correspondingly intended to be freely used, enjoyed and accessible by the general public, in addition to the owners, residents and occupants of each of the Metrogate Condominiums, and which Public Park shall ultimately be owned and maintained by the City of Toronto sometime after the expiration of 10 years following the date that the landscape architect so retained by the Declarant in connection with the development and construction of the Public Park has issued a formal certificate of completion in connection therewith to the City of Toronto, all in accordance with (or pursuant to) the provisions of the Subdivision Agreement (hereinafter referred to as the "**Public Park Completion Date**");

cc) the "**Public Park & Art Costs**" shall mean all costs and expenses incurred by or on behalf of the Declarant and/or the Metrogate Condominiums so registered from time to time, in connection with the maintenance and repair of the Public Park and the Public Art respectively, in accordance with the requirements of the City of Toronto and its approved park design, and at or to a level that is consistent with the best practices of the Landscape Ontario Trades Association, for and during a period of 10 years commencing from and after the Public Park Completion Date (hereinafter referred to as the "**10 Year Maintenance Period**"), and without limiting the generality of the foregoing, the Public Park & Art Costs shall include all costs and expenses incurred in connection with grass cutting, trimming, fertilizing, weed control, watering and lighting/illumination of the Public Park, as well as the maintenance, repair and illumination of the Public Art, including the periodic removal of garbage and debris from the Public Park and the procurement of public liability insurance (with a coverage of not less than $2 million dollars per occurrence) with respect to damage and/or injuries occasioned to persons and/or property within the confines of the Public Park; and which Public Park & Art Costs shall be shared and paid for by each of the Metrogate Condominiums in existence from time to time, in accordance with their respective Proportionate Daycare Centre Shares;

dd) the "**rules**" shall mean the rules passed by the board of directors of this Condominium (hereinafter called the "**board**"), and becoming effective in accordance with the provisions of section 58 of the Act;

ee) the "**Shared Service Room Units**" shall mean the shared generator room unit designated as unit 236 on level A, the shared transformer room unit designated as unit 237 on level A, the shared hydro switch room unit designated as unit 238 on level A, the shared storm water tank and irrigation holding chamber room unit designated as unit 239 on level A, and the shared water meter room unit designated as unit 240 on level A, in this Condominium, as well as the shared service rooms to be designated as units in the Solaris Phase I Condominium (namely the shared electrical room unit designated as unit 34 on level 1, and the shared sprinkler room unit designated as unit 120 on level A, within the Solaris Phase I Condominium), and which Shared Service Room Units contain (or will contain) various mechanical, electrical, utility, plumbing, security and/or servicing equipment, fixtures, installations and/or facilities (and any appurtenances thereto) now or hereafter utilized in connection with the operation and/or maintenance of any portion of the Two-Way Shared Facilities (as hereinafter defined) and/or any portion of the Two-Way Shared Servicing Systems (as hereinafter defined), all as more particularly set out in section 27(e) and section 46 of this declaration;

ff) the "**Solaris Crash Wall**" shall mean the crash wall separating each of the Two Solaris Condominiums (as hereinafter defined) from the adjacent Metrolinx (formerly Go Transit) lands and the train station and railway line to the east thereof, which crash wall is more particularly designated as **Parts 7 and 13 on Reference Plan 66R-25270**, registered in the Land Titles Division of the Toronto Registry Office (No. 66), and which Solaris Crash Wall must be maintained in good condition and repair, in perpetuity, pursuant to the provisions of an outstanding agreement entered into by the Declarant with the Greater Toronto Transit Authority registered on September 30th, 2008 as **Instrument No. AT-1910282** (hereinafter referred to as the "**Solaris Crash Wall Agreement**");

gg) the "**superintendent's suite**" shall mean the residential suite on level 1 and comprising part of the common elements of this Condominium, and shall be used exclusively as the residence for the building superintendent employed from time to time by or on behalf of this Condominium, in accordance with the provisions of section 19 of this declaration;

hh) the "**Terrace Landscaping**" shall mean the trees, shrubs, plantings, hard landscaped finishes and features, fences, screens, stonework, planter boxes and/or any other similar items or materials installed or planted by the Declarant (in its sole, unfettered and unchallenged discretion) within the exclusive use outdoor terrace areas appurtenant to (or allocated to) certain dwelling units in this Condominium, pursuant to the provisions of Schedule "F" to this declaration, and which shall be maintained and repaired by the respective owners of said dwelling units in accordance with the provisions of section 52(c)(v) of this declaration (but nevertheless subject to the overriding provisions of section 52(c)(vi) of this declaration);

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ii) the "**Transfer Date**" shall mean the earlier of the following three dates, namely:

i) not more than sixty (60) days following the date that all the dwelling units in each of the Two Solaris Condominiums (as hereinafter defined) have been sold, conveyed and transferred by the Declarant to each of the respective unit purchasers thereof, or such lesser number of dwelling units as the Declarant may determine or designate in its sole, unfettered and unchallenged discretion;

ii) ten (10) years following the date of registration of the Solaris Phase I Condominium; or

iii) such earlier date as the Declarant may determine or designate in its sole, unfettered and unchallenged discretion;

jj) the "**Two Recreation Centres**" shall mean the Phase I Recreation Centre Unit and the Phase II Recreation Centre Unit collectively, together with all of the amenities, facilities, services, equipment and furnishings respectively situate therein or operated therefrom (or within any portion thereof), from time to time;

kk) the "**Two Solaris Condominiums**" shall mean the Solaris Phase I Condominium and this Condominium, collectively;

ll) the "**Two-Way Shared Facilities**" shall mean the common interior roadway extending from Village Green Square which provides access to, and egress from, each of the Two Solaris Condominiums (including any shared municipal watermain service connections and/or sewer service connections situate within the public road allowance, and the private manholes at or near the property line of the Solaris Phase I Lands and/or the Solaris Phase II Lands), together with all garage ramps leading into and/or out of the shared underground parking garage, including all of the visitor parking spaces situate within the confines of either of the Two Solaris Condominiums, as well as all outdoor pedestrian walkways and landscaped areas comprising part of the respective non-exclusive use common elements of each of the Two Solaris Condominiums (including all outdoor landscaping treatments and features, as well as all retaining walls and exterior perimeter fences erected along the boundaries of each of the Two Solaris Condominiums or any portion thereof), and expressly including the Two-Way Shared Units (as hereinafter defined), the Two-Way Shared Servicing Systems (as hereinafter defined) and the Two-Way Shared Underground Garage (as hereinafter defined), along with the Solaris Crashwall, and a shared security concierge station (and security personnel), all of which are intended to be used, enjoyed and shared by and amongst the Declarant, the Two Solaris Condominiums, and the respective unit owners, residents and tenants of each of the Two Solaris Condominiums from time to time, and all of their respective invitees [save and except for the Two Recreation Centres (and all of the amenities, facilities and services situate therein or operated therefrom) to which any and all of the commercial/retail unit owners in the Solaris Phase I Condominium (and their respective tenants, employees and customers from time to time) and the owner of the Daycare Centre Unit in this Condominium (and its tenants and employees, together with all children being cared for and their respective parents) shall be permanently precluded and prohibited from accessing, using and/or enjoying, in whole or in part];

mm) the "**Two-Way Shared Facilities Agreement**" shall mean the easement and cost-sharing agreement between the Solaris Phase I Condominium and the Declarant (with the latter entering into same for and on behalf of this Condominium), entered into shortly after the registration of the Solaris Phase I Condominium, and which agreement shall provide, amongst other things, for the illumination, operation, staffing, maintenance and repair of the Two-Way Shared Facilities, and the corresponding allocation, sharing and payment of the Two-Way Shared Facilities Costs (as hereinafter defined) between the Two Solaris Condominiums, in accordance with their respective Proportionate Two-Way Shares. For the purposes of this declaration, the term "**Two-Way Shared Facilities Agreement**" shall be deemed to include any supplementary agreement, counterpart agreement and/or assumption agreement that is subsequently entered into by this Condominium (shortly after its registration under the Act), and with or without the Declarant and/or the Solaris Phase I Condominium as a party or signatory thereto, and which agreement shall evidence and confirm, amongst other things, the formal assumption by this Condominium of the Declarant's obligations under the Two-Way Shared Facilities Agreement, insofar as same effects or relates to this Condominium and/or the Solaris Phase II Lands or any portion thereof (including without limitation, the obligation to pay this Condominium's Proportionate Two-Way Share of the Two-Way Shared Facilities Costs), and the corresponding release of the Declarant from any further obligations or liabilities thereunder, and which agreement shall be enforceable by the Solaris Phase I Condominium directly against this Condominium, even though the Solaris Phase I Condominium may not be a party or signatory thereto;

nn) the "**Two-Way Shared Facilities Budget**"shall mean the budget, prepared not less than once annually following the registration of the Solaris Phase I Condominium and the corresponding execution of the Two-Way Shared Facilities Agreement, outlining the projected Two-Way Shared Facilities Costs (as hereinafter defined) to be incurred for the ensuing 12 month period immediately following the preparation and submission of same [and initially submitted to the Solaris Phase I Condominium, and to the Declarant on behalf of this Condominium, and thereafter submitted on an annual basis to each of the Two Solaris Condominiums], and which budget(s) shall be formulated in accordance with the terms and provisions of the Two-Way Shared Facilities Agreement;

oo) the "**Two-Way Shared Facilities Committee**" shall mean the committee composed of four members, two of which shall be members of the board of directors of each of the Two Solaris Condominiums, and which committee shall be formed or established from and after the Transfer Date, for the purposes of assisting in the preparation of the Two-Way Shared Facilities Budget(s) from time to time, and administering, governing, managing, controlling and/or operating the Two-Way Shared Facilities on behalf of each of the Two Solaris Condominiums, and correspondingly reporting to (and making recommendations to) each of the Two Solaris Condominiums from time to time in connection with any joint by-laws or rules respecting the Two-Way Shared Facilities, enacted in accordance with the provisions of section 59 of the Act;

pp) the "**Two-Way Shared Facilities Costs**"shall mean the aggregate of all costs and expenses incurred in connection with the operation, administration, staffing, insuring, maintenance and repair of the Two-Way Shared Facilities (or any portion thereof), all as set out in the Two-Way Shared Facilities Budget(s) from time-to-time, and which costs shall be shared [initially between the Solaris Phase I Condominium and the Declarant, and ultimately between the Two Solaris

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Condominiums from and after the registration of this Condominium] pursuant to the provisions of this declaration and the Two-Way Shared Facilities Agreement, including without limitation, the costs and expenses incurred in connection with the following, namely:

i) the illumination, maintenance and repair of the common interior roadway extending from Village Green Square, and providing access to, and egress from, each of the Two Solaris Condominiums, including any shared municipal watermain service connections and/or sewer service connections situate within the public road allowance and the private manholes at or near the property line of the Solaris Phase I Lands and/or the Solaris Phase II Lands, together with all adjoining walkways and outdoor landscaped areas comprising part of the non-exclusive use common elements of each of the Two Solaris Condominiums, including all appurtenant roadway lighting, cleaning, landscape irrigation and/or roadway maintenance services and systems (such as drains, pipes, cables, etc. located within or beneath the boundaries of the said common interior roadway, and which exclusively service or benefit same), as well as the cost of snow removal, roadway cleaning and landscape maintenance with respect to the said common interior roadway [as well as the periodic cleaning and removal of all garbage and debris from the Two-Way Shared Underground Garage (as hereinafter defined), and all drivelanes and walkways situate therein], together with the cost of procuring all requisite fire, property damage and public liability insurance coverage for each of the Two Solaris Condominiums, with respect to damage and/or injury occasioned to persons and/or property upon or within the said common interior roadway and/or the aforementioned adjoining walkways or outdoor landscaped areas (providing a minimum coverage of $5 million dollars per occurrence), together with all fees paid or payable to any insurance trustee which may be appointed or retained to administer said insurance proceeds;

ii) the operation, illumination, maintenance and repair of the Two Recreation Centres, and all electronic, computer, electrical, plumbing, lighting, heating, cooling, utility and/or mechanical equipment, fixtures and systems (and all appurtenances thereto) comprising part of (or servicing exclusively) the Two Recreation Centres or any portion thereof, including the cost of providing and maintaining utility services, equipment, staff and/or recreational programs for same, together with the cost of operating, maintaining and repairing the guest suites situate within each of the Phase I Recreation Centre Unit and the Phase II Recreation Centre Unit respectively, along with the cost of retaining security personnel to monitor and administer the shared security concierge station, together with the cost of procuring all requisite fire, property damage and public liability insurance coverage for each of the Two Solaris Condominiums with respect to damage and/or injury occasioned to persons and/or property upon or within the Two Recreation Centres or any portion thereof (providing a minimum coverage of $5 million dollars per occurrence), including all common expenses, realty taxes, utility charges and telephone and cable television charges relating to the use or operation of the Two Recreation Centres (or any portion thereof), or otherwise assessed against same or attributable thereto (in whole or in part);

iii) the operation, illumination, maintenance and/or repair of the Two-Way Shared Underground Garage (as hereinafter defined), the Two-Way Shared Units (as hereinafter defined) and the Two-Way Shared Servicing Systems (as hereinafter defined) respectively, including without limitation, the cost of maintaining and repairing all lighting and ventilation systems, garage drivelanes and walkways, and all mechanical systems and/or underground garage services (such as drains, pipes, cables, etc.) located within (or comprising part of) the Two-Way Shared Underground Garage and exclusively serving same, together with the cost of maintaining and repairing all electronic, computer, electrical, utility and/or mechanical equipment, fixtures and/or systems (and all appurtenances thereto) comprising part of the Two-Way Shared Servicing Systems or ancillary thereto;

iv) all common expenses assessed against (or otherwise attributable to) each of the Two-Way Shared Units, together with all realty taxes assessed against (or attributable to) any of the Two-Way Shared Units (including all realty taxes payable by the Declarant for any period of time prior to the transfer and conveyance of any of the Two-Way Shared Units to each of the Two Solaris Condominiums), as well as the cost of all utilities (ie. hot water, electricity and thermal energy, as applicable) consumed by each of the Two-Way Shared Units, and all insurance premiums payable with respect to same; and

v) all costs and expenses incurred from time to time in connection with keeping and maintaining the Solaris Crash Wall in good condition and in a good state of repair, in perpetuity, including the cost of procuring and maintaining adequate replacement cost insurance for the Solaris Crash Wall in the event same is damaged and needs to be repaired or replaced, as well as the cost of continuing and maintaining all noise and vibration mitigation measures implemented by the Declarant in connection with the Solaris Crash Wall, all to the satisfaction of Metrolinx/Go Transit, in accordance with the provisions of the Solaris Crash Wall Agreement, as may be amended hereafter from time to time;

qq) the "**Two-Way Shared Servicing Systems**" shall mean all servicing pipes, wires, cables, conduits and/or systems serving (or providing any service to) the Two Solaris Condominiums together, and/or to the Two-Way Shared Units (as hereinafter defined) or to any portion thereof, and/or to any portion of the Two-Way Shared Facilities, <u>including</u> without limitation, all pertinent portions of the hydro electric, water, storm and sanitary sewer systems, gas systems, emergency systems, electrical systems, ventilation systems, mechanical systems, plumbing systems, heating and cooling systems, computer controlled access systems, security/fire alarm systems, telephone and cable television systems, and fire protection systems (as well as pertinent portions of various ancillary computer software and/or mechanical, electronic and/or electrical fixtures and equipment appurtenant thereto), which provide power, drainage, emergency service, electrical, mechanical, ventilation, plumbing, heating/cooling, telephone and/or cable television service to the Two Solaris Condominiums together, and/or to the Two-Way Shared Units or to any portion thereof, <u>but expressly excluding</u> all pipes, wires, cables, conduits and/or systems serving or benefitting only one of the Two Solaris Condominiums (save and except for any portion of the Two-Way Shared Units) exclusively, and the term "**Two-Way Shared Servicing System**" shall mean that particular servicing system or portion of the Two-Way Shared Servicing Systems as dictated by the context in which said term is used;

rr) the "**Two-Way Shared Underground Garage**" shall mean the entire parking garage structure comprising (or intended to comprise) part of the common elements of each of the Two Solaris Condominiums, and intended to be shared by the Two Solaris Condominiums exclusively, including without limitation, all driveway entrance and exit ramps, all garage roof slabs, all expansion joints situate within the confines of the underground garage, and all drivelanes and walkways located within said garage structure, but expressly excluding all parking units, locker units, service units and any other units situate within the said garage, and any structural components, features or members that are situate directly beneath or within the building tower envelope of either of the Two Solaris Condominiums and that primarily support either of the two condominium tower structures (for example, that portion of the horizontal concrete slab situate directly beneath or within the tower structure of either of the Two Solaris Condominiums and that also connects or extends to other portions of the shared parking garage situate beyond the building tower envelope, shall be excluded from the Two-Way Shared Facilities, because it is integral to the condominium tower and its structural support, regardless of the fact that it may also support part of the adjoining shared garage), and also excluding any stairwells and/or service rooms (whether ultimately unitized or not) which are intended to service or benefit either one of the Two Solaris Condominiums exclusively;

ss) the "**Two-Way Shared Units**" shall mean the Phase I Recreation Centre Unit, the Phase II Recreation Centre Unit and the Shared Service Room Units, collectively;

tt) a "**unit**" shall mean a part of the lands included in the description and designated as a unit by the description, and shall comprise the space enclosed by its boundaries and all the material parts of the said lands within such space, in accordance with this declaration and the description, and shall expressly include or exclude (as the case may be) those. pipes, wires, cables, conduits, ducts, equipment and/or mechanical or similar apparatus as are more particularly described in section 5 of this declaration. For greater certainty, the definition of a "**unit**", insofar as it relates to the duty to maintain (pursuant to section 90 of the Act) and the duty to repair (pursuant to section 89 of the Act) as provided or stipulated in this declaration, shall extend to all building components, finishes, fixtures and features installed within any unit by the Declarant in accordance with the architectural and/or structural plans pertaining to this Condominium, notwithstanding that such installations (or any portion thereof) may have occurred after the registration of this declaration, provided that same are described in the schedule delivered by the Declarant to the Corporation pursuant to section 43(5)(h) of the Act, or alternatively included within the description of the standard unit (for the class of unit to which each unit belongs) as described in a by-law hereafter enacted by the Corporation under section 56(1)(h) of the Act; and

uu) the "**visitor parking**" shall mean the indoor visitor parking spaces located on level 1, and comprising part of the common elements of this Condominium, and which are designated by the letter "V" on the condominium description plan filed concurrently herewith, and intended to be used solely for the purposes set out in section 20 of this declaration.

Section 2 - Statement Confirming the Act Governs the Lands

The lands described in **Schedule "A"** annexed hereto, and in the description filed concurrently herewith, together with all interests appurtenant thereto, shall be governed by the Act.

Section 3 - Statement Confirming the Type of Condominium Created

The registration of this declaration, and the description filed concurrently herewith, will create a freehold condominium corporation that constitutes a standard condominium corporation.

Section 4 - Consent of Outstanding Mortgagees

The consent of every person having a registered mortgage or charge against the Real Property (or any interests appurtenant thereto) is contained in **Schedule "B"** annexed hereto.

Section 5 - Inclusions/Exclusions from Units

It is expressly stipulated and declared that the following items, matters or things are respectively included within or excluded from (as the case may be) each of the units described below, namely:

a) **each dwelling unit shall include** all pipes, wires, cables, conduits, ducts, and mechanical or similar apparatus that supply any service(s) to that particular unit only, and that lie within or beyond the unit boundaries thereof as more particularly set out in Schedule "C" annexed hereto, and **shall specifically include**:

i) the complete individual fan coil unit or system (and all equipment and fixtures appurtenant thereto, including the fan, coils, valves and controls, together with the supply and return branch pipes extending from the common vertical pipe risers, which carry or conduct either hot water or chilled water to any such unit) which provides both heating and cooling services to the unit exclusively (regardless of whether same is/are installed or located within or beyond the boundaries of said unit);

ii) all electrical receptacles, one-way intercom and alarm controls [save and except for the cable(s) servicing such controls and save and except for any in-suite heat detector and/or fire alarm that is connected to (or which ultimately links to) this Condominium's main fire annunciation or alarm panel, which shall accordingly comprise part of the common elements], ventilation fan units, light fixtures lying within suspended ceilings and similar apparatus that supply any service to any such unit only (regardless of whether same are installed or located within or beyond the boundaries of said unit); and

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iii) any water and/or other branch piping extending to the common pipe risers, but expressly excluding any common pipe risers;

b) **each dwelling unit** **shall exclude**:

i) all concrete, concrete block or masonry portions of load bearing walls or columns located within the boundaries of said unit;

ii) all pipes, wires, cables, conduits, ducts, flues, and mechanical or similar apparatus that supply any service to more than one unit, or to the common elements, or that may lie within the boundaries of any such unit but which do not service that particular unit;

iii) all the branch pipes, riser pipes and sprinkler heads that comprise part of the emergency fire protection system of the Condominium;

iv) any rigid insulation or other similar material used for insulation on the underside of the concrete ceiling slab; and

v) all exterior door and exterior window hardware (such as door and/or window handles, locks, hinges and peep holes);

c) **the Daycare Centre Unit** **shall include** all pipes, wires, cables, conduits, ducts, and mechanical or similar apparatus that supply any service to that particular unit only, and that lie within or beyond the unit boundaries thereof as more particularly set out in Schedule "C" annexed hereto, and **shall specifically include**:

i) the complete individual HVAC unit or system (and all equipment and fixtures appurtenant thereto) which provides both heating and cooling services to the Daycare Centre Unit exclusively, regardless of whether same is/are installed or located within or beyond the boundaries of said Daycare Centre Unit;

ii) all electrical receptacles, intercom and alarm controls (excluding only the cable servicing such controls), ventilation fan units, light fixtures lying within suspended ceilings and similar apparatus that supply any service to that particular unit only (regardless of whether same are installed or located within or beyond the boundaries of said Daycare Centre Unit);

iii) any branch piping extending to the common pipe risers, but excluding only the common pipe risers;

iv) all exterior doors and exterior windows of the daycare centre unit, and all appurtenant door and window hardware (such as door and/or window handles, locks, hinges, etc.); and

v) the exterior daycare playground facilities and equipment, including all fencing around the perimeter of the daycare playground and all gates and locking mechanisms in connection therewith.

d) **the Daycare Centre Unit** **shall exclude** all fans, pipes, wires, cables, conduits, ducts, flues or similar apparatus or equipment (whether used for water drainage, power or otherwise) that supply any service to any other unit and/or to the common elements, or that may lie within the boundaries of the Daycare Centre Unit but which do not service the Daycare Centre Unit exclusively, and shall also exclude all the branch pipes, riser pipes and sprinkler heads that comprise part of the emergency fire protection system of the Condominium, and any concrete columns, concrete walls or load bearing walls which may be located within (or comprise part of) the boundaries of the Daycare Centre Unit;

e) **each parking unit** **shall exclude** all fans, pipes, wires, cables, conduits, ducts, flues or similar apparatus (whether used for water drainage, power or otherwise) that supply any service to any unit and/or to the common elements, together with any heating or air-conditioning equipment, ducts, flues, shafts, etc. and/or controls of same (whether located within or beyond any walls or floors which may comprise part of the boundaries of any parking unit), and shall also exclude any concrete columns, concrete walls or load bearing walls which may be located within (or comprise part of) the boundaries of any parking unit, together with any fire hose cabinets and steel guard rails abutting (or affixed to, or hanging from) any such columns or walls;

f) **each locker unit** **shall exclude** all fans, pipes, wires, cables, conduits, ducts, flues or similar apparatus (whether used for water drainage, power or otherwise) that supply any service to any unit and/or to the common elements, together with any heating or air-conditioning equipment, ducts, flues, shafts, etc. and/or controls of same (whether located within or beyond any walls or floors which may comprise part of the boundaries of any locker unit), and shall also exclude any concrete columns, concrete walls or load bearing walls which may be located within (or comprise part of) the boundaries of any locker unit, together with any fire hose cabinets abutting (or affixed to, or hanging from) any such columns or walls;

g) **the communication control unit** **shall include** all wires, cables and cable conduits emanating from the communication control unit, and extending beyond the boundaries of such communication control unit to each of the electrical rooms and/or electrical closets situate throughout the Condominium and ultimately leading to each of the dwelling units on each level of

the Condominium (including the branch conduits extending to the conduit risers, and including the riser conduits and all junction or pull boxes), together with all wires, cables, cable television termination closets, cable receptacles, ports, jacks, electrical grounding apparatus and all other mechanical or similar apparatus and equipment leading or emanating from (or otherwise connected to) the communication control unit which may now or hereafter be used in connection with the supply of cable television, telephone, data, internet, radio, wireless and/or any other telecommunication services heretofore or hereafter provided to any dwelling unit(s), and/or to any part of the common elements, regardless of whether any or all of such wires, cables, closets, receptacles, ports, jacks, apparatus and/or equipment are situate within or beyond the boundaries of the communication control unit itself, and shall also include all pipes, wires, cables, conduits, ducts and mechanical or similar apparatus that supply any service and/or utility (or which facilitates the supply of any service and/or utility) exclusively to the communication control unit [including without limitation, the electrical grounding of the CCU Equipment (as such term is hereinafter defined)], regardless of whether such pipes, wires, cables, conduits, ducts and apparatus are situate within or beyond the boundaries of the communication control unit outlined in Schedule "C" annexed hereto; and

h) **the communication control unit** **shall exclude** all catwalks or walkways situate within the boundaries of the communication control unit, and all pipes, wires, cables, ducts, flues, and mechanical or similar apparatus and equipment that supply any service other than cable television, telephone, data, internet, radio, wireless and/or any other telecommunication service(s) to any other unit(s) or to the common elements, regardless of whether same may be situate within the boundaries of the communication control unit.

i) **the Phase II Recreation Centre Unit and each of the Shared Service Room Units** **shall respectively include** all pipes, wires, cables, conduits, ducts, and mechanical or similar apparatus that supply any service(s) to any such unit only, and that lie within or beyond the unit boundaries thereof as more particularly set out in Schedule "C" annexed hereto, and **shall specifically include**:

   i) all the mechanical, electrical, heating, cooling, lighting, plumbing, ventilation, security and/or servicing fixtures, equipment, facilities and/or systems servicing any such unit, and all appurtenances thereto, regardless of whether same is/are installed or located within or beyond the boundaries of any such unit; and

   ii) all electrical receptacles, one-way intercom and alarm controls [save and except for the cable(s) servicing such controls, and save and except for any in-suite heat detector and/or fire alarm that is connected to (or which ultimately links to) the Condominium's main fire annunciation or alarm panel, which shall accordingly comprise part of the common elements], ventilation fan units, light fixtures lying within suspended ceilings and similar apparatus that supply any service(s) to any such unit only (regardless of whether same are installed or located within or beyond the boundaries thereof); and

j) **the Phase II Recreation Centre Unit and each of the Shared Service Room Units** **shall respectively exclude**:

   i) all concrete, concrete block or masonry portions of load bearing walls or columns, as well as all structural or load bearing columns or beams located within any such unit;

   ii) all pipes, wires, cables, conduits, ducts, flues, and mechanical or similar apparatus that supply any service to more than one unit, or to the common elements, or that may lie within the boundaries of any such unit but which do not service that particular unit;

   iii) all the branch pipes, riser pipes and sprinkler heads that comprise part of the emergency fire protection system of the Condominium;

   iv) any rigid insulation or other similar material used for insulation on the underside of the concrete ceiling slab; and

   v) all exterior door and exterior window hardware (such as door and/or window handles, locks, hinges and peep holes).

Section 6 - Common Interest and Common Expense Allocation

Each owner shall have an undivided interest in the common elements as a tenant-in-common with all other owners, and shall correspondingly be obliged to contribute to the common expenses, in the proportions set forth opposite each unit number in **Schedule "D"** annexed hereto. The total of the proportions of the common interests and of the common expenses shall each be one hundred (100%) percent.

Section 7 - Address for Service, Municipal Address and Mailing Address of the Corporation

The Corporation's **address for service** shall be:

4800 Dufferin Street
Toronto, Ontario, M3H 5S9

or such other address as the Corporation may determine by resolution of the board.

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The Corporation's **municipal address and mailing address** shall be:

135 Village Green Square
Toronto, Ontario, M1S 0G4

Section 8 - Exclusive Use Common Elements

The owners of the units listed in **Schedule "F"** annexed hereto shall have the exclusive use and enjoyment of those portions of the common elements more particularly described in said Schedule "F" which are respectively allocated or appurtenant to said units, subject however to such use and enjoyment being regulated by the provisions of the Act, this declaration and the by-laws and rules of the Corporation.

Section 9 - Conditions of the Approval Authority

There are no conditions that the approval authority [as defined in section 1(1) of the Act] requires this declaration to mention or include, save and except for the following, namely:

a) Visitor parking spaces will be clearly delineated on the condominium plan to be registered, and the declaration shall contain a clause clearly specifying that visitors' parking shall form part of the common elements, and neither be used by nor sold to any unit owners, nor be considered part of the exclusive use portions of the common elements;

b) Non-disabled unit owners and/or occupants of any non-visitor handicapped parking units shall be obligated, upon notification by the condominium corporation, to exchange, at no cost to the disabled driver, the use of the handicapped parking unit with a disabled driver's non-handicapped parking unit. Alternatively, non-visitor handicapped parking spaces can be made part of the common elements, however all condominium documents, including the declaration and description, must state that the condominium corporation will retain control over the spaces and that they cannot be made exclusive use portions of the common elements. All non-visitor handicapped parking spaces must conform to one of the alternatives identified above; and

c) The Declarant shall ensure that there are separate water meters for the different components of the building (ie. the residential component and the daycare centre component) or shall include wording in the declaration that the services are to be shared and will designate who will be responsible to the local water authority for payment in full of the water bill.

Section 10 - Certificate(s) of Architect and/or Engineer(s)

The certificate(s) of the Declarant's architect(s) and/or engineer(s), confirming that the building on the Real Property comprising the Condominium has been constructed in accordance with the regulations made under the Act, is/are contained in **Schedule "G"** annexed hereto.

Section 11 - Composition of First Board of Directors

Pursuant to the provisions of section 42(4) of the Act, it is hereby declared that the first board of directors of this Condominium shall consist of five (5) persons, and such composition of the board shall continue until a by-law increasing or decreasing said number has been duly enacted at any time following the turnover meeting (convened in accordance with the provisions of section 43 of the Act) in respect of this Condominium.

PART 2 - COMMON EXPENSES

Section 12 - Specification of Common Expenses

The common expenses shall comprise the expenses of the performance of the objects and duties of the Corporation, and such other costs and expenses incurred by or on behalf of the Corporation that are specifically designated as (or collectible as) common expenses pursuant to the provisions of the Act and/or this declaration, including without limitation, those specific expenses which are listed in **Schedule "E"** annexed hereto. Notwithstanding anything provided in Schedule "E" to the contrary, in an effort to ensure that the Corporation does not incur large unfunded financial obligations (or a large indebtedness) without the specific consent of the owners, the common expenses shall exclude monies required to be raised:

a) to pay for any undertaking which costs more than $25,000.00 and which is not required or contemplated by law, or the Act, or by any provision in this declaration or in any of the by-laws of the Corporation (hereinafter individually referred to as a **"by-law"**, and collectively referred to as the **"by-laws"**), or in any agreement(s) binding on the Corporation that is expressly authorized or ratified by any by-law; or

b) to pay (or repay) the cost of any borrowing of money for or on behalf of the Corporation which is in excess of $25,000.00, or that increases the outstanding indebtedness of the Corporation to more than $25,000.00, and which is not required or contemplated by any provision in this declaration or in any by-law, or in any agreement(s) binding on the Corporation that is expressly authorized or ratified by any by-law;

unless such undertaking and its cost, or such borrowing and its cost (as the case may be) have received specific approval by a majority of the owners who are present (in person or by proxy) at a meeting duly called for the purpose of obtaining such approval.

Section 13 - Payment of Common Expenses

Each owner shall pay to the Corporation his or her proportionate share of the common expenses, and the assessment and collection of the contributions toward the common expenses may be regulated by the board pursuant to the by-laws of the Corporation. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of any provision in this declaration or in any by-laws or rules of the Corporation in force from time to time (or a breach of any provision in any agreement(s) binding on the Corporation that is expressly authorized or ratified by any by-law) committed by any unit owner (and/or by members of his or her family, or by anyone residing in the owner's unit with the permission or knowledge of the owner, and/or their respective tenants, invitees or licensees), including without limitation, the cost of any increase in the Corporation's insurance premiums (and any deductible amount) as contemplated in section 16(a) below caused by any unit owner (or by those for whose acts such owner is responsible, at law or in equity) shall be borne and paid for by such owner, and may be recovered by the Corporation against such owner in the same manner as common expenses (and with corresponding lien rights in favour of the Corporation similar to the case of common expense arrears).

Section 14 - Reserve Fund

a) The Corporation shall establish and maintain one or more reserve funds, and shall collect from the owners, as part of their respective contributions towards the common expenses, all amounts that are reasonably expected to provide sufficient funds for the major repair and replacement of the common elements and assets of the Corporation, all in accordance with the provisions of the Act.

b) No part of any reserve fund shall be used except for the purposes for which such fund was established. The amount in all reserve funds shall constitute an asset of the Corporation, and shall not be distributed to any owner(s) except upon the termination of the Corporation, in accordance with the provisions of the Act.

c) Without limiting the generality of the foregoing, it is hereby declared and stipulated that the Corporation:

   i) shall at all times maintain a separate reserve fund to cover the major repair and replacement of the common elements and assets of this Condominium, exclusive of the Two-Way Shared Facilities or any portion thereof;

   ii) shall, in conjunction with the Solaris Phase I Condominium, jointly maintain a separate reserve fund exclusively for the major repair and replacement of the Two-Way Shared Facilities; and

   iii) shall, in conjunction with the Solaris Phase I Condominium, and with each of the other Metrogate Condominiums hereafter created and registered from time to time, jointly establish and maintain a separate reserve fund exclusively for the major repair and replacement of the Daycare Centres.

Section 15 - Status Certificate

The Corporation shall provide a status certificate to any requesting party who has paid the fees charged by the Corporation for same, in accordance with the provisions of section 76 of the Act, together with all requisite accompanying documents, statements and information prescribed by the Act in connection therewith. The Corporation shall forthwith provide the Declarant (and/or any purchaser, transferee or mortgagee of a unit from the Declarant) with a status certificate (and all such accompanying documentation, statements and information) as may be requested from time to time by or on behalf of the Declarant (or by any such purchaser, transferee or mortgagee) in connection with the Declarant's sale, transfer or mortgage of any unit(s), all at no charge or fee to the Declarant whatsoever.

PART 3 - OCCUPATION, USE AND MODIFICATION OF THE COMMON ELEMENTS

Section 16 - General Use of the Common Element Areas

a) Save as otherwise provided in this declaration to the contrary, each owner may make reasonable use of (and has the right to enjoy) the whole or any part of the common elements, including those exclusive use common element areas allocated or

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appurtenant to his or her unit in **Schedule "F"** annexed hereto, subject to any applicable conditions or restrictions set out in the Act, this declaration, the by-laws and rules of the Corporation, and any agreement(s) binding on the Corporation and expressly authorized or ratified by any by-law. However, save and except as expressly provided or contemplated in this declaration to the contrary, no condition shall be permitted to exist, and no activity shall be carried on, within any unit or upon any portion of the common elements that:

i) will result in a contravention of any term or provision set out in the Act, this declaration, the by-laws and rules of the Corporation, and in any agreement(s) binding on the Corporation and expressly authorized or ratified by any by-law;

ii) is likely to damage the property of the Condominium, injure any person, or impair the structural integrity of any unit or common element area;

iii) will unreasonably interfere with the use and enjoyment by the other owners of the common elements and/or their respective units; or

iv) may result in the cancellation (or threatened cancellation) of any policy of insurance obtained or maintained by the Corporation, or that may significantly increase any applicable insurance premium(s) with respect thereto, or any deductible portion in respect of such policy.

In the event that the use of the common elements or any portion thereof by any owner (or by the occupants of any dwelling unit residing therein with the consent or knowledge of the owner of said unit, or by anyone else for whose acts or omissions said unit owner is responsible or liable, either at law or in equity) contravenes any of the foregoing provisions, then such owner shall indemnify and save the Corporation harmless from and against any and all costs, damages, expenses and/or liabilities that the Corporation may suffer or incur as a result of said contravention, and/or as a result of the cancellation of any such insurance policy of the Corporation arising therefrom (including without limitation, any costs incurred to redress, rectify and/or relieve said contravention), and such owner shall also be personally liable to pay and/or fully reimburse the Corporation for any increased insurance premiums (as well as the entire deductible amount with respect to any insurance policy or policies of the Corporation) paid or payable by the Corporation as a result thereof, and all such costs and expenses may be recovered by the Corporation against such owner in the same manner as common expenses (and with corresponding lien rights in favour of the Corporation against such owner's unit, similar to the case of common expense arrears). However, none of the foregoing provisions shall be construed so as to prohibit or restrict (nor shall same be applied in any manner which prohibits or restricts) the transient residential accommodation arrangements made (or to be made from time to time) by or on behalf of the Declarant and/or any other dwelling unit owner(s), and the aforementioned indemnity and reimbursement provisions with respect to any increased insurance premiums and/or deductible amount(s) regarding the Corporation's insurance shall not apply with respect to the transient residential accommodation arrangements made (or to be made from time to time) by or on behalf of the Declarant and/or any other dwelling unit owner(s).

b) No one shall, by any conduct or activity undertaken in or upon any part of the common elements, impede, hinder or obstruct any right, privilege, easement or benefit given to any party, person or other entity pursuant to (or by virtue of) this declaration, any by-law and/or any agreement(s) binding on the Corporation that is expressly authorized or ratified by any by-law, including without limitation, the Two-Way Shared Facilities Agreement and the Daycare Centre Agreement respectively.

c) Save as otherwise provided in this declaration or in the Two-Way Shared Facilities Agreement or the Daycare Centre Agreement to the contrary, no owner shall make any change or alteration to an installation upon the common elements, or maintain, decorate, alter or repair any part of the common elements (except for maintaining those parts of the common elements which he or she has a duty to maintain, in accordance with the provisions hereinafter set forth), without obtaining the prior approval of the Corporation thereto in accordance with the provisions of the Act.

Section 17 - <u>Declarant's Use of the Common Element Areas</u>

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

a) the Declarant and its authorized agents, representatives and/or invitees shall have free and uninterrupted access to and egress from the common elements, for the purposes of implementing, operating and/or administering the Declarant's marketing, sale, construction and/or customer-service program(s) with respect to any unsold units in this Condominium or in any of the other Metrogate Condominiums developed (or intended to be developed) on any portion of the Metrogate Site, from time to time;

(17)

b) the Declarant and its authorized agents or representatives shall be entitled to erect and maintain signs and displays for marketing/sale purposes, as well as model suites and one or more offices for marketing, sales, construction and/or customer-service purposes, upon any portion of the common elements, and within or outside any unsold units, at such locations and having such dimensions as the Declarant may determine in its sole, unfettered and unchallenged discretion, all without any charge to the Declarant for the use of the space(s) so occupied, nor for any utility services (or any other usual or customary services) supplied thereto or consumed thereby, nor shall the Corporation (or any one else acting on behalf of the Corporation) prevent or interfere with the provision of utility services (or any other usual or customary services) to the Declarant's marketing/sales/construction/customer-service office(s) and said model suites; and

c) the Corporation shall ensure that no actions or steps are taken by anyone which would prohibit, limit or restrict the access and egress of the Declarant and its authorized agents, representative and/or invitees over the common element areas of this Condominium, to and from the aforementioned sales/marketing office, construction office, customer service office and/or the temporary model suites, at all times during the opening hours of such offices and/or model suites, subject however to such reasonable and customary restrictions on access thereto as may be implemented by any security personnel hereafter retained by and on behalf of the Corporation (if applicable);

until such time as all of the dwelling units in each of the condominiums comprising the Metrogate Condominium Community (or such lesser number as the Declarant may determine or designate in its sole, unfettered and unchallenged discretion) have been sold, conveyed and transferred by the Declarant to each of the respective unit purchasers thereof, whereupon the Declarant shall be entitled to remove all of the furnishings, chattels and equipment located in the aforementioned marketing/sales/construction/customer-service office(s), or may (at the Declarant's sole option and discretion) leave all fixtures or attached furnishings maintained therein to or for the benefit of the Two Solaris Condominiums jointly, as determined by the Declarant in its sole, unfettered and unchallenged discretion.

Section 18 - Use of the Bicycle Storage Areas

The resident bicycle storage areas situate on levels 1, A and B, and comprising part of the common elements of this Condominium, shall be used only for the temporary storage of the bicycles of those dwelling unit owners in this Condominium (and/or their respective residents and tenants) who have been assigned an available bicycle space by the Corporation or its property manager on a "first come, first served" basis. The two bicycle storage areas on level 1 will collectively accommodate up to 39 bicycles in total, the two bicycle storage areas on level A will collectively accommodate up to 34 bicycles in total, and the three bicycle storage areas on level B will collectively accommodate up to 43 bicycles in total. The use of such resident bicycle storage areas shall be subject to the terms and provisions of any applicable by-laws and regulations of the Governmental Authorities, and shall also be governed by the rules and regulations of the Corporation in force from time to time. Temporary bicycle storage spaces for visitors to either of the Two Solaris Condominiums will be contained in a designated area on level A within this Condominium, which will accommodate a maximum of 40 bicycles in total, and all such bicycle spaces for visitors shall likewise be allocated and utilized on a "first come, first served" basis.

Section 19 - Use of the Superintendent's Suite

The superintendent's suite on level 1, and comprising part of the common elements of this Condominium, shall be used and occupied solely and exclusively as the residence for the full-time building superintendent retained or employed by this Condominium from time to time.

Section 20 - Use of the Visitor Parking Spaces

a) Save as hereinafter otherwise provided to the contrary, it is expressly declared and stipulated that each of the indoor visitor parking spaces (comprising part of the common elements situate on level 1 of this Condominium) shall be used only by the visitors and guests of the respective owners, residents and tenants of the dwelling units in each of the Two Solaris Condominiums from time to time, and by the Declarant's agents, representatives, contractors and invitees from time to time [and with each of such visitor parking spaces to be clearly designated for "**residential visitor parking only**"], for the purposes of parking thereon (on a temporary basis only) only one motor vehicle per space, and each such space shall be individually so designated by means of clearly visible signs.

b) Notwithstanding anything provided in this declaration to the contrary, it is expressly declared and stipulated that:

i) the Declarant, its marketing/sales staff, its authorized personnel or agents, and any prospective unit purchasers shall together have the right to use any of the residential visitor parking spaces (either individually or as a block of visitor parking spaces, with any such block to comprise no less than five (5) visitor parking spaces, and to be designated by the Declarant in its sole, unfettered and unchallenged discretion), which right shall cease forthwith upon the sale of all dwelling units owned by the Declarant in each of the condominiums comprising part of the Metrogate Condominium Community;

ii) none of the visitor parking spaces shall be assigned, leased or sold to any unit owner(s) or to any other party or parties, nor otherwise conveyed or encumbered, nor shall any of the visitor parking spaces ever be used by any unit owner(s), nor be made, converted to or considered part of any exclusive use portions of the common elements; and

iii) where any visitor parking space(s) is/are also designated for handicapped parking, then such visitor handicapped parking space(s) may only be used by a disabled or handicapped visitor to either of the Two Solaris Condominiums, provided that he or she holds a valid disabled parking permit that is appropriately displayed or visible in their vehicle.

c) For the purposes of this declaration, the term "**motor vehicle**", when used in the context of visitor parking, shall be restricted to a private passenger automobile, motorcycle, station wagon, minivan or truck, not exceeding 1.9 meters in height, and shall exclude any type of commercial vehicle or truck, as well as any trailer, recreational vehicle, motor-home, boat and/or snowmobile (and such other vehicles as the Two-Way Shared Facilities Committee may hereafter wish to exclude from the property from time to time), but shall nevertheless specifically include any construction, servicing and/or loading vehicles used by the Declarant and/or any of its employees, agents, representatives or contractors in the course of constructing and completing either of the Two Solaris Condominiums, as well as any service vehicles utilized in connection with the maintenance and/or repair of the units and/or common elements within either of the Two Solaris Condominiums .

d) The use and operation of the visitor parking spaces situate within the confines of this Condominium shall be monitored and controlled by the security concierge or security personnel retained by or on behalf of this Condominium.

Section 21 - <u>Use of the Residential Garbage Storage, Collection & Recycling Area</u>

a) The owners, residents and tenants of the dwelling units in this Condominium will have access to, and use of, a central garbage storage and recycling room equipped with an automated recycling and waste sorting system (ie tri-sorter type), situate on level A, and comprising part of the common elements of this Condominium, and intended to be used solely for the purposes of temporarily storing, sorting and recycling the garbage refuse emanating from any of the dwelling units and the common element areas in this Condominium.

b) Municipal garbage pick-up service will be available to this Condominium only for the collection and removal of the garbage emanating from the dwelling units (and from the common element areas of this Condominium), on designated or scheduled municipal garbage pick-up days. This Condominium will have the benefit of either municipal garbage pick-up service, or a private garbage collection service, and in either case, on designated garbage collection and pick-up days only, the Corporation shall be obliged to arrange for this Condominium's residential garbage container bins to be moved between the residential garbage storage and recycling room, to a reinforced exterior concrete storage/collection pad that will accommodate the Condominium's residential garbage bins.

c) The Corporation shall arrange for a trained person to be present at all times during the collection/removal of residential garbage refuse from this Condominium (irrespective of whether the Condominium's garbage pick-up is handled by the municipality or by a private garbage disposal firm), in order to properly manoeuvre the containers to the exterior concrete storage/collection pad immediately fronting (or adjacent to) the loading area, and onto the collection vehicles, and to act as a flagperson when such vehicles are reversing.

d) All costs and expenses associated with either a private garbage collection service or the municipality's provision of containerized garbage collection services for this Condominium, shall constitute part of the common expenses of the Corporation.

Section 22 - <u>Restricted Access and/or Use of Certain Common Element Areas</u>

a) Save as otherwise specifically provided elsewhere in this declaration to the contrary, it is hereby declared and stipulated that without the prior written consent of the board, no one other than the Declarant or the Corporation (and the respective authorized agents or representatives of the Declarant or the Corporation) shall have any right of access to any part of the common elements designated or used from time to time as a superintendent suite, utilities area, service room, equipment room, electrical or mechanical room, building maintenance or storage area, building manager's office, the Declarant's

marketing, sales, construction and/or customer-service office(s), any area used by the Declarant as a temporary model suite, any area used for operating or storing the machinery of the Corporation, any portion of the roof comprising part of the common elements of this Condominium (save and except for the owner of the communication control unit and its authorized agents, tenants and/or representatives), or any other parts of the common elements used for the care, maintenance or repair of the Condominium's property generally. Save for the Declarant and the owner of the communication control unit and their authorized agents, tenants and/or representatives from time to time, no one shall be entitled to place or affix any matter or thing directly on top of any rooftop structure which encloses or houses any mechanical or electrical equipment, or any heating or cooling equipment, as well as any elevator shafts, stairwells, catwalks, cooling towers, boiler rooms and/or fresh air ducts. The foregoing restrictions on access shall not apply to:

i) any mortgagee having a registered first mortgage or charge that encumbers at least twenty-five (25%) percent of the dwelling units in this Condominium, if such mortgagee is exercising a right of access for purposes of inspection, upon giving 48 hours prior written notice thereof to the Corporation or its property manager; and

ii) the array of photo-voltaic collectors, commonly referred to as solar panels, affixed to the roof of the Phase I Recreation Centre Unit (directly above the swimming pool, having a south-facing orientation), and comprising part of the Phase I Recreation Centre Unit that will be shared by and between the Two Solaris Condominiums, to which authorized representatives of either of the Two Solaris Condominiums, the Declarant or the Two-Way Shared Facilities Committee shall be entitled to access for the purposes of inspecting, maintaining and/or repairing any of the aforementioned solar panels (and any equipment or installations ancillary thereto, whether situate on the roof or located elsewhere within the non-exclusive use common element areas of this Condominium).

b) None of the owners, tenants or occupants of any of the commercial/retail units situate within the Solaris Phase I Condominium, nor any of their respective agents, representatives, employees, contractors, invitees, licensees or customers, nor the owner of the Daycare Centre Unit or the Daycare Centre Operator (as hereinafter defined), nor any of their respective employees or representatives (nor any of the children in the care or custody of the Daycare Centre Operator or their respective parents) shall have any right of access to, nor any use or enjoyment of, any portion of the Two Recreation Centres, nor any of the equipment, facilities or amenities contained therein or operated therefrom whatsoever, nor any portion of the common elements situate above level 1 (including being prohibited from using any of the Condominium's elevators above level 1), nor any portion of the common elements reserved for the exclusive use of any of the dwelling units and/or the communication control unit, wheresoever situate within this Condominium.

c) None of the owners or tenants of any of the dwelling units, nor any of their respective agents, representatives, contractors, invitees or licensees, shall have any right of access to (nor any use or enjoyment of) the Daycare Centre Unit, nor to any equipment, fixtures, installations and/or systems servicing the Daycare Centre Unit, save and except for dropping off and picking up any children who are authorized to attend the Daycare Centre Unit.

d) In light of the fact that the parking units and/or locker units within this Condominium may, subject to the overriding provision of section 38 hereof, be owned, leased and/or otherwise occupied by the owners and tenants of the dwelling units within the Solaris Phase I Condominium, and *vice-versa*, it is hereby declared and stipulated that to the extent permitted by law, any owner of a parking unit and/or locker unit in this Condominium (or any tenant, licensee or permitted occupant thereof) who is not also coincidentally an owner, tenant, licensee or permitted occupant of a dwelling unit in this Condominium, shall only have the right to use and enjoy those portions of the common elements of this Condominium (namely those walkways, roadways, ramps, drivelanes, hallways, corridors and stairwells) as are necessary to allow access to and egress from such parking unit and/or locker unit (as the case may be), and shall correspondingly not use or enjoy any of the common elements situate above level 4 of this Condominium.

Section 23 - <u>Modification of Common Elements, Assets and Services</u>

a) **<u>General Prohibition</u>**

Save as otherwise specifically provided in this declaration to the contrary, no owner shall make any change or alteration to the common elements (or to an installation upon the common elements), nor alter, decorate, renovate, maintain or repair any part of the common elements (except for maintaining or repairing those parts of the common elements that he or she has a duty to maintain or repair in accordance with the provisions of this declaration), without obtaining the prior written approval of the Corporation in accordance with the Act, and correspondingly entering into an AAI Agreement with the Corporation in respect of any proposed addition, alteration or improvement to the common elements in accordance with the provisions of Section 98 of the Act. Without limiting the generality of the foregoing, and save and except for the Declarant, no owner

of a dwelling unit shall erect or install any type of balcony, patio or terrace enclosure or privacy screen/fence upon any portion of the common elements (whether exclusive use or otherwise), without having the construction, erection or installation of same, as well as the specific design, size, colour, specifications and location of same (together with all financial commitments by any such owner with respect to the future maintenance, repair and insurance costs of same) first approved in writing by the board, and ultimately confirmed by the provisions of an AAI Agreement entered into with the Corporation.

b) **Substantial Additions, Alterations or Improvements**

The Corporation may make any substantial addition, alteration or improvement to (or renovation of) the common elements or any portion thereof, or any substantial change in the assets of the Corporation, or any substantial change(s) in any service(s) that the Corporation provides to the owners, only upon obtaining the affirmative vote of owners thereto who own at least sixty-six and two-thirds (66 2/3%) percent of the units, at a meeting duly called for such purpose, in accordance with the provisions of subsections 97(4) and (5) of the Act.

c) **Non-Substantial Additions, Alterations or Improvements**

The Corporation may make any non-substantial addition, alteration or improvement to (or renovation of) the common elements or any portion thereof, or may make any non-substantial change to the assets of the Corporation, or any non-substantial change(s) in any service(s) that the Corporation provides to the owners, in accordance with the provisions of subsections 97(2) and (3) of the Act.

d) **Determining Whether any Addition, Alteration or Improvement is Substantial**

Whether any addition, alteration or improvement to (or renovation of) the common elements, or any change in the assets of the Corporation, or any change in any service provided by the Corporation to the owners, is to be considered substantial or not, shall be determined or confirmed in accordance with the provisions of subsection 97(6) of the Act. The cost of any addition, alteration, improvement or change that the Corporation makes (whether substantial or otherwise) shall form part of the common expenses.

e) **As-Built Drawings**

A copy of the complete set of **"as-built"** architectural and structural plans and specifications for the building comprising this Condominium and situate on the Real Property, including copies of all plans and specifications with respect to any addition(s), alteration(s), improvement(s) or renovation(s) made from time to time to the common elements or any portion thereof [or to any unit(s)] which require the prior written approval of the board, shall be maintained in the office of the Corporation or of its property manager at all times, or at such other place as the board shall from time to time determine by resolution, for the use of the Corporation in rebuilding or repairing any damage to the building, any of the units and/or the common elements (or any portion thereof), and for the use of any owner or mortgagee of a unit in rebuilding or repairing any damage to any unit and/or any exclusive use common element area appurtenant thereto.

PART 4 - THE TWO-WAY SHARED FACILITIES

Section 24 - Co-Ownership of the Two-Way Shared Units

a) Ownership of the Two-Way Shared Units shall be shared by each of the Two Solaris Condominiums as tenants-in-common, on a pro-rata basis, in accordance with their respective Proportionate Two-Way Interests. Since the Solaris Phase I Condominium comprises 435 registered dwelling units, and the Solaris Phase II Condominium comprises 453 registered dwelling units, the **Solaris Phase I Condominium's** proportionate ownership share of (or tenancy-in-common interest in) the Two-Way Shared Units amounts to **48.99%**, while the **Solaris Phase II Condominium's** proportionate ownership share of (or tenancy-in-common interest in) the Two-Way Shared Units amounts to **51.01%**, and the foregoing percentages are now crystalized and fixed for the duration of the Two Solaris Condominiums.

b) The actual transfer of ownership of the Two-Way Shared Units by the Declarant to each of the Two Solaris Condominiums (as tenants-in-common, in accordance with their Proportionate Two-Way Interests or Proportionate Two-Way Shares), shall occur no later than 60 days after the Transfer Date.

c) Once ownership of the Two-Way Shared Units has been transferred by the Declarant to each of the Two Solaris Condominiums as tenants-in-common, as hereinbefore provided or contemplated, then any further sale, transfer, conveyance or encumbrance of any or all of the Two-Way Shared Units (and the creation or execution of any instrument purporting to affect, convey, charge or otherwise encumber the registered and/or beneficial ownership of the Two-Way Shared Units, or

any portion thereof) shall be expressly prohibited, unless any such sale, transfer, conveyance or encumbrance is made exclusively to (or in favour of) either of the Two Solaris Condominiums.

d) Any instrument or other document purporting to sell, transfer, convey, mortgage, charge or encumber the ownership interest(s) of either of the Two Solaris Condominiums in the Two-Way Shared Units (or any portion thereof), in contravention of the foregoing provisions, shall be null and void, and of no force or effect whatsoever.

Section 25 - Operation of (and Budgeting for) The Two-Way Shared Facilities

a) Until the Transfer Date, and continuing thereafter until such time as the Two-Way Shared Facilities Committee has been established in accordance with the provisions hereinafter set forth, the manner in which the Two-Way Shared Facilities are utilized, operated, staffed, maintained and/or repaired (including the budgeting of the Two-Way Shared Facilities Costs) shall, subject to the terms and provisions of the Two-Way Shared Facilities Agreement, be governed and controlled solely by the Declarant. Without limiting the generality of the foregoing, the Declarant shall have the unilateral right, in its sole, unfettered and unchallenged discretion, to establish (and impose restrictions or limitations on) the hours of use, as well as designated or restricted areas of use, with respect to the Phase I Recreation Centre Unit and/or the Phase II Recreation Centre Unit [or any portion(s) thereof] and any of the other Two-Way Shared Facilities [or any portion(s) thereof], in order to best co-ordinate the operation and use of same with the Declarant's marketing, sales, customer service and/or construction operations or programs implemented in connection with each of the Two Solaris Condominiums [and in connection with the marketing and sale of units in any of the other condominiums comprising part of the Metrogate Condominium Community].

b) Until the Transfer Date and the establishment of the Two-Way Shared Facilities Committee in accordance with the provisions hereinafter set forth, the Declarant shall prepare and submit the Two-Way Shared Facilities Budget (outlining the Two-Way Shared Facilities Costs estimated to be incurred for each ensuing year following the registration of this Condominium) to each of the Two Solaris Condominiums, not less than once annually, and said budget(s) shall be incorporated as part of, and/or integrated with, the overall annual budget(s) of each of the Two Solaris Condominiums. This Condominium shall adopt, and be bound by, the Two-Way Shared Facilities Budget(s), and by the decisions of the Declarant on (and determination of) the Two-Way Shared Facilities Costs, as well as the Declarant's arrangements with respect to all maintenance and/or repair work pertaining to the Two-Way Shared Facilities or any portion thereof (and with respect to all services, operations and other matters involving the Two-Way Shared Facilities), all without any qualification or amendment thereto whatsoever, and subject to the overriding provisions of section 28 of this declaration this Condominium shall pay, and be solely responsible for, its Proportionate Two-Way Share of the Two-Way Shared Facilities Costs, in accordance with the provisions of this declaration and the Two-Way Shared Facilities Agreement, and as more particularly outlined in the Two-Way Shared Facilities Budget(s) submitted from time to time.

c) Once the Two-Way Shared Facilities Committee has been established or created following the Transfer Date, then at all times thereafter, the manner in which the Two-Way Shared Facilities are utilized, operated, staffed, maintained and/or repaired, as well as the preparation and submission of the Two-Way Shared Facilities Budget(s) shall, subject to the terms and provisions of the Two-Way Shared Facilities Agreement, be governed and controlled solely by the Two-Way Shared Facilities Committee on behalf of the Two Solaris Condominiums .

d) Both before and after the Transfer Date, each of the Two-Way Shared Facilities Budgets prepared from time to time shall include or reflect a reserve fund that is being maintained on behalf of the Two Solaris Condominiums jointly, exclusively for the major repair and replacement of the Two-Way Shared Facilities (or any portion thereof then in existence).

Section 26 - General Use of the Two-Way Shared Facilities

a) Subject to the overriding provisions of the Act, the use of the Two-Way Shared Facilities by the Declarant, and by the unit owners within each of the Two Solaris Condominiums (and their respective residents, tenants and invitees), shall at all times be subject to (and be governed and regulated by) the provisions of the respective declarations of the Two Solaris Condominiums and the Two-Way Shared Facilities Agreement (hereinafter collectively referred to as the "**Two-Way Governing Documents**"), and in the event of any conflict or inconsistency between the provisions of either or both of said declarations and the Two-Way Shared Facilities Agreement (insofar as the operation and use of the Two-Way Shared Facilities, and the budgeting and payment of the Two-Way Shared Facilities Costs, are concerned), then the provisions of the Two-Way Shared Facilities Agreement shall prevail and supersede in such circumstances.

b) Notwithstanding that the transfer of ownership of the Two-Way Shared Units to each of the Two Solaris Condominiums (as tenants-in-common, in accordance with their respective Proportionate Two-Way Interests) may not yet have occurred, the Declarant and the respective unit owners within each of the Two Solaris Condominiums from time to time, and each of their respective residents, tenants and invitees from time to time, shall be entitled to use (and/or enjoy the benefits or services provided by) the Two-Way Shared Units, in accordance with their intended purposes as hereinafter set forth, as soon as same have been completed and are operational, provided however that:

i) such use and enjoyment shall nevertheless be subject to any restrictions and/or limitations set forth in the Two-Way Governing Documents, and specifically subject to the overriding provisions and restrictions regarding the Two Recreation Centres set forth in section 27(f) hereof; and

ii) each of the commercial/retail unit owners in the Solaris Phase I Condominium (and their respective tenants, employees and customers from time to time), and the owner from time to time of the Daycare Centre Unit in this Condominium [and its tenants and employees, including the Daycare Centre Operator (as hereinafter defined), together with all children being cared for and their respective parents] shall be permanently precluded and prohibited from accessing, using and/or enjoying any portion of the Two Recreation Centres (including any and all of the amenities, facilities and/or services situate therein or operated therefrom, from time to time).

c) Pursuant to (and in accordance with) the provisions of the Solaris Crash Wall Agreement, each of the Two Solaris Condominiums (and specifically the Two-Way Shard Facilities Committee on behalf of each of the Two Solaris Condominiums) shall be obliged to:

i) keep and maintain the Solaris Crash Wall in good condition and repair, in perpetuity, and the estimated annual cost of doing so, including the cost of procuring and maintaining adequate replacement cost insurance for the Solaris Crash Wall in the event same is damaged and needs to be repaired or replaced, shall be included within the Two-Way Shared Facilities Costs that will ultimately be apportioned between (and correspondingly paid and contributed by) each of the Two Solaris Condominiums in accordance with their respective Proportionate Two-Way Shares;

ii) make no alteration(s) whatsoever to the existing grading and drainage patterns affecting the Metroxlinx lands situate adjacent to the east of the Two Solaris Condominiums, without receiving the prior written concurrence of Metrolinx thereto; and

c) not tamper with, nor alter, any portion of the security and acoustic fencing and noise mitigation measures, and the vibration isolation or mitigation measures, installed or implemented by the Declarant between the easterly perimeter of the Solaris Phase II Lands and the adjacent Metrolinx lands (and more particularly identified or outlined in the Solaris Crash Wall Agreement), and specifically to maintain all such acoustic fencing and noise mitigation measures, and such vibration isolation or mitigation measures, to the satisfaction of Metrolinx (formerly Go Transit).

Section 27 - <u>Specific Use of the Two-Way Shared Facilities</u>

a) Subject to the overriding provisions set out in section 27(f) hereof, each of the Two Recreation Centres shall be used and enjoyed only by the Declarant, and by the respective dwelling unit owners within each of the Two Solaris Condominiums from time to time, and their respective residents, tenants and invitees, for general recreational purposes, for meetings convened to conduct the business and affairs of either or both of the Two Solaris Condominiums , and for such other uses as are consistent with the equipment, facilities and/or amenities situate within (or comprising part of) the Two Recreation Centres, in accordance with all applicable by-laws and regulations of the Governmental Authorities. Without limiting the generality of the foregoing, it is hereby declared and stipulated that the central management office situate within the Phase I Recreation Centre Unit shall only be used for general property management purposes pertaining to the ongoing operation and administration of each of the Two Solaris Condominiums and/or the Two-Way Shared Facilities.

b) The two guest suites situate within the Phase II Recreation Centre Unit (as well as the two guest suites situate within the Phase I Recreation Centre Unit) shall only be used to provide overnight accommodation exclusively for the guests of the owners, residents and/or tenants of the dwelling units in each of the Two Solaris Condominiums from time to time, and a damage/security deposit, together with a service/cleaning charge, shall be paid in advance for each night of occupancy of a guest suite, in such amount, and upon such terms and conditions, as the Declarant may establish from time to time in connection therewith prior to the Transfer Date (and thereafter as the Two-Way Shared Facilities Committee may establish from time to time in connection therewith, on behalf of the Two Solaris Condominiums), each in their respective sole, unfettered and unchallenged discretion. The use of the guest suites shall be subject to the provisions of all applicable by-laws and regulations of the Governmental Authorities, and also subject to the provisions of any agreement(s) entered into by the Declarant, or by or on behalf of the Two-Way Shared Facilities Committee, with any management/cleaning firm pertaining to same, and shall also be governed by the provisions of the Two-Way Shared Facilities Agreement and the rules

and regulations imposed by the Declarant prior to the Transfer Date (and thereafter imposed by the Two-Way Shared Facilities Committee) in connection therewith.

c) The multi-purpose/party room situate within the Phase I Recreation Centre Unit, shall be used and enjoyed only by the Declarant, and by the owners of the dwelling units in each of the Two Solaris Condominiums from time to time, together with their respective residents, tenants and invitees, for parties and general social and/or recreational purposes, and for meetings convened to conduct the business and affairs of either or both of the Two Solaris Condominiums , in accordance with all applicable by-laws and regulations of the Governmental Authorities. The multi-purpose/party room may also be used for meetings of the Two-Way Shared Facilities Committee, to discuss any matters pertaining to the Two-Way Shared Facilities. A damage/security deposit, together with a service/cleaning charge (as well as a security charge covering the cost of retaining temporary security personnel to monitor the access and egress of the guests invited to any parties or meetings held within the multi-purpose/party room) may be levied or charged by or on behalf of the Declarant prior to the Transfer Date (and thereafter by the Two-Way Shared Facilities Committee on behalf of the Two Solaris Condominiums), in their respective sole, unfettered and unchallenged discretion. However, no damage deposit, service/cleaning charge or security charge shall be required to be paid or posted by the Declarant (while owning any dwelling unit within either of the Two Solaris Condominiums) under any circumstances whatsoever, nor shall same be payable with respect to any meeting(s) of the board of directors (or of the owners) of either or both of the Two Solaris Condominiums, convened for the purpose of formerly conducting the business and affairs of either or both of the Two Solaris Condominiums, nor for any meeting(s) convened by the Two-Way Shared Facilities Committee or the Daycare Centre Committee from time to time.

d) Notwithstanding that the costs of operating, maintaining and/or repairing the Two-Way Shared Underground Garage shall be shared between the Two Solaris Condominiums (and shall correspondingly comprise part of the Two-Way Shared Facilities Costs), the use of any portion of the Two-Way Shared Underground Garage situate within the boundaries and condominium description plan of either of the Two Solaris Condominiums shall [subject to any specific easement(s) created by the respective declarations of the Two Solaris Condominiums , or by any specific transfer(s) of easement to or in favour of either of the Two Solaris Condominiums (or otherwise referred to in the Two-Way Shared Facilities Agreement) which purport(s) to provide any additional rights of use, or enlarged areas of use, over or through the Two-Way Shared Underground Garage, or any portion thereof] be restricted to only the owners of units within that condominium which so encompasses said portion of the Two-Way Shared Underground Garage, and their respective residents, tenants and invitees.

e) The Shared Service Room Units (which comprise part of the Two-Way Shared Units, and correspondingly comprise part of the Two-Way Shared Facilities) shall be used for the purposes of housing or containing any mechanical, electrical, plumbing, utility and/or servicing equipment, fixtures and/or facilities (and any appurtenances thereto) utilized in connection with the operation, maintenance and/or repair of any portion of the Two-Way Shared Facilities and/or any portion of the Two-Way Shared Servicing Systems, exclusively. Access to any of the Shared Service Room Units shall be restricted to the authorized agents, employees, contractors and/or tradesmen retained by or on behalf of the Declarant, the Two Solaris Condominiums or the Two-Way Shared Facilities Committee (as the case may be), and to any designated board member(s) of either of the Two Solaris Condominiums , and/or any member(s) of the Two-Way Shared Facilities Committee.

f) It is expressly declared and stipulated that no provision contained in any of the by-laws or rules of this Condominium shall restrict the access to, egress from and/or use of the Phase II Recreation Centre Unit by the Declarant and the Solaris Phase I Condominium and any of the dwelling unit owners thereof, and/or their respective residents, tenants and invitees, provided however that such access, egress and/or use shall at all times be subject to the reasonable and customary restrictions imposed or implemented by the security personnel operating the shared security concierge station, and said access and egress shall be effected only through the use of a computerized security card entry system (or similar security system). Likewise, no provision contained in any of the by-laws or rules of the Solaris Phase I Condominium shall restrict the access to, egress from and/or use of the Phase I Recreation Centre Unit by the Declarant and this Condominium and any of the dwelling unit owners thereof, and/or their respective residents, tenants and invitees, provided however that such access, egress and/or use shall at all times be subject to the reasonable and customary restrictions imposed or implemented by the security personnel operating the shared security concierge station, and said access and egress shall be effected only through the use of a computerized security card entry system (or similar security system). Notwithstanding anything hereinbefore or hereinafter provided to the contrary, it is hereby expressly declared and stipulated that until ownership of the Two Recreation Centres has been conveyed by the Declarant to each of the Two Solaris Condominiums as hereinbefore provided or contemplated,

the Declarant shall be entitled to use and occupy any portion of the Two Recreation Centres exclusively, for the marketing, sales, construction and/or customer service programs of the Declarant implemented in connection with either or both of the Two Solaris Condominiums (and/or in connection with the marketing and sale of units in any of the other existing or proposed condominiums comprising part of the Metrogate Condominium Community), and to correspondingly install, erect or maintain one or more sales, construction and/or customer service offices therein (as well as temporary model suites) at such locations within any portion or portions of either or both of the Two Recreation Centres as the Declarant may determine or select, in its sole, unfettered and unchallenged discretion, until such time as all of the dwelling units in each of the condominiums comprising the Metrogate Condominium Community (or such lesser number as the Declarant may determine or designate in its sole, unfettered and unchallenged discretion) have been sold and transferred by the Declarant to the respective unit purchasers thereof. The cost of erecting, maintaining and ultimately dismantling any such marketing, sales, construction and/or customer service office(s), as well as any such model suites, shall be borne solely by the Declarant, but the Declarant shall not, under any circumstances, be charged for the use of the space so occupied within any portion of the Two Recreation Centres, nor for any utility services (or other usual or customary services) supplied thereto or consumed thereby, nor shall either of the Two Solaris Condominiums (nor anyone else acting on behalf of either or both of the Two Solaris Condominiums) prevent, limit or interfere with the provision of said utility services (and such other usual or customary services) to the aforementioned marketing, sales, construction and/or customer service office(s), and to the said model suites. Each of the Two Solaris Condominiums shall also be obliged to ensure that no actions, steps or measures are taken by anyone which would prohibit, limit, restrict or interrupt the access and egress over the respective common element areas of each of the Two Solaris Condominiums by the Declarant and its respective employees, agents, representatives, retained contractors or subcontractors, invitees and/or licensees, to and from the aforementioned marketing, sales, construction and/or customer service offices, and the said model suites, at all times during the opening hours of the said offices and model suites (as determined by the Declarant in its sole, unfettered and unchallenged discretion), subject however to such reasonable and customary restrictions on access thereto as may be implemented by the security personnel operating the shared concierge station and retained by or on behalf of the Two Solaris Condominiums . The Declarant shall also be entitled to erect, affix and maintain signs for marketing and/or sales purposes upon (or within) any portion or portions of the Two Recreation Centres, and within or outside any unsold units within either of the Two Solaris Condominiums , pursuant to the ongoing marketing program of the Declarant in respect of each of the Two Solaris Condominiums and/or any of the other Metrogate Condominiums, at such locations and having such dimensions and designs as the Declarant may determine in its sole, unfettered and unchallenged discretion, until such time as all of the dwelling units in each of the condominiums comprising the Metrogate Condominium Community (or such lesser number as the Declarant may determine or designate in its sole, unfettered and unchallenged discretion) have been sold and transferred by the Declarant to each of the respective unit purchasers thereof, all at no charge or cost to the Declarant whatsoever. Until the Transfer Date and the establishment of the Two-Way Shared Facilities Committee (as hereinafter provided or contemplated), the Declarant shall exclusively control and govern all matters relating to the operation, maintenance and repair of each of the Two Recreation Centres, and the budgeting of all costs and expenses related thereto which ultimately comprise part of the Two-Way Shared Facilities Costs, including without limitation, the establishment of the appropriate level of services in respect of each of the Two Recreation Centres and the standard of maintenance and/or repair thereof, as well as the establishment of hours of use or operation in respect of each of the Two Recreation Centres, with the corresponding power and authority of the Declarant to unilaterally designate and/or restrict certain areas of use within any portion of either or both of the Two Recreation Centres, including the right to restrict the use of any particular amenities, services and/or equipment located within any portion of either or both of the Two Recreation Centres (in order to best co-ordinate the operation and use of same with the marketing, sales, customer service and/or construction operations or programs implemented from time to time by the Declarant in respect of each of the Two Solaris Condominiums and/or any of the other Metrogate Condominiums), to which the Two Solaris Condominiums and all of the dwelling unit owners thereof (and their respective residents, tenants and invitees) shall be subject. From and after the Transfer Date and the establishment of the Two-Way Shared Facilities Committee, the use and enjoyment of the Two Recreation Centres, as well as the budgeting of the Two-Way Shared Facilities Costs related thereto, shall be governed by the Two-Way Shared Facilities Committee on behalf of the Two Solaris Condominiums , provided however that nothing recommended, endorsed, passed or enacted by or on behalf of the Two-Way Shared Facilities Committee or by the Two Solaris Condominiums shall be construed (or be carried out) in a

manner which may interfere with (or which may diminish or restrict the right of the Declarant to maintain) any of the aforementioned model suites and/or marketing, sales, construction and/or customer service office(s) as hereinbefore provided, until such time as all of the dwelling units in each of the condominiums comprising the Metrogate Condominium Community (or such lesser number as the Declarant may determine or designate in its sole, unfettered and unchallenged discretion) have been sold and transferred by the Declarant to each of the respective unit purchasers thereof. The Declarant shall be entitled at any time, and from time to time, to remove all of the furnishings, fixtures, chattels and equipment located in any model suites and/or in any marketing, sales, construction and/or customer service office(s) situate within each of the Two Recreation Centres (or any portion thereof), or may (at the sole option and unchallenged discretion of the Declarant) leave any or all of same therein to or for the benefit of the Two Solaris Condominiums jointly.

Section 28 - Responsibility for Paying the Two-Way Shared Facilities Costs

From and after the date of registration of this Condominium, the Two-Way Shared Facilities Costs shall be allocated and apportioned between each of the Two Solaris Condominiums on a pro-rata basis, in accordance with their respective Proportionate Two-Way Shares. Since the Solaris Phase I Condominium comprises 435 registered dwelling units, and the Solaris Phase II Condominium comprises 453 registered dwelling units, the **Solaris Phase I Condominium's** proportionate share of the Two-Way Shared Facilities Costs **amounts to 48.99%,** while the **Solaris Phase II Condominium's** proportionate share of the Two-Way Shared Facilities Costs **amounts to 51.01%** thereof, and the foregoing percentages are now crystalized and fixed for the duration of the Two Solaris Condominiums. Each of the Two Solaris Condominiums shall be obliged to pay its Proportionate Two-Way Share of the Two-Way Shared Facilities Costs on a monthly basis, in accordance with the percentages or proportions specified in the preceding sentence, all as more particularly outlined in the Two-Way Shared Facilities Budget(s) prepared and submitted from time to time. Upon the registration of this Condominium, the Declarant shall be automatically released, relieved and fully discharged from any further obligation or liability whatsoever to pay any portion of the Two-Way Shared Facilities Costs for and on behalf of this Condominium, and forthwith upon the request of the Declarant, each of the Two Solaris Condominiums shall execute a formal release of the Declarant in order to evidence and confirm the foregoing cessation of the Declarant's liability for any further portion of the Two-Way Shared Facilities Costs, together with such further documents and assurances as the Declarant may reasonably require in this regard.

Section 29 - The Two-Way Shared Facilities Committee

a) The Two-Way Shared Facilities Committee shall consist of four (4) members, two (2) of which shall be appointed by (and be members of) the board of directors of each of the Two Solaris Condominiums . The appointment of the members to the Two-Way Shared Facilities Committee shall take place as soon as reasonably possible after the Transfer Date, and all such appointments to the Two-Way Shared Facilities Committee shall be for a period of one year each (unless such appointment is terminated earlier by the appointment of a replacement member).

b) At least one representative of each of the Two Solaris Condominiums must be present, in person or by proxy, in order to constitute a quorum for any meeting held or convened by the Two-Way Shared Facilities Committee, and all decisions or recommendations of the Two-Way Shared Facilities Committee shall be determined, effected and evidenced by the unanimous vote of all members who are present (or represented by proxy) at any such meeting(s), and the chairman of such meeting(s) shall not have a casting or deciding vote.

c) Any meeting(s) of the Two-Way Shared Facilities Committee may be held or convened by way of teleconference, or by any other form of communication system that allows all of the members of the Two-Way Shared Facilities Committee (or their respective proxies) to participate concurrently, and to communicate with each other simultaneously and instantaneously, provided that all of the members of the Two-Way Shared Facilities Committee participating in a meeting held or convened by such means have consented thereto, and a member (or his or her proxy) so participating in any such meeting held or convened by such means shall be deemed for all purposes to be present at such meeting. All of the members of the Two-Way Shared Facilities Committee may, by written resolution signed by all of them, provide their collective consent, in advance, to have any or all meetings of the Two-Way Shared Facilities Committee conducted in the manner contemplated herein, without the necessity of requiring new consents prior to each and every meeting, provided that such resolution (and the standing consent referred to therein) shall be automatically rendered ineffective from and after (but not prior to) the delivery to the Two-Way Shared Facilities Committee by any member of a written notice revoking his or her consent to such resolution.

d) Once the Two-Way Shared Facilities Committee has been established following the Transfer Date, the Two-Way Shared Facilities Committee shall, inter alia, thereafter be responsible for the following:

i) making recommendations to each of the Two Solaris Condominiums from time to time in connection with any joint by-laws or rules respecting the Two-Way Shared Facilities, which must ultimately be enacted in accordance with the provisions of section 59 of the Act, including without limitation, rules and procedures with respect to the use, operation, staffing, illumination, maintenance and/or repair of the Two-Way Shared Facilities, and the manner in which all maintenance and/or repair work with respect to same shall be carried out;

ii) making arrangements for the illumination, maintenance and/or repair of the Two-Way Shared Facilities, including all equipment and fixtures utilized in connection with the ongoing operation, maintenance and repair of same, and procuring all requisite fire, property damage and public liability insurance coverage for each of the Two Solaris Condominiums (with respect to damage and/or injury occasioned to persons and/or property upon or within any portion of the Two-Way Shared Facilities, providing a minimum coverage of $5 million dollars per occurrence), together with all necessary arrangements to retain an insurance trustee to administer said insurance proceeds;

iii) making arrangements for the provision of all requisite utilities (eg. heat, water and electricity services), security services, computer monitoring services, equipment, staff and/or programs for the operation of the Two-Way Shared Facilities, including without limitation, arranging the retention of security personnel to monitor and administer the shared security concierge station, as well as arrangements for the installation, maintenance and reading of separate consumption or check meters measuring the consumption of utilities supplied to the Two-Way Shared Facilities (if same are not already separately metered or sub-metered and invoiced directly by the relevant utility authorities or providers);

iv) making arrangements for the insurance, maintenance and repair of the Solaris Crash Wall, as well as the maintenance of all noise and vibration mitigation measures implemented by the Declarant in connection therewith, all to the satisfaction of Metrolinx/Go Transit, in accordance with the provisions of the Solaris Crash Wall Agreement, as may be amended hereafter from time to time; and

v) preparing and submitting the Two-Way Shared Facilities Budget(s) to each of the Two Solaris Condominiums, not less than once annually, outlining the Two-Way Shared Facilities Costs [inclusive of the costs of the matters listed in subparagraphs (i), (ii), (iii) and (iv) above], for incorporation by each of the Two Solaris Condominiums as part of their respective overall annual budgets, in accordance with the foregoing provisions hereof.

e) All recommendations made (and all actions taken) by the Two-Way Shared Facilities Committee shall, as soon as reasonably possible thereafter, be submitted and/or considered for adoption, ratification and confirmation by the board of directors of each of the Two Solaris Condominiums , and where deemed necessary or appropriate, for ratification and approval by the respective owners of each of the Two Solaris Condominiums at a joint owners' meeting, or alternatively at separate owners' meetings duly called for that purpose. In addition, the respective boards of directors of the Two Solaris Condominiums shall jointly determine such other provisions relating to the conduct, activities and operation of the Two-Way Shared Facilities Committee as may be consistent with the provisions of the Act, the provisions of their respective declarations and the provisions of the Two-Way Shared Facilities Agreement, and in accordance with the procedures governing the making, amending or repealing of joint by-laws or rules as set forth in section 59 of the Act.

PART 5 - THE DAYCARE CENTRES

Section 30 - The Development and Operation of the Daycare Centres

a) Each of the Daycare Centres shall be constructed, finished, furnished and equipped by the Declarant in accordance with the requirements of the City of Toronto, as part of the development of the overall Metrogate Condominium Community, pursuant to the provisions of the Section 37 Agreement. In addition, all parking spaces required for each of the Daycare Centres under or pursuant to the applicable zoning by-law, must be set aside for the exclusive use of the daycare centre operator and/or its employees (with one of the parking spaces to be accessible to persons with disabilities, and complying with the City of Toronto's accessibility guidelines).

b) Each of the Daycare Centres shall be operated as a non-profit daycare centre, available to care for children from the general public, but with priority placement being given to the children of the residents of each of the Metrogate Condominiums and the children of the employees of the businesses and/or offices located on (or operated within) the Metrogate Site.

c) Pursuant to the provisions of the Section 37 Agreement, the first of the two Daycare Centres to be developed (hereinafter referred to as the "**South Daycare Centre**") shall be incorporated within that part of the overall Metrogate Condominium Community that includes the 500th dwelling unit, and accordingly the South Daycare Centre (along with the requisite parking spaces associated therewith, for the exclusive use of the daycare centre operator and/or its employees) is designated unit 2 on level 1 in this Condominium. The second of the two Daycare Centres to be developed sometime hereafter

(hereinafter referred to as the "**North Daycare Centre**") shall be incorporated within the development of Block 7 on Registered Plan 66M-2460, and accordingly the North Daycare Centre (along with the requisite parking spaces associated therewith, for the exclusive use of the daycare centre operator and/or its employees) is presently anticipated to be included within (and possibly designated as a unit in) the Phase VI Condominium.

d) Each of the Daycare Centres shall be sufficiently commodious or spacious to accommodate a minimum of 52 children to a maximum of approximately 62 children (including infants, toddlers, pre-schoolers and school-aged children) together with the necessary staff, and shall be comprised of not less than 532 square meters of interior space and not less than 290 square meters of contiguous exterior space (ie. for an exclusive outdoor playground area).

e) Each of the Daycare Centres shall be operated by a daycare centre operator approved by the City of Toronto, that is either an agency of a community college or of the City of Toronto, or a corporation without share capital incorporated and organized by the Declarant and/or the Metrogate Condominiums for the sole purpose of being a permitted operator of the Daycare Centres (hereinafter referred to as the "**Daycare Centre Operator**"), for an initial term of 25 years following their respective dates of commencing operations, and may, at the direction of the City of Toronto, be renewed for additional terms of 25 years, 25 years and 24 years respectively (for a total duration of not more than 99 years in the aggregate), provided that the City is satisfied with the manner in which the Daycare Centres are being operated, and is also satisfied with the continued need for the Daycare Centres, having due regard to the existing and future anticipated demand for such facilities.

f) With respect to each of the Daycare Centres that has been constructed, finished, furnished and equipped by the Declarant in accordance with the requirements of the City of Toronto (as outlined in the Section 37 Agreement), and that has been open for business by the Daycare Centre Operator, neither the Declarant nor any of the Metrogate Condominiums shall have any further obligation to replace any supplies required for the daily operation of such daycare centre, nor any obligation to maintain, repair or replace any of the fixtures, furnishings, appliances and/or equipment initially provided or installed by the Declarant.

Section 31 - <u>The Co-ownership of the Daycare Centres</u>

a) Each of the Daycare Centres (one of which is the Daycare Centre Unit within this Condominium, and the other of which shall be designated as a separate unit in either the Phase VI Condominium or one of the later phases in the overall Metrogate Condominium Community), shall ultimately be owned by all of the Metrogate Condominiums in accordance with their respective Proportionate Daycare Centre Interests, with the declarant(s) of the respective condominium projects within which each of the Daycare Centres is physically situate initially holding registered title thereto as a bare trustee and nominee for all of the Metrogate Condominiums, until such time as the last of the Metrogate Condominiums (namely the Phase VIII Condominium) is duly registered and the turnover meeting for such condominium has been convened, at or shortly after which time the declarant(s) holding registered to same will convey title to the Daycare Centres, for nil consideration, to each of the Metrogate Condominiums as tenants in common, in accordance with their respective Proportionate Daycare Centre Interests, on the express understanding that title thereto shall be free and clear of all registered liens, mortgages and charges, but shall be expressly subject to any outstanding leases (and any and all amendments thereto) heretofore or hereafter entered into by the Declarant (or by anyone else within the Metrogate Group) with any permitted Daycare Centre Operator and/or the City of Toronto, and the Metrogate Condominiums shall correspondingly assume all such leases (and any and all amendments thereto), without any question, requisition or objection thereto, and shall perform, fulfil and be bound by all of the obligations, covenants and commitments made or given thereunder by the Declarant (or by anyone else within the Metrogate Group) in their respective capacity as the landlord/lessor thereunder. For purposes of addressing any land transfer tax issues on the ultimate conveyance of the Daycare Centres to each of the Metrogate Condominiums as aforesaid, the aforementioned trust arrangements with respect to the Daycare Centres shall be evidenced and confirmed by either a separate trust agreement executed on or shortly after the registration of the Solaris Phase II Condominium (by the Declarant as the trustee, and by each of the Two Solaris Condominiums as the only beneficial owners thereof then in existence), or alternatively by a written declaration of trust executed by the Declarant alone, on or shortly after the date of registration of the Solaris Phase II Condominium.

b) None of the Metrogate Condominiums shall demand that registered title to their respective Proportionate Daycare Centre Interests be conveyed (by the Declarant or by anyone else within the Metrogate Group) to them, unless and until all of the Metrogate Condominiums that are contemplated to comprise the Metrogate Condominium Community have been duly

registered under the Act, and the Declarant (or anyone else within the Metrogate Group) is in a position to convey title to each of the Daycare Centres to each of the Metrogate Condominiums as tenants in common, at one time.

c) As at the date of registration of this Condominium, it is anticipated that the Proportionate Daycare Centre Interest attributable to each of the Metrogate Condominiums will be as follows:

i)	the Solaris Phase I Condominium (the Phase I Condominium)- [435 dwelling units + 3 commercial/retail units = 438 units]	16.35%
ii)	the Solaris Phase II Condominium (the Phase II Condominium)- [453 dwelling units]	16.91%
iii)	the Phase III Condominium - * [76 dwelling units]	2.83%
iv)	the Ventus Phase I Condominium (the Phase IV Condominium) - [288 dwelling units]	10.75%
v)	the Ventus Phase II Condominium (the Phase V Condominium) - [314 dwelling units]	11.72%
vi)	the Phase VI Condominium - [300 dwelling units]	11.20%
vii)	the Phase VII Condominium - [300 dwelling units]	11.20%
viii)	the Phase VIII Condominium - [510 deemed dwelling units, on the presumption of being an office condominium]	19.04%
		100.00%

*reflecting only the number of dwelling units in the Phase III Condominium at the time of its initial registration, and subject to re-adjustment when, and if, the expansion phase of this project is ultimately developed and registered.

The Proportionate Daycare Centre Interest attributable to each of the Metrogate Condominiums shall hereafter be adjusted, depending upon the final number of registered dwelling units and commercial/retail units within each of the Metrogate Condominiums so developed and registered after this Condominium, and depending upon whether the Phase VIII Condominium is ultimately developed as a highrise office condominium, or (pursuant to any re-zoning or minor variance application hereafter pursued) alternatively developed as a highrise residential condominium containing approximately 350 to 450 dwelling units in the aggregate, and with the Proportionate Daycare Centre Interests attributable to each of the Metrogate Condominiums to be fixed and crystalized only after the last of the Metrogate Condominiums (namely the Phase VIII Condominium) has been duly registered under the Act.

d) Once ownership of the Daycare Centres has been transferred by the declarant(s) of the respective condominium projects within which each of the Daycare Centres is physically situate, to each of the Metrogate Condominiums as hereinbefore provided or contemplated, any further sale, transfer, mortgage, charge or other conveyance or encumbrance affecting the registered and/or beneficial ownership of the Daycare Centres (or any portion thereof) shall be expressly prohibited, without the prior written consent of the City of Toronto thereto and of all the other co-owners or co-tenants of the Daycare Centres, together with the prior approval of two-thirds of the unit owners in the condominium corporation(s) purporting to so sell, transfer, mortgage, charge or encumber its/their respective ownership interest therein (with such unit owner approval being procured from owners who are present, in person or by proxy, at a meeting duly called for such purpose). Pursuant to the provisions of the Section 37 Agreement, each of the Metrogate Condominiums shall be precluded from divesting its ownership interest in the Daycare Centres, without the consent of the City of Toronto, by means of a restriction registered against the title to the Daycare Centres pursuant to section 118 of The Land Titles Act (registered in favour of, and correspondingly enforceable by, the City of Toronto). Notwithstanding the foregoing to the contrary, it is hereby expressly declared and stipulated that the Declarant (or any one else within the Metrogate Group who is the registered owner of any of the Daycare Centres) shall have the right to transfer its ownership interest therein (or to transfer its Proportionate Daycare Centre Interests therein) to each of the Metrogate Condominiums so registered from time to time, as and when the Metrogate Site is being developed.

e) Any instrument or other document purporting to sell, transfer, convey, mortgage, charge or encumber the ownership interest(s) of any of the Metrogate Condominiums in the Daycare Centres (or any portion thereof), in contravention of the foregoing provisions, shall be null and void, and of no force or effect whatsoever.

Section 32 - <u>The Operation of (and Budgeting for) the Daycare Centres</u>

a) Notwithstanding anything hereinbefore or hereinafter provided to the contrary, it is expressly declared and stipulated that each of the Daycare Centres shall be owned, operated, maintained and repaired in accordance with the requirements, standards and specifications of the City of Toronto, and in conformity with the terms and provisions of the Section 37 Agreement (all as mandated by the City of Toronto as part of the development approval process in respect of each of the Two Solaris Condominiums).

b) Despite the fact that each of the Daycare Centres will be available and operated to care for children from the general public (with priority placement being given to the children of the residents of the Metrogate Condominiums and the children of the employees of the businesses and/or offices located within the Metrogate Site), the Daycare Centre Costs arising from (or incurred in connection with) the ownership, operation, maintenance and repair of each of the Daycare Centres, shall be borne and paid for exclusively by each of the Metrogate Condominiums so registered from time to time, in accordance with their respective Proportionate Daycare Centre Shares, all as more particularly outlined or provided in the Daycare Centre Budget(s) issued from time to time, without any contribution towards such costs being made by the City of Toronto nor derived or emanating from any of the other Governmental Authorities (nor from any other sources or parties whatsoever).

c) It is intended that each of the Two Solaris Condominiums, and the Declarant shall enter into the Daycare Centre Agreement shortly after the registration of this Condominium (with the Declarant entering into same for and on behalf of all other future Metrogate Condominiums to be developed on the balance of the Metrogate Site and registered sometime after this Condominium, and to confirm their respective consent to the registration of the Daycare Centre Agreement against the title to the balance of the Metrogate Site). The Daycare Centre Agreement shall provide, amongst other things, for the co-ownership, operation, insurance, maintenance and repair of the Daycare Centres, and the corresponding allocation, sharing and payment of the Daycare Centre Costs (as well as the allocation, sharing and payment of the Public Park & Art Costs) between or amongst each of the Metrogate Condominiums so registered from time to time, in accordance with their respective Proportionate Daycare Centre Shares. For the purposes of this declaration, the term "**Daycare Centre Agreement**" shall be deemed to include any and all supplementary agreements or counterpart agreements that are entered into by each of the subsequently-created Metrogate Condominiums (shortly after their respective registration under the Act, sometime after the registration of this Condominium and the execution of the initial Daycare Centre Agreement), with or without the Declarant as a party or signatory thereto (and with or without any of the other previously registered Metrogate Condominiums as a party or signatory thereto, but nevertheless in favour of all of the previously registered Metrogate Condominiums), and which supplementary agreements or counterpart agreements shall evidence and confirm, amongst other things, the formal assumption by each newly-registered Metrogate Condominium of its obligations and liabilities arising under the Daycare Centre Agreement in respect of the co-ownership, operation, insurance, maintenance and repair of each of the Daycare Centres, together with its obligation to pay and contribute its Proportionate Daycare Centre Share of the Daycare Centre Costs and the Public Park & Art Costs respectively, and an acknowledgement that any such supplementary or counterpart agreement may be enforced against such newly-registered Metrogate Condominium directly by the Declarant and each or all of the previously-registered Metrogate Condominiums (and by the City of Toronto and/or the Daycare Centre Operator), even though they may not be a party or signatory thereto. Accordingly, each of the Metrogate Condominiums so developed and registered after this Condominium shall correspondingly be obliged to execute a supplementary agreement or counterpart agreement to the Daycare Centre Agreement, as soon as reasonably possible after their respective registration under the Act, and which supplementary or counterpart agreement shall be correspondingly registered against the title to their respective units and common elements, and shall evidence and confirm their respective formal assumption of the obligations and liabilities arising under the Daycare Centre Agreement, and their concomitant agreement to pay and contribute their respective Proportionate Daycare Centre Share of the Daycare Centre Costs and the Public Park & Art Costs respectively.

d) Once the Daycare Centre Committee has been established or created in accordance with the provisions hereinafter provided, then at all times thereafter, the manner in which the Daycare Centres are co-owned, operated, illuminated, insured, maintained and/or repaired, and the manner in which the Public Park and the Public Art is maintained and/or repaired during and throughout the 10 Year Maintenance Period [including such matters as the grass cutting, trimming, fertilizing, weed control, watering and lighting/illumination of the Public Park, as well as the maintenance, repair and illumination of the Public Art, including the periodic removal of garbage and debris from the Public Park and the procurement of public

liability insurance (with a coverage of not less than $2 million dollars per occurrence) with respect to damage and/or injuries occasioned to persons and/or property within the confines of the Public Park], as well as the preparation and submission of the Daycare Centre Budget(s) from time to time shall, subject to the overriding provisions of section 32(a) hereof and section 34 hereof, be governed by the Daycare Centre Committee, on behalf of each of the Metrogate Condominiums so registered from time to time. Without limiting the generality of the foregoing, it is expressly understood and agreed that the preparation and submission of the Daycare Centre Budget(s) outlining the Daycare Centre Costs estimated to be incurred for each ensuing year following the registration of this Condominium, and outlining the Public Park & Art Costs estimated to be incurred for each ensuing year following the Public Park Completion Date throughout the 10 Year Maintenance Period, shall be conducted by (or under the auspices and guidance of) the Daycare Centre Committee. The Daycare Centre Budget(s) shall be submitted to each of the Metrogate Condominiums so registered from time to time, not less than once annually following the registration of this Condominium, and said budget(s) shall be incorporated as part of, and/or integrated with, the respective overall annual budget(s) of each of the Metrogate Condominiums so registered. Each of the Metrogate Condominiums so registered shall adopt, and be bound by, the Daycare Centre Budget(s) so submitted from time to time, and by the Daycare Centre Committee's determination of the Daycare Centre Costs and the Public Park & Art Costs respectively, and by the Daycare Centre Committee's decisions regarding the operation, illumination, insurance, maintenance and repair of each of the Daycare Centres, and regarding the maintenance and repair of the Public Park (as well as the maintenance, repair and insurance of the Public Art), and the Metrogate Condominiums so registered from time to time shall approve and accept (and be bound by) all arrangements and decisions made by or on behalf of the Daycare Centre Committee with respect to any maintenance and/or repair work involving the Daycare Centres or any portion thereof, and/or involving the Public Park and the Public Art (and with respect to all services, facilities, works, operations and other matters involving the Daycare Centres and/or the Public Park and the Public Art) for which the Metrogate Condominiums so registered from time to time are liable under the provisions of the Section 37 Agreement and the Subdivision Agreement respectively, as well as the Daycare Centre Agreement and the provisions of sections 35, 36 and 37 of this declaration (including all decisions involving the leasing of each of the Daycare Centres to the Daycare Centre Operator or to the City of Toronto, as the case may be).

e) Each of the Daycare Centre Budgets prepared from time to time shall include or reflect a reserve fund that is being maintained on behalf of the Metrogate Condominiums jointly, for the major repair and replacement of the Daycare Centres (or any portion thereof) exclusively.

Section 33 - <u>Responsibility for Paying the Daycare Centre Costs & the Public Park & Art Costs</u>

a) From and after the date of registration of this Condominium, the Daycare Centre Costs shall be allocated and apportioned between or amongst each of the Metrogate Condominiums so registered, on a pro-rata basis, in accordance with their respective Proportionate Daycare Centre Shares. In addition, from and after the Public Park Completion Date, to and until the expiration of the 10 Year Maintenance Period, the Public Park & Art Costs shall be allocated and apportioned between or amongst each of the Metrogate Condominiums so registered, on a pro-rata basis, in accordance with their respective Proportionate Daycare Centre Shares.

b) Initially, the only Metrogate Condominiums in existence as at the date of registration of this Condominium and the corresponding completion of the South Daycare Centre, shall be the Two Solaris Condominiums. Accordingly, from and after the date of registration of this Condominium, to and until the date that any of the other Metrogate Condominiums are developed and registered hereafter as a separate condominium corporation under the Act, the Solaris Phase I Condominium shall be obliged to pay (on a monthly basis) and be solely responsible for **49.16%** of the Daycare Centre Costs and the Public Park & Art Costs, and this Condominium shall be obliged to pay (on a monthly basis) and be solely responsible for the remaining **50.84%** of the Daycare Centre Costs and the Public Park & Art Costs, all as more particularly outlined in the Daycare Centre Budget(s) prepared and submitted from time to time.

c) As and when the each of the other Metrogate Condominiums is hereafter registered as a separate condominium corporation under the Act, the Daycare Centre Costs and the Public Park & Art Costs shall be re-apportioned or re-allocated amongst each of the registered Metrogate Condominiums then in existence, in accordance with their respective Proportionate Daycare Centre Shares, without any adjustment (nor any re-adjustment or back charge) for any portion of the Daycare Centre Costs and/or the Public Park & Art Costs arising, incurred and/or paid prior to the respective registration of each of the succeeding Metrogate Condominiums following the registration of this Condominium. Without limiting the generality of the foregoing,

it is expressly declared and stipulated that as and when the Public Park has been certified as completed by the landscape architect retained by Metrogate Inc. and is ready for access, use and enjoyment by the residents of the Metrogate Condominiums and the general public, then each of the registered Metrogate Condominiums shall thereafter be obliged to pay their respective Proportionate Daycare Centre Shares of the Public Park & Art Costs, until the expiry of the 10 Year Maintenance Period.

d) Each of the Metrogate Condominiums so registered shall be obliged to pay its Proportionate Daycare Centre Share of the Daycare Centre Costs (ie. associated with the ownership, operation, maintenance and repair of each of the Daycare Centres), forthwith when same is due and payable in accordance with the terms and provisions of the Daycare Centre Agreement. However, notwithstanding the foregoing, it is hereby declared and stipulated that pursuant to the provisions of the Section 37 Agreement, each of the Metrogate Condominiums so registered shall be jointly and severally liable for the obligations of the Declarant (and/or any others within the Metrogate Group) and the obligations of all of the registered Metrogate Condominiums owed to the Daycare Centre Operator and/or the City of Toronto under or pursuant to any applicable lease in respect of each of the Daycare Centres, so that in the event of a default by any of the registered Metrogate Condominiums in paying their Proportionate Daycare Centre Share of the Daycare Centre Costs as and when due, or in the event of any other default or breach so committed, the Daycare Centre Operator and/or the City of Toronto will not be required to seek recourse only against the defaulting Metrogate Condominium, but rather the non-defaulting Metrogate Condominiums shall be required to remedy such default and seek recourse against (and indemnification from) the defaulting Metrogate Condominium(s).

Section 34 - <u>The Daycare Centre Committee</u>

a) The Daycare Centre Committee shall initially be composed of six members, two of which shall be members of the board of directors of each of the Two Solaris Condominiums, while the remaining two members of said committee shall be the designated nominees or representatives of the Declarant, on the express understanding that as and when each of the other Metrogate Condominiums is respectively developed and registered as a separate condominium corporation under the Act at any time after the registration of this Condominium, then the composition of the committee shall be increased by two additional members per registered condominium (and which members shall also correspondingly be members of the board of directors of their respective condominiums), provided however that once the last of the Metrogate Condominiums (namely the Phase VIII Condominium) is registered and its turnover meeting has been convened, then the two nominees or representatives of the Declarant shall permanently resign from said committee, and be replaced by the two members of the board of directors of the Phase VIII Condominium.

b) The Daycare Centre Committee shall be formed or established no later than 6 months following the registration of this Condominium, for the purposes of assisting in the preparation of the Daycare Centre Budgets from time to time, and administering, governing and managing the:

i) co-ownership, operation, maintenance and repair of each of the Daycare Centres on behalf of the Metrogate Condominiums, including without limitation, retaining a property manager to assist the committee in managing the overall operation and state of repair of the Daycare Centres, determining, quantifying, budgeting and collecting the Daycare Centre Costs from each of the Metrogate Condominiums so registered from time to time, and making decisions with respect to any maintenance and/or repair work involving the Daycare Centres or any portion thereof (and with respect to all services, facilities, works, operations and other matters involving the Daycare Centres) for which the Metrogate Condominiums are liable under the provisions of the Section 37 Agreement, as well as the Daycare Centre Agreement and the provisions of sections 35, 36 and 37 of this declaration (including all decisions involving the leasing of each of the Daycare Centres to the Daycare Centre Operator or to the City of Toronto, as the case may be), and reporting to (and making recommendations to) each of the Metrogate Condominiums from time to time in connection with any joint by-laws or rules respecting the Daycare Centres, enacted in accordance with the provisions of section 59 of the Act; and

ii) the Public Park and the Public Art, including such matters as the grass cutting, trimming, fertilizing, weed control, watering and lighting/illumination of the Public Park, as well as the maintenance, repair and illumination of the Public Art, including the periodic removal of garbage and debris from the Public Park and the procurement of public liability insurance (with a coverage of not less than $2 million dollars per occurrence) with respect to damage and/or injuries occasioned to persons and/or property within the confines of the Public Park, all in accordance with the provisions of the Subdivision Agreement and the Daycare Centre Agreement, and reporting to (and making recommendations to) each of the Metrogate Condominiums from time to time in connection with any joint by-laws or rules respecting the Public Park and the Public Art.

c) All such appointments to the Daycare Centre Committee shall be for a period of one year each (unless such appointment is terminated earlier by the appointment of a replacement member). At least one representative of each of the Metrogate

Condominiums (and at least one representative or nominee of the Declarant, until the date that the last of the Metrogate Condominiums is registered) must be present, in person or represented by proxy, in order to constitute a quorum for any meeting held or convened by the Daycare Centre Committee, and all decisions or recommendations of the Daycare Centre Committee shall be determined, effected and evidenced by a vote of the majority of all members who are present (or represented by proxy) at any such meeting(s), and in the event of a tie vote or deadlock situation, the chairman of such meeting(s) shall have a casting or deciding vote. The chairman shall be selected by a majority vote of all members of the committee who are present (or represented by proxy) at any such meeting(s), and the chairman shall decide all procedural matters relating to the conduct of the committee meetings. In addition, with respect to any documents or instruments proposed to be signed by or on behalf of the Daycare Centre Committee (and which are intended to be binding upon each of the Metrogate Condominiums), the signature of two members of the committee (who do not represent the same condominium corporation) shall be required on any such document(s) or instrument(s).

d) Any meeting(s) of the Daycare Centre Committee may be held or convened by way of teleconference, or any other form of communication system that allows all of the members of the Daycare Centre Committee (or their respective proxies) to participate concurrently, and to communicate with each other simultaneously and instantaneously, provided that all of the members of the Daycare Centre Committee participating in a meeting held or convened by such means have consented thereto, and a member (or his or her proxy) so participating in any such meeting held or convened by such means shall be deemed for all purposes to be present at such meeting. All of the members of the Daycare Centre Committee may, by written resolution signed by all of them, provide their collective consent, in advance, to have any or all meetings of the Daycare Centre Committee conducted in the manner contemplated herein, without the necessity of requiring new consents prior to each and every meeting, provided that such resolution (and the standing consent referred to therein) shall be automatically rendered ineffective from and after (but not prior to) the delivery to the Daycare Centre Committee by any member of a written notice revoking his or her consent to such resolution.

e) Once the Daycare Centre Committee has been established, then such committee shall, inter alia, thereafter be responsible for the following:

i) administering the co-ownership arrangements in respect of the Daycare Centres, and dealing with the Daycare Centre Operator in respect of each of the Daycare Centres, on the express understanding that pursuant to the provisions of the Section 37 Agreement, the Daycare Centre Committee shall be obliged to appoint and designate one person who will act as the single contact person (ie. for the Daycare Centre Committee and all of the Metrogate Condominiums collectively), who will be responsible for communicating and dealing directly with the Daycare Centre Operator of each of the Daycare Centres, and with the City of Toronto, in respect of any matters arising from the terms of the Section 37 Agreement and/or the terms and provisions of the Daycare Centre Lease (as hereinafter defined) in respect of each of the Daycare Centres;

ii) making recommendations to each of the Metrogate Condominiums from time to time regarding any requirements, suggestions or procedures to be implemented with respect to the use, operation, illumination, maintenance and/or repair of the Daycare Centres, and the manner in which all maintenance and/or repair work with respect to same shall be carried out, subject however to the overriding requirements, standards and specifications of the City of Toronto from time to time in connection therewith;

iii) making arrangements for the illumination, maintenance and/or repair of the Daycare Centres, including all landscape maintenance and irrigation services with respect to all hard and soft landscaping features and areas situate within the confines of each of the daycare centre units, including arrangements for the pickup and removal (from a central depository) of all garbage and debris emanating from each of the Daycare Centres, and for the payment of all realty taxes assessed against each of the Daycare Centres and for all charges of the condominium property manager relating or pertaining to each of the Daycare Centres, and procuring all requisite fire, property damage and comprehensive general liability insurance coverage, against claims for property damage, personal injury and/or death, resulting from any act, omission or occurrence (in a form and with limits satisfactory to the City of Toronto), in an amount not less than $5 million dollars per occurrence [naming the City of Toronto and each of the Metrogate Condominiums as additional insured parties];

iv) making arrangements for the provision of all requisite utilities (eg. water, electricity and gas services, where applicable) in respect of the use or operation of each of the Daycare Centres, including without limitation, the maintenance, repair, replacement and reading of separate meters or consumption meters which will measure the consumption of water, electricity and gas (as the case may be) supplied to (and consumed by) each of the Daycare Centres;

v) making arrangements for the maintenance and/or repair of the Public Park, and the maintenance, repair and insurance of the Public Art, including the grass cutting, trimming, fertilizing, weed control, watering and lighting/illumination of the Public Park, as well as the maintenance, repair and illumination of the Public Art, including the periodic removal of garbage and debris from the Public Park and the procurement of public liability insurance (with a coverage of not less than $2 million dollars) with respect to damage and/or injuries occasioned to persons and/or property within the confines of the Public Park; and

vi) preparing and submitting the Daycare Centre Budget(s) to each of the Metrogate Condominiums, not less than once annually following the registration of this Condominium, outlining the Daycare Centre Costs [inclusive of the costs of the matters listed in subparagraphs (i), (ii), (iii), (iv) and (v) above], for incorporation by each of the Metrogate Condominiums as part of their respective overall annual budgets, in accordance with the foregoing provisions hereof.

f) All recommendations made (and all actions taken) by the Daycare Centre Committee shall, as soon as reasonably possible thereafter, be submitted and/or considered for acceptance, ratification and confirmation by the board of directors of each of the Metrogate Condominiums so registered from time to time, and where deemed necessary or appropriate, for ratification and approval by the respective owners of each of the Metrogate Condominiums at a joint owners' meeting, or alternatively at separate owners' meetings, duly called for that purpose. In addition, the respective boards of directors of the Metrogate Condominiums shall jointly determine such other provisions relating to the conduct, activities and operation of the Daycare Centre Committee as may be consistent with the provisions of the Act, the provisions of their respective declarations, the provisions of the Daycare Centre Agreement, and the provisions of the Section 37 Agreement respectively, in accordance with the procedures governing the making, amending or repealing of joint by-laws or rules set forth in section 59 of the Act.

Section 35 - <u>Leasing Each of the Daycare Centres to the Daycare Centre Operator</u>

At least three months prior to the date that each of the Daycare Centres (hereinafter individually referred to as the "**Daycare Centre**") is completed, and ready for occupancy and the commencement of operations (hereinafter referred to as the "**Lease Commencement Date**"), the declarant of the condominium project within which each of the Daycare Centres is physically situate (hereinafter referred to as the "**Lessor/Declarant**") shall (on behalf of all of the existing and future Metrogate Condominiums) enter into a lease of the Daycare Centre (and all associated furniture and equipment) with the Daycare Centre Operator, the terms and provisions of which shall be in accordance with the Section 37 Agreement, and be in the form of lease that has been pre-approved by the City of Toronto's solicitor before it is submitted to the Daycare Centre Operator for the latter's execution (hereinafter referred to as the "**Daycare Centre Lease**"). In addition to any other terms and provisions which may hereafter be imposed by the City of Toronto, the Daycare Centre Lease shall contain, and be subject to, the following provisions, namely:

a) The initial term of the Daycare Centre Lease shall be 25 years, beginning on the Lease Commencement Date which, if required by the City of Toronto (sometimes hereinafter referred to as the "**City**"), may be renewed for additional terms of 25 years, 25 years and 24 years respectively (for an aggregate duration of no greater than 99 years), provided that:

i) the City and all of the Metrogate Condominiums so registered, both acting reasonably, are satisfied with the manner in which the Daycare Centre Operator has carried on the operation of the Daycare Centre, including, but not limited to, whether the Daycare Centre Operator has had a history of being in default; and

ii) the City, acting reasonably, is satisfied with the continued need for the Daycare Centre, having regard to the existing and future anticipated demand for such facilities, and other relevant considerations.

b) Rent for the Daycare Centre so leased, including all equipment and furnishings supplied to the Daycare Centre by the Lessor/ Declarant, shall be $2.00 for the initial term and all renewal terms.

c) All fixtures, furnishings, systems and equipment installed in the Daycare Centre by the Lessor/Declarant shall continue to be owned by the Lessor/Declarant (for and on behalf of all of the existing and future Metrogate Condominiums) and shall not be removed by the Daycare Centre Operator. All appliances, furnishings or equipment installed at the expense of the Daycare Centre Operator shall remain the property of (and shall be owned by) the Daycare Centre Operator. Any such appliances, furnishings or equipment may only be installed after the Daycare Centre Operator has provided the Lessor/Declarant (and possibly the Daycare Centre Committee) with sufficient information so as to permit the Lessor/Declarant or the Daycare Centre Committee (as the case may be) to provide its approval thereto, such approval not to be unreasonably withheld.

d) The leasehold interest created by the Daycare Centre Lease shall have appurtenant to it such rights of access as are satisfactory to the City's solicitor to provide the Daycare Centre Operator, its officers and employees, the children enrolled in the Daycare Centre, and their parents or others having custody of them, with a legal means of ingress to and egress from the Daycare Centre, as well as passage over or through that part of the Metrogate Site as is appropriate in the circumstances.

e) For each of the Daycare Centres, the Lessor/Declarant, at its own expense and without charge, shall provide (in a location convenient to each of the Daycare Centres and approved by the City) any and all parking spaces as required for each of the Daycare Centres under or pursuant to the applicable zoning by-law, for the sole and exclusive use of the employees of each of the Daycare Centres (and with one parking space to be accessible to persons with disabilities, and complying with the

City's accessibility guidelines. The provision of such parking spaces shall not in any way make the Lessor/Declarant liable for same.

f) For each of the Daycare Centres, the Lessor/Declarant, at its own expense and without charge, shall provide a location convenient to the Daycare Centre to facilitate vehicles picking up and dropping off children thereto, to the satisfaction of the City acting reasonably, including appropriate signage for drop-off and/or pick-up. The provision of such an amenity shall not in any way make the Lessor/Declarant liable for same.

g) The Daycare Centre Lease shall oblige the Lessor/Declarant (on behalf of the Metrogate Condominiums so registered from time to time) to be responsible for the maintenance and repair of the Daycare Centre so leased, in accordance with the following standards (hereinafter referred to as the "**Acceptable Standards**"), namely:

i) with respect to any fixture, furniture, appliance, equipment, device, apparatus or system: efficient and safe operating capability for its intended purpose, in accordance with the standards specified by its manufacturer/supplier and prescribed by all applicable laws, regulations and by-laws at the time any such fixture, furniture, appliance, equipment, device, apparatus or system was provided or installed;

ii) with respect to any structural or other non-operating element, part or component: good repair, having regard to the standards maintained by a prudent owner of a comparable building of comparable age; and

iii) with respect to any landscaped area: appearing to be properly cultivated and tended, suitable for its intended purpose and in compliance with all applicable laws, regulations and by-laws at the time when such landscaped area was provided or installed.

h) Without limiting the generality of the foregoing provisions of subsection 35(g) hereof, the Metrogate Condominiums so registered from time to time shall be responsible for:

i) the ongoing repairs and maintenance of the heating, ventilation and air-conditioning systems, the building structure and outdoor spaces associated with each of the Daycare Centres (including the outdoor playground spaces appurtenant thereto); and

ii) the provision of all necessary property management and reasonable caretaking/cleaning services, including waste disposal services which will collect diapers and organic waste, subject however to the overriding obligations of the Daycare Centre Operator outlined in subsection 35(k) hereof.

i) The Daycare Centre Operator, at its sole cost and expense, shall be responsible for maintaining, repairing and replacing all fixtures, furnishings, appliances and equipment associated with the Daycare Centre so leased to it (including those initially installed or supplied by the Lessor/Declarant), in accordance with the Acceptable Standards.

j) The Daycare Centre Lease shall require the Daycare Centre Operator to exercise due care with respect to the operation and use of the Daycare Centre so leased to it (and all associated fixtures, furnishings, appliances, systems and equipment, including all heating, ventilation and air-conditioning systems, the building structure, the outdoor spaces associated with the Daycare Centre and all appurtenant outdoor playground spaces). The Daycare Centre Operator shall reimburse the Metrogate Condominiums for any expenses incurred by them related to any damage to the foregoing occasioned wholly or in part by the negligent act(s) or omission(s) of the Daycare Centre Operator, provided that:

i) such obligation shall not result in any liability being imposed on the City; and

ii) the obligations imposed by the Section 37 Agreement on the Lessor/Declarant and the Metrogate Condominiums so registered from time to time, are not otherwise thereby reduced.

k) The Daycare Centre Operator shall be responsible for the daily cleaning of the Daycare Centre so leased to it, and for waste removal associated with food preparations and any other daycare centre activities. The Daycare Centre Operator shall be responsible for maintaining the Daycare Centre in a state of cleanliness, in accordance with all applicable laws and regulations, and shall adhere to and abide by all reasonable waste removal standards established by the Daycare Centre Committee, and all applicable standards and regulations. For greater certainty, the Daycare Centre Operator shall ensure that all garbage and any other waste emanating from the Daycare Centre is brought to a location or locations designated by the Lessor/Declarant (or possibly the Daycare Centre Committee), from time to time.

l) The Daycare Centre Operator, at its sole cost and expense and from time to time, may install partitions, lighting, plumbing and mechanical improvements and equipment within the boundaries of the Daycare Centre so leased to it, subject to the prior approval of the Lessor/ Declarant (or possibly the Daycare Centre Committee), which approval shall not be unreasonably withheld or delayed. The Daycare Centre Operator shall provide sufficient information, including but not limited to plans and product specifications, to the Lessor/Declarant (or possibly the Daycare Centre Committee) prior to the latter having to provide its consent.

m) The Metrogate Condominiums so registered from time to time shall, at their sole cost and expense, be responsible for:

i) supplying each of the Daycare Centres with all necessary heating, air conditioning, electricity, water, gas and other utilities;

ii) all costs relating to the repair and maintenance of each of the Daycare Centres and associated heating, ventilation and air-conditioning systems, the building structure, outdoor spaces associated with each of the Daycare Centres and all appurtenant outdoor playground spaces;

iii) the cost of all utilities and municipal services supplied to each of the Daycare Centres, and all realty taxes and local improvement charges assessed against same;

iv) the cost of procuring and maintaining property damage and liability insurance in respect of each of the Daycare Centres, in a form and with limits satisfactory to the City, acting reasonably;

v) all costs and expenses of (and charges by) the condominium property manager relating to each of the Daycare Centres;

vi) all costs associated with establishing a reserve fund for the major repair and/or replacement of each of the Daycare Centres; and

vii) all other expenses relating to the repair, maintenance and physical operation of each of the Daycare Centres.

n) Each of the Daycare Centres shall be operated on a non-profit basis, and the Daycare Centre Operator shall, at its sole cost and expense, be responsible for:

i) the day-to-day operating costs of the Daycare Centre so leased to it, including but not limited to, all costs relating to the employment of qualified staff for the Daycare Centre;

ii) telephone, internet and cable television service costs;

iii) all costs relating to the maintenance, repair and replacement of all fixtures, furnishings, appliances and equipment associated with the Daycare Centre, in accordance with the Acceptable Standards;

iv) the cost of procuring and maintaining property damage and liability insurance, to the satisfaction of the Daycare Centre Committee and the City acting reasonably, with such property damage insurance covering all fixtures, furnishings, appliances and equipment associated with the Daycare Centre (including all outdoor playground equipment), and with such comprehensive general liability insurance covering all claims for personal injury, death, property damage and child abuse, resulting from any act, omission or occurrence, with such insurance coverage naming the City, the Lessor/Declarant and each of the Metrogate Condominiums so registered as additional insured parties, arising out of the operations of the Daycare Centre Operator; and

v) all supplies for the daily operation of the Daycare Centre, including but not limited to, food, first aid supplies, and arts and crafts supplies.

o) The Daycare Centre Operator shall provide proof of insurance to the City and the Lessor/Declarant (and possibly to the Daycare Centre Committee) on or before the Lease Commencement Date, and shall within 30 days prior to the expiry of the insurance coverage, provide each of them with proof of renewed insurance. The failure to provide original proof of insurance, and/or proof of any renewed insurance coverage, shall be grounds for termination of the Daycare Centre Lease.

p) The Daycare Centre Operator shall ensure that the daily operation of the Daycare Centre so leased to it is in compliance with all applicable municipal and provincial legislation, regulations and guidelines. The Lessor/Declarant and the Metrogate Condominiums so registered from time to time shall perform their respective obligations under the Section 37 Agreement in conformity with all applicable provincial legislation, regulations and guidelines.

q) Pursuant to the provisions of the Section 37 Agreement, the City of Toronto has been granted an option to lease each of the Daycare Centres (and all associated fixtures, furnishings, appliances, systems and equipment) on the terms and conditions more particularly set out in section 2.10 of the Section 37 Agreement (hereinafter referred to as the "**City's Option to Lease the Daycare Centre**"), and the Daycare Centre Operator shall be obliged to formally acknowledge the City's Option to Lease the Daycare Centre, and shall agree to comply with (and be bound by) the terms of such option.

r) The Daycare Centre Operator shall permit the City, its employees and representatives, at all reasonable times after 24 hours prior notice, to enter on the leased premises for the purpose of determining whether there is compliance with the provisions of the Section 37 Agreement and the Daycare Centre Lease, and for the purpose of determining whether the City's Option to Lease the Daycare Centre has been triggered pursuant to the provisions of section 2.10 of the Section 37 Agreement.

s) In the event that the City exercises the City's Option to Lease the Daycare Centre, the Daycare Centre Operator shall execute (or cause to be executed) all documents necessary to give effect to the City's rights, as may be reasonably required by the City's solicitor, all without any charge or expense to the City therefor.

t) The Lessor/Declarant (in its capacity as the lessor of the Daycare Centre on behalf of all of the existing and future Metrogate Condominiums) shall be entitled to exercise all remedies available to it under the Daycare Centre Lease, including without limitation, the right to terminate the Daycare Centre Lease (subject to approval by the City, acting reasonably), if the Daycare Centre Operator defaults or commits a breach of covenant under the Daycare Centre Lease, and fails to rectify such default or breach within:

i) 20 days after the date on which written notice of the default or breach is given by the Lessor/Declarant to the Daycare Centre Operator, if the Lessor/Declarant determines, acting reasonably, that the Daycare Centre Operator's default or breach of covenant has endangered (or may endanger) the safety or health of the children attending the Daycare Centre, the employees of the Daycare Centre or any other person within the leased premises; or

ii) 60 days after the date on which written notice of the default or breach is given to the Daycare Centre Operator, in any other case.

u) If the Daycare Centre Lease is terminated for any reason, then the Lessor/Declarant (in its capacity as the lessor of the Daycare Centre on behalf of all of the existing and future Metrogate Condominiums) shall conduct a selection process in consultation with the City, and shall choose another permitted Daycare Centre Operator (subject to approval by the City, acting reasonably, expeditiously and in accordance with the selection process) and shall thereafter enter into a new lease with such new Daycare Centre Operator (in the form of lease approved by the City), for and on behalf of all of the existing and future Metrogate Condominiums, for a term equal to the balance of the unexpired term of the original Daycare Centre Lease.

v) Not later than each anniversary of the date which is six months after the Lease Commencement Date, the Daycare Centre Operator shall send to each of the Lessor/Declarant and the City its financial statements relating to the operation of the Daycare Centre so leased to it, which statements shall be in a form (and with the content) as may be required or approved by the Lessor/Declarant and the City, acting reasonably, to confirm that the Daycare Centre is being operated on a non-profit basis. From time to time, and acting reasonably, the Lessor/Declarant may request a copy of the most up to date financial statements and proof of compliance by the Daycare Centre Operator with all applicable laws and regulations, including but not limited to proof of all necessary permits and licenses.

Section 36 - <u>The Daycare Advisory Committee</u>

Forthwith after the Lease Commencement Date, a volunteer advisory committee (hereinafter referred to as the "**Advisory Committee**") shall be established by the Lessor/Declarant to review the operating policies and procedures which shall govern the operation of the Daycare Centre so leased to the Daycare Centre Operator, to discuss all issues relevant to the operation of the Daycare Centre, and to make recommendations regarding same to the Daycare Centre Operator. Notwithstanding the foregoing, the hiring, supervision and disciplining of the staff of the Daycare Centre shall be the sole responsibility of the Daycare Centre Operator. The Advisory Committee shall be comprised of seven volunteer members (or such greater number as the Daycare Centre Operator considers appropriate). The members of the Advisory Committee shall include a representative of the City (if so requested by the City), a corporate officer or representative of the Lessor/Declarant, and at least five parents whose children are enrolled in the Daycare Centre so leased to the Daycare Centre Operator during their term on the Advisory Committee.

Section 37 - <u>The City's Option to Lease the Daycare Centre</u>

a) With respect to each of the Daycare Centres hereafter developed within the Metrogate Site, the City shall be entitled to exercise the City's Option to Lease the Daycare Centre by giving written notice to the Lessor/Declarant and to the Daycare Centre Operator at any time after the occurrence of any one of the following events, namely:

i) if the Lessor/Declarant fails to select a permitted Daycare Centre Operator (or fails to incorporate and organize a daycare corporation) on or before that date which is three months prior to the Lease Commencement Date;

ii) if the Lessor/Declarant fails to enter into the Daycare Centre Lease with the Daycare Centre Operator on or before that date which is three months prior to the Lease Commencement Date;

iii) if any selected Daycare Centre Operator ceases to operate the Daycare Centre so leased to it, or terminates the Daycare Centre Lease, or surrenders its leasehold interest in the Daycare Centre and, within three months of such event, the Lessor/Declarant has not arranged for the assignment of the Daycare Centre Lease to (or the execution of a new Daycare Centre Lease with) another permitted Daycare Centre Operator approved by the City, acting reasonably, in the form (and with the content) approved by the City in consultation with the City's solicitor, for the balance of the unexpired portion of the term of the initial Daycare Centre Lease [including any renewals contemplated by section 2.3.1 of the Section 37 Agreement];

iv) if, after the expiry of a start-up period of three months following the Lease Commencement Date, the Daycare Centre so leased is not used for the purposes of a daycare centre for any period of 60 consecutive business days, unless the Lessor/Declarant has entered into a new Daycare Centre Lease, in the form (and with the content) approved by the City in consultation with the City's solicitor, to another permitted Daycare Centre Operator approved by the City, acting reasonably, for the balance of the unexpired portion of the term of the initial Daycare Centre Lease [including any renewals contemplated by section 2.3.1 of the Section 37 Agreement];

v) if, within three months after the date on which the Daycare Centre is complete and ready for occupancy, it is not used for the purposes of a daycare centre;

vi) if, at any time after six months following the Lease Commencement Date, the Daycare Centre is used for the purposes of a daycare centre but does not have an enrolment of at least 26 children for any period of six consecutive months following the expiry of such initial six month start-up period, provided the City determines, acting reasonably and having regard to market forces, that the Daycare Centre Operator is not using its best efforts at all times to use the Daycare Centre for a daycare centre at its licensed capacity; or

vii) if an amendment to the Daycare Centre Lease is made without the prior approval of the City.

b) The lease to the City of the Daycare Centre (hereinafter referred to as the "**City Lease**"), resulting from the exercise of the City's Option to Lease the Daycare Centre, shall contain the same terms and provisions as the Daycare Centre Lease to a permitted Daycare Centre Operator, mutatis mutandis, subject however to the following overriding provisions, namely:

i) the term of the City Lease shall commence 10 business days after the date of the City's exercise of the City's Option to Lease the Daycare Centre, and shall correspondingly terminate on the day which is the earlier of:

A. the day upon which the City, acting reasonably (and after considering the factors in section 2.3.2 and 2.7.1 of the Section 37 Agreement), determines that the Lessor/Declarant is no longer required to provide the Daycare Centre;

B. the end of a term or of all terms (as more particularly outlined in section 2.3.1 of the Section 37 Agreement), should they be validly renewed or exercised by the City in accordance with the provisions of section 2.3 of the Section 37 Agreement; and

C. the day upon which the Daycare Centre has been leased to another permitted Daycare Centre Operator with the consent of the City, and provided the Lessor/Declarant has entered into a new Daycare Centre Lease, in the form and content approved by the City (in consultation with the City's Solicitor), with another permitted Daycare Centre Operator approved by the City, acting reasonably; and

ii) the City Lease shall not impose a greater financial burden on the Lessor/Declarant (and/or the Metrogate Condominiums so registered from time to time) than that which would have been imposed by a lease of the Daycare Centre to a permitted Daycare Centre Operator pursuant to the provisions of the Daycare Centre Lease as outlined in section 2 of the Section 37 Agreement.

PART 6 - OWNERSHIP OF UNITS

Section 38 - Restrictions on Parking and Locker Units

a) Notwithstanding anything hereinbefore or hereinafter provided to the contrary, and subject to the overriding provisions of subparagraph (b) below, it is expressly stipulated and declared that save and except for any parking unit(s) and/or locker unit(s) owned by the Declarant or the Corporation, the ownership, sale, leasing, charging, assignment, transfer or other conveyance or encumbrance of any parking unit(s) and/or locker unit(s) [hereinafter collectively referred to as the "**Restricted Units**" and individually referred to as a "**Restricted Unit**"] shall be subject to the following restrictions and limitations, namely:

i) a Restricted Unit shall only be owned by the Declarant, or by either or both of the Two Solaris Condominiums , or by an owner of a dwelling unit in either of the Two Solaris Condominiums, or by an owner of a commercial/retail unit in the Solaris Phase I Condominium, and shall only be used or occupied by the Declarant, by either or both of the Two Solaris Condominiums, by an owner, resident or tenant of a dwelling unit in either of the Two Solaris Condominiums, or by an owner or tenant of a commercial/retail unit in the Solaris Phase I Condominium, or by the authorized employees of any such owner or tenant of a commercial/retail unit in the Solaris Phase I Condominium;

ii) no one (other than the Declarant, or either or both of the Two Solaris Condominiums) shall retain ownership of any Restricted Unit after he or she has sold and conveyed title to his or her dwelling unit or commercial/retail unit in either of the Two Solaris Condominiums;

iii) any sale, transfer, assignment or other conveyance of any Restricted Unit shall be made only to the Declarant, or to either or both of the Two Solaris Condominiums , or to any owner of a dwelling unit or commercial/retail in either of the Two Solaris Condominiums;

iv) any lease of any Restricted Unit shall be made only to the Declarant, or to either or both of the Two Solaris Condominiums , or to any owner or tenant of a dwelling unit or commercial/retail unit in either of the Two Solaris Condominiums, provided however that if any Restricted Unit is so leased to a tenant of a dwelling unit or commercial/retail unit, then the term of such lease shall not extend beyond the term of the tenancy in respect of such dwelling unit or commercial/retail unit;

v) where any Restricted Unit is leased to an owner of a dwelling unit or commercial/retail unit in either of the Two Solaris Condominiums, then upon the sale, transfer, assignment or other conveyance of the lessee's dwelling unit or commercial/retail unit, the lease in respect of such Restricted Unit shall also be assigned by the said lessee to the transferee or new owner of such dwelling unit or commercial/retail unit, within thirty (30) days of the registration of the transfer of title to such unit, failing which the lease of the Restricted Unit shall be automatically terminated and be of no further force or effect, and the Restricted Unit which is subject to such lease shall thereupon revert to the lessor thereof; and

vi) where the lessee of a Restricted Unit is an owner of a dwelling unit or commercial/retail unit in either of the Two Solaris Condominiums, and such lessee is deprived of possession and/or ownership of his or her dwelling unit or commercial/retail unit, through any legal action, by any party holding or claiming a registered mortgage, charge, execution, lien or other encumbrance against said unit, then the lease in respect of the Restricted Unit shall be deemed to have been in default, and shall thereupon be automatically terminated and of no further force or effect, whereupon the Restricted Unit which is subject to such lease shall automatically revert to the lessor thereof.

b) Any instrument or other document purporting to effect a sale, lease, mortgage, transfer, assignment or other conveyance of any Restricted Unit, in contravention of any of the foregoing provisions in subparagraph (a) hereof, shall be automatically null and void, and of no force or effect whatsoever, and any lease of any Restricted Unit shall automatically be deemed and construed to be amended in order to accord with the foregoing provisions hereof.

PART 7 - OCCUPATION AND USE OF UNITS

Section 39 - General Use

a) No unit shall be occupied or used by any owner, or by anyone else, in such a manner as is likely to damage or injure any person or property (including any other units or any portion of the common elements), nor in any manner that will unreasonably interfere with the use or enjoyment by other owners of the common elements or their respective units, nor in any manner which might affect the structural integrity of any unit and/or the common elements, or that may result in the cancellation (or threat of cancellation) of any insurance policy obtained or maintained by the Corporation or otherwise referred to in this declaration, or that may significantly increase any insurance premium(s) or deductible amount with respect to any insurance policy of the Corporation, nor in such a manner as to lead to a breach by any owner (or by the Corporation) of any provision of this declaration, the by-laws or rules of this Condominium, and/or any agreement(s) binding on the Corporation and expressly authorized or ratified by any by-law. In the event that the use of a unit made by any owner (and/or by such owner's residents, tenants, employees, invitees or licensees), or by anyone else for whose actions such owner is responsible at law or in equity, causes injury to any person, or causes damage to such owner's unit and/or to any other unit(s) or to any part of the common elements, or results in the premium of any insurance policy obtained or maintained by the Corporation being significantly increased, or results in the payment of a deductible amount (or an increase in any deductible amount) with respect to any insurance policy of the Corporation, or results in any such policy being cancelled, then such owner shall fully indemnify and save the Corporation harmless from and against all costs, claims, damages and/or liabilities that the Corporation may suffer or incur as a consequence thereof, and such owner shall also be personally liable to pay and/or fully reimburse the Corporation for all costs and expenses incurred to fully redress or rectify any such injury or damage [including without limitation, all deductible amounts and increased insurance premiums (if any), together with all legal fees and disbursements incurred by the Corporation in the collection of any of the aforementioned costs, on a solicitor and client basis], on the express understanding that all such costs, expenses, legal fees and disbursements may be recovered by the Corporation against such owner in the same manner, and to the same extent, as common expenses (and with corresponding lien rights in favour of the Corporation against such owner's unit, similar to the case of common expense arrears). The foregoing provisions of this subparagraph shall not, however, be construed so as to prohibit or restrict (nor shall same be applied in any manner which prohibits or restricts) the transient residential accommodation arrangements made (or to be made from time to time) by or on behalf of the Declarant and/or any other dwelling unit owner(s), and the aforementioned indemnity and reimbursement provisions with respect to any increased insurance premiums and/or deductible amounts regarding the Corporation's insurance shall not apply with respect to the transient residential

accommodation arrangements made (or to be made from time to time) by or on behalf of the Declarant and/or any other dwelling unit owner(s).

b) The owner of each unit shall comply (and shall require all residents, tenants, invitees and/or licensees of his or her unit to comply) with the provisions of the Act, this declaration, the by-laws and rules of this Condominium, the provisions of the Two-Way Shared Facilities Agreement, and any other agreement(s) binding on the Corporation or expressly authorized or ratified by any by-law(s) of the Corporation.

c) Save as otherwise expressly provided elsewhere in this declaration to the contrary, no one other than the Declarant shall make any structural change, renovation, alteration or addition whatsoever to his or her unit, without the prior written consent of the Corporation, on the express understanding that such consent shall be in the sole and unfettered discretion of the board, and may be subject to such terms and conditions as the board may determine or impose from time to time. When requesting such consent, the owner shall provide to the board a copy of the plans relating to the proposed structural change, renovation, alteration or addition, and such other information as may be required by the board. The board, or its authorized agent, shall review such plans and information for the purpose of confirming that the proposed structural change, renovation, alteration or addition will not:

i) adversely affect the structural integrity of the unit or any other unit(s);

ii) detract from or unreasonably interfere with the use or enjoyment of any other unit(s) by the respective owner(s) or occupant(s) of same;

iii) negatively impact the aesthetic appearance of this Condominium or any portion thereof;

iv) increase the insurance premiums relating to any policy of insurance maintained by the Corporation;

v) obstruct access to any utility easement(s) or public service(s);

vi) encroach upon the common elements (except in a minor way, if at all), nor upon or with respect to any other unit(s);

vii) alter the grading or slope of the Real Property (or any portion thereof), nor obstruct or interfere with any drainage pattern(s) in respect of the Real Property; and

viii) violate any provisions of any by-law(s) or ordinance(s) of any of the Governmental Authorities, or any provisions of any agreement(s) or restriction(s) binding on the Corporation.

d) Without limiting the generality of the foregoing, no change shall be made or permitted to the colour of any exterior glass, window, door, screen or other installation(s) appurtenant to (or associated with) any unit, except with the prior written consent of the board, and each owner shall ensure that nothing is affixed, attached to, hung, displayed or otherwise placed on any portion of the exterior walls (including awnings and/or storm shutters), and/or the exterior doors or windows of this Condominium, except with the prior written consent of the board, or save and except as may otherwise be permitted by any other provision(s) of this declaration.

e) Save and except as may otherwise be expressly permitted by any other provisions of this declaration, no sign, advertisement or notice of any type, size or kind shall be inscribed, painted, affixed, attached, hung or displayed on any part of any unit (whether within the interior or exterior of any unit, and whether temporary or otherwise), without the express written consent of the board. This restriction shall not, however, apply to the Declarant under any circumstances whatsoever.

f) Save as otherwise expressly provided in this declaration to the contrary, no boundary, load-bearing or demising wall(s) in respect of any unit, nor any portion of the floor (excluding the floor finish) or ceiling (excluding the ceiling finish) of any unit, nor the door of any unit leading directly to any common element hallway or corridor, or to any outdoor common element area, nor any portion of the Condominium's heating, cooling, plumbing, mechanical and/or electrical installations or systems (and/or any appurtenant fixtures and equipment) contained in (or forming part of) any unit, shall be removed, extended or otherwise altered without the prior written consent of the board, but the provisions of this subparagraph shall not require any owner to obtain the consent of the board for the purpose of painting or decorating the interior surface of any wall, floor, ceiling or door of any unit which is not visible from the exterior of said unit.

g) Save as may otherwise be expressly provided elsewhere in this declaration to the contrary, no owner shall install any fencing, privacy screen or enclosure, nor any deck, planter boxes or other landscaping treatments or features, within the confines of his or her unit (nor within any exclusive use common element areas appurtenant thereto) without the prior written consent of the board. In order to maintain a uniform appearance and/or an aesthetically pleasing and compatible appearance throughout this Condominium, and to ensure compliance with all applicable municipal building and zoning restrictions, the

board shall have the right to prescribe the height, type, size, design and colour of all fencing, privacy screens, enclosures, decks, planter boxes and/or other landscaping treatments or features proposed to be constructed or installed by any owner as an appurtenance to his or her unit (or with respect to any exclusive use common element areas appurtenant thereto).

Section 40 - Use of the Dwelling Units

(Being units 1 to 7 inclusive on level 2, units 1 to 8 inclusive on levels 3 and 4, units 1 to 12 inclusive on levels 5 to 39 both inclusive, and units 1 to 10 inclusive on level 40)

a) Each dwelling unit shall be occupied and used only for residential purposes, and/or for the business of providing transient residential rental accommodation on a furnished and/or unfurnished suite basis (with or without ancillary maid, cleaning and/or laundry services), through short term or long term license/lease arrangements, in accordance with the provisions of the applicable zoning by-law(s) of the Governmental Authorities, as may be amended from time to time, and for no other purpose whatsoever, provided however that the foregoing shall not prevent or in any way restrict:

i) the Declarant from completing the building situate on the Real Property and all improvements thereto, nor shall the foregoing prevent the Declarant, while owning and seeking to sell any of the dwelling units in this Condominium (or any mortgagee who has a registered mortgage or charge against not less than twenty-five (25%) percent of the dwelling units in this Condominium, and who seeks to sell the dwelling units so encumbered by said mortgage or charge) from utilizing any of such dwelling units for the purposes of creating and/or maintaining therein one or more marketing, sales, construction and/or customer-service office(s), as well as advertising signs and temporary model suites for display purposes (at such locations and having such dimensions and designs as the Declarant or such mortgagee may determine in their respective sole, unfettered and unchallenged discretion), until such time as all of the dwelling units in each of the condominiums comprising the Metrogate Condominium Community (or such lesser number as the Declarant or any such mortgagee may determine in their respective sole, unfettered, and unchallenged discretion) have been sold and transferred by the Declarant or such mortgagee to each of the respective unit purchasers thereof; and

ii) any unit owner, or any property manager acting on behalf of any unit owner or group of unit owners, from leasing or renting any dwelling unit(s) in this Condominium from time to time, for any duration and on any number of occasions, and whether in a furnished or unfurnished state, with or without ancillary maid, cleaning and/or laundry services.

b) No tinted, coloured, mirrored or foil-lined interior window treatments or coverings shall be placed, installed or otherwise affixed to (or near) the interior surface of any window pane(s) so as to be visible from the exterior of the Condominium. For greater clarity, only white or off-white window linings, backings or coverings (or only white; or off-white window blinds or shutters) that are visible from the exterior of the Condominium may be placed, installed or otherwise affixed to (or near) the interior surface of any window pane(s)

c) Water, electricity and gas service to the non-exclusive use common element areas of this Condominium, will be bulk-metered, and shall correspondingly comprise part of the common expenses. However, this Condominium has been designed so that each of the dwelling units shall be:

i) serviced by an in-suite two-pipe fan coil system [and serviced by a central heat recovery ventilation system and by central high-efficiency boilers and heating/cooling circulation pumps, situate on the roof of (or elsewhere within) the Condominium], which will provide domestic hot water, heating and cooling services to each dwelling unit;

ii) individually check metered for their respective hot water and electricity consumption, so that the cost of each dwelling unit owner's hot water and electricity consumption (reflecting the hot water and electricity respectively utilized or consumed by each owner's dwelling unit, and any exclusive use common element areas appurtenant thereto) shall not comprise part of the common expenses [provided however that the cost of cold water supplied to, and consumed by each of the dwelling units (and any exclusive use common element areas appurtenant thereto) shall comprise part of the common expenses, since the cold water consumption for the entire Condominium is bulk-metered]; and

iii) individually check metered by way of a thermal check meter installed as an appurtenance to each fan coil unit or system situate within each dwelling unit, that is designed to measure the volume of water coursing through (and utilized by) each in-suite fan coil heating and cooling system servicing each dwelling unit, as well as measuring the respective water temperatures correspondingly entering and leaving the said fan coil system, in order to calculate the total amount of thermal energy utilized by (or in connection with) each dwelling unit's fan coil system(s), so that the cost of heating and cooling each unit owner's dwelling unit shall not comprise part of the common expenses.

The Corporation will accordingly receive bulk invoices for the water, gas and electricity services utilized or consumed by all of the units and common elements as a whole, from the local water, gas and electricity authorities or providers respectively, pursuant to readings taken by such authorities or providers on a bulk meter basis (hereinafter referred to as the "**Bulk Utility Bills**"), and the Corporation shall pay, in full, the Bulk Utility Bills on behalf of all of the respective unit

owners in this Condominium, as and when due. However, as previously indicated, in an effort to promote energy conservation in this Condominium, the Declarant has installed separate check or consumption meters for hot water and electricity service appurtenant to each of the dwelling units (for the purposes of measuring and gauging the hot water and electricity service consumed by each dwelling unit owner),as well as a separate thermal check meter installed as an appurtenance to each dwelling unit's fan coil system (for the purpose of measuring and gauging the amount of thermal energy utilized to heat and cool each dwelling unit, and the corresponding cost of same relative to each dwelling unit). In turn, the Corporation shall be obliged to retain the services of a third party contractor (hereinafter referred to as the "**Utility Monitor**") to read the thermal check meter and the hot water and electricity check meters appurtenant to each of the dwelling units, on a periodic basis, and to correspondingly issue invoices periodically to each of the respective dwelling unit owners for the cost of heating and cooling their respective dwelling units and for their respective consumption of hot water and electricity service, determined in accordance with the Utility Monitor's sub-meter readings. The servicing agreement entered into between the Condominium and the Utility Monitor shall make the Utility Monitor responsible for attending to the maintenance, repair and/or replacement, as and when necessary, of the thermal check meter and the hot water and electricity check meters appurtenant to each of the dwelling units, in order to ensure that each check or consumption meter operates properly, subject however to the overriding obligation of the Corporation to fully pay for (or to forthwith fully reimburse the Utility Monitor for) all costs and expenses incurred in connection with such maintenance or repair work and/or replacement (all of which costs so incurred by the Corporation shall comprise part of the common expenses). In turn, the Utility Monitor shall be entitled to charge a monthly administration fee directly to each of the dwelling unit owners (incorporated as part of each dwelling unit owner's respective periodic invoice for the cost of heating and cooling his or her dwelling unit, and for the cost of the hot water and electricity service so consumed), as compensation for the Utility Monitor's reading and invoicing services. The Utility Monitor's monthly administration fee or charge may also be subject to increase, on an annual basis, to reflect the proportionate increase (if any) in the Consumer Price Index, on each anniversary of the date of registration of this Condominium. Accordingly, forthwith following the Corporation's receipt of each of the Bulk Utility Bills, the Corporation shall cause the Utility Monitor to read the thermal check meters and each of the hot water and electricity check meters appurtenant to each of the dwelling units (either by a direct visual reading or by remote electronic/computerized means, or by any other method, provided same is reasonably reliable and accurate), and the Utility Monitor shall thereafter issue and submit its own separate invoice(s) to each of the dwelling unit owners (as agent for and on behalf of the Corporation), reflecting the cost of heating and cooling each of the dwelling units and for their respective hot water and electricity consumption [with the cost of heating and cooling each of the dwelling units, as well as the cost of the hot water and electricity service so consumed by each of the dwelling units (and any exclusive use common element areas respectively appurtenant thereto) being hereinafter referred to as each dwelling unit owner's "**Proportionate Share of Residential Utility Consumption**" or "**P.S.R.U.C.**"]. Each dwelling unit owner shall be obliged to pay to the Utility Monitor (as agent for the Corporation) his or her P.S.R.U.C. on or before the tenth (10th) day following the receipt of an invoice for same from the Utility Monitor (hereinafter referred to as the "**Due Date**"). In the event that any owner of a dwelling unit fails to pay to the Utility Monitor his or her P.S.R.U.C. on or before the Due Date, then in addition to any other rights, remedies or powers available to the Corporation at common law, by statute, or in equity, the Corporation shall be entitled to:

i) charge and levy interest against such owner (hereinafter referred to as the "**Defaulting Residential Owner**") on such unpaid P.S.R.U.C. amount, and on all costs and expenses incurred by the Corporation (or the Utility Monitor on behalf of the Corporation) in collecting (or attempting to collect) same, including all legal expenses incurred by the Corporation (or by the Utility Monitor on behalf of the Corporation) on a solicitor-and-client basis or substantial-indemnity scale , at a rate equal to 24% per annum, calculated monthly not in advance, with interest on the unpaid P.S.R.U.C. amount commencing to accrue from and after the Due Date, and with interest on all of the expenses incurred in collecting (or attempting to collect) same commencing to accrue from and after the respective dates that the Corporation (or the Utility Monitor, on behalf of the Corporation) incurred or expended same, and all such interest shall continue to accrue at the aforesaid rate until the date that all of the foregoing amounts are fully paid;

ii) add, to the extent permitted by law, the outstanding amount owing by the Defaulting Residential Owner for such unpaid P.S.R.U.C. amount, together with all outstanding interest accrued thereon as aforesaid, to the common expenses that are otherwise due and owing or payable by such Defaulting Residential Owner to the Corporation, and to recover same from the Defaulting Residential Owner in the same manner as common expenses (and with corresponding lien rights in favour of the Corporation as apply to common expense arrears); and/or

iii) maintain and enforce a lien against the Defaulting Residential Owner's dwelling unit, as security for the payment of his or her P.S.R.U.C. amount, and for all costs and expenses incurred by the Corporation (or by the Utility Monitor, on behalf of the Corporation) in collecting (or attempting to collect) same, together with all outstanding interest accruing thereon as aforesaid (hereinafter referred to as the "**Residential Utility Lien**"), and it is hereby declared and stipulated that the Residential Utility Lien shall be enforceable by the Corporation in the same manner, and to the same extent, as a real property mortgage or charge, and with all the rights, remedies and powers inherent in (or available to) a mortgagee or chargee when a mortgage or charge of real estate is in default pursuant to the provisions of The Mortgages Act R.S.O. 1990, as amended, and/or any other applicable statutory provision or common law principle applicable thereto, and in the event that the Land Titles Registrar requires the Corporation (as a prerequisite to the registration and/or enforcement of the Residential Utility Lien) to apply to a court of competent jurisdiction for any order, direction, advice or authorization, then the Corporation shall be entitled to forthwith apply to such court for same, and the Defaulting Residential Owner shall, for all purposes, be deemed to have consented to any such application by the Corporation.

d) Any monies received by the Corporation arising from the sale of the Defaulting Residential Owner's dwelling unit pursuant to the Corporation's enforcement of the Residential Utility Lien shall be applied by the Corporation in the following order of priority, namely:

i) firstly, to pay and fully satisfy all outstanding charges or similar encumbrances, if any, registered against the Defaulting Residential Owner's dwelling unit which, at law, have priority over the Residential Utility Lien;

ii) secondly, to pay or reimburse the Corporation for all costs and expenses incurred in connection with its enforcement of the Residential Utility Lien, and the ultimate sale of the Defaulting Residential Owner's dwelling unit thereby or thereunder, including without limitation, all legal, accounting, advertising, brokerage and other related fees, expenses and disbursements, together with all monies paid to prior encumbrancers in respect of such dwelling unit;

iii) thirdly, to pay or reimburse the Corporation for (or in respect of) the Defaulting Residential Owner's P.S.R.U.C. amount, or such portion thereof as remains unpaid, together with all outstanding interest charges accrued thereon, as well as interest accrued on the Corporation's expenses (or the Utility Monitor's expenses, as the case may be) incurred in collecting (or attempting to collect) same, all at the aforesaid rate of 24% per annum, calculated monthly, not in advance;

iv) fourthly, to pay and attempt to satisfy the claims of any subsequently registered lienholders, chargees or other encumbrancers (registered against such Defaulting Residential Owner's dwelling unit after the registration of the Corporation's Residential Utility Lien), in accordance with their respective priorities pursuant to the provisions of The Land Titles Act R.S.O. 1990, as amended, and any applicable provisions of the Act; and

v) fifthly, the surplus or residue, if any, shall thereafter be paid to the Defaulting Residential Owner, or to his or her heirs, estate trustees, successors or assigns.

e) The execution by the Corporation of a certificate confirming that the Corporation does, or does not, maintain or claim the Residential Utility Lien against a particular dwelling unit, pursuant to the foregoing provisions of this section, shall constitute irrefutable evidence and proof of same, and the Corporation shall be obliged to execute such a certificate forthwith upon its receipt of a written request for same from the Declarant, any prospective purchaser or mortgagee of any such dwelling unit, the then current registered owner thereof, or from any other party interested in such information, at a charge, fee or expense to the party so requesting same not exceeding $100 plus HST (but at no charge, fee or expense whatsoever to the Declarant requesting same). Any registered mortgagee, or any purchaser or prospective mortgagee of the Defaulting Residential Owner's dwelling unit shall, upon payment to the Corporation of the full amount secured by the Residential Utility Lien so maintained by the Corporation pursuant to the foregoing provisions of this section, have the right to receive a full and complete discharge or an absolute assignment thereof, provided that such party must first deliver written notice to the Corporation requesting such discharge or assignment, setting forth a date and time for the delivery of such discharge or assignment [which date shall not be less than ten (10) days, nor more than thirty (30) days following the delivery of such notice], and with the exchange of such discharge or assignment for the monies owing to the Corporation therefor to take place and/or be governed by the following: since electronic registration is now mandatory in the Land Titles Division of the Toronto Registry Office (No. 66), the exchange of such discharge or assignment for the monies owing to the Corporation shall be undertaken pursuant to (and in accordance with) the provisions of a document registration agreement [in the form adopted by the Joint LSUC - CBAO Committee On Electronic Registration Of Title Documents on March 29th, 2004 (and posted onto the Law Society's website on April 8th, 2004), or any successor version thereof], and upon the Corporation's receipt of the full amount secured by the Residential Utility Lien, the Corporation shall direct its solicitor to electronically execute and release for registration the discharge or assignment of the Residential Utility Lien to the other party's solicitor.

f) In light of the fact that the Corporation has retained (or will shortly hereafter be retaining) the services of the Utility Monitor to read the thermal check meter and each of the hot water and electricity check meters appurtenant to each of the dwelling

units, and to correspondingly issue invoices to each of the respective dwelling unit owners for the cost of heating and cooling their respective dwelling units and for their respective consumption of hot water and electricity service (determined in accordance with the aforementioned sub-meter readings), then in order to facilitate the payment of such invoices, each of the dwelling unit owners shall (forthwith following a written request made by the Corporation or the Utility Monitor to do so) make their requisite payments of the periodic invoices issued by the Utility Monitor from time to time, by way of a pre-authorized payment plan, and shall execute and deliver such bank forms, authorizations, documents and instruments (including the provision of an unsigned cheque marked "void" from the bank account to be used for making all such payments to the Utility Monitor) as may be reasonably required from time to time by the Corporation or the Utility Monitor in order to implement (and give full force and effect to) any such pre-authorized payment plan.

g) Notwithstanding anything contained in this declaration (or in any by-laws or rules hereafter passed or enacted) to the contrary, it is hereby expressly declared and stipulated that all arrears of any check metered utilities (namely for hot water, electricity and/or thermal energy, as applicable) that arise because any of the invoices issued by the Utility Monitor in connection therewith have not been paid by any dwelling unit owner(s) as and when due, shall, to the extent permitted by law, thereupon be deemed and construed to constitute common expenses (and shall thereby specifically become common expense arrears), and may thereafter be collected by the Corporation in the same manner (and to the same extent, and with all the same rights and powers) as any other common expense arrears, and accordingly all such arrears of any check metered utilities shall properly constitute the subject matter of a common expense arrears lien, and may be enforceable by way of such lien (ie. with all of the super priority rights applicable thereto, as provided by or under the Act) against the delinquent owner's dwelling unit; provided however that if the immediately preceding clause is hereafter successfully judicially challenged, then same shall nevertheless not preclude, restrict or limit in any way (nor detract from or negatively effect) the Corporation's Residential Utility Lien and the Condominium's enforcement thereof in accordance with the foregoing provisions of sections 40(c), (d), (e) and (f) of this declaration.

h) Notwithstanding anything contained in this declaration (or in any by-laws or rules hereafter passed or enacted) to the contrary, it is hereby expressly stipulated that the Corporation, and its authorized workmen, agents, representatives and/or contractors, shall be entitled to gain reasonable access to (and through) each of those dwelling units in this Condominium which contains any clean-out valve or drain terminal that ultimately services any kitchen drain or plumbing stack that emanates from (or which benefits) any other unit(s) or common element area within this Condominium, as long as such access is attained between the hours of 8:00 a.m. to 6:00 p.m. Monday through Friday (excluding however, any statutory holiday falling within such period), on at least 48 hours prior written notice to the intended or affected dwelling unit owner(s) or occupant(s) [with no such notice being required in the case of an emergency], for the purposes of enabling or facilitating the Corporation's maintenance, repair, re-location and/or servicing of the aforementioned clean-out valve or drain terminal (and any appurtenant installations thereto), provided however that the Corporation shall be obliged to forthwith reimburse (and shall at all times indemnify and save harmless) each dwelling unit owner who has suffered or incurred any loss or damage to his or her unit (and/or to any personal belongings, chattels, fixtures or equipment situate therein) as a result of the exercise by the Corporation of the foregoing right of entry, or incurred as a result of the failure by the Corporation to properly or adequately maintain, repair and/or service any such clean-out valve or drain terminal.

Section 41 - <u>Use of the Parking Units</u>

(Being units 1 to 42 inclusive, and units 44 to 151 inclusive on level B, units 1 to 170 inclusive on level A, units 8 to 61 inclusive on level 2, units 9 to 67 inclusive on level 3, and units 9 to 67 inclusive on level 4)

a) Each parking unit shall be used and occupied for motor vehicle and/or bicycle parking purposes only, in strict accordance with the rules of the Corporation in force from time to time. Without limiting any wider definition of a motor vehicle as may hereafter be imposed by the board, the term "**motor vehicle**", when used in the context of parking units, shall be restricted to a private passenger automobile, motorcycle, station wagon, minivan or truck not exceeding 1.9 metres in height, and shall exclude any type of commercial vehicle or truck, and any trailer, recreational vehicle, motor-home, boat and/or snowmobile (and such other vehicles as the board may wish to exclude from the property, from time to time), but shall nevertheless specifically include any construction and/or loading vehicles used by the Declarant and/or any of its employees, agents, representatives or contractors in the course of constructing, completing, servicing and/or maintaining either or both of the Two Solaris Condominiums or any portion thereof, as well as any service vehicles utilized in connection with the maintenance and/or repair of the units and/or common elements within each of the Two Solaris Condominiums .

b) The owner of a parking unit, whether or not described or designated as a "**regular parking unit**" or a "**tandem parking unit**" in Schedule "D" annexed hereto, may park one or more vehicles and/or bicycles within the boundaries of such parking unit, provided however that in no instance shall any portion of any motor vehicle or bicycle so parked within a parking unit protrude beyond the boundaries thereof, nor encroach upon any portion of the common elements.

c) The owner of a parking unit shall maintain such unit in a clean and sightly condition. The Corporation may make provision in/its annual budget for the cleaning and sweeping of the parking units, either in their totality, or in groups of parking units.

d) Notwithstanding anything hereinbefore provided to the contrary, it is expressly declared and stipulated that parking unit 80 on level A and parking unit 116 on level B constitute non-visitor handicapped parking units (hereinafter individually referred to as a "**Handicapped Parking Unit**" and collectively referred to as the "**Handicapped Parking Units**"), and are clearly designated for handicapped parking on the description plan sheet filed concurrently herewith. Non-disabled owners and/or occupants of a Handicapped Parking Unit (including a disabled unit owner who is not personally using or occupying the Handicapped Parking Unit) shall be obligated, upon notification by the condominium corporation, to exchange, at no cost to a disabled driver who is a resident of this Condominium (and who holds a valid disabled parking permit that is appropriately displayed or visible in their vehicle), the use of the Handicapped Parking Unit with the disabled driver's non-handicapped parking unit, throughout the duration of such disabled person's residency in this Condominium.

Section 42 - <u>Use of the Locker Units</u>
(Being unit 43 and units 152 to 290 inclusive on level B, units 171 to 235 inclusive on level A, units 62 to 131 inclusive on level 2, units 68 to 88 inclusive on level 3, and units 68 to 93 inclusive on level 4)

Each locker unit shall be used and occupied for storage purposes (including the storage of one or more bicycles therein, if same can be accommodated within the confines thereof), and for such general or hobby purposes as shall not constitute a nuisance or danger to the other owners, nor to any of the other units or common elements, nor result in the violation or contravention of any applicable zoning or building by-law(s) and/or any fire, health or safety regulation(s) of the Governmental Authorities, and any such use shall be in strict accordance with the rules of the Corporation in force from time to time. The board may, from time to time, restrict the categories of items that may be stored or used in such locker units, and which (in the opinion of the board or the Condominium's property manager, acting reasonably) may cause a nuisance or danger to the other unit owners, the units and/or the common elements. However, the Declarant shall not be prevented from storing any items within (or using) any locker unit(s) owned by it, in any manner and/or for any purposes not expressly prohibited by the applicable zoning by-laws or regulations of the Governmental Authorities.

Section 43 - <u>Use of the Communication Control Unit</u>
(Being Unit 1 on Level 41)

a) The communication control unit (hereinafter referred to as the "**CCU**") and its appurtenant exclusive use common element areas (as more particularly delineated in Schedule "F" annexed hereto) shall be used and occupied by the owner of such unit and/or its agents, tenants, invitees, licensees, representatives and/or contractors, for the purposes of broadcasting, distributing, transmitting, receiving and retransmitting radio, telephone, television, microwave, wireless, radio data, paging and/or satellite transmissions, signals, or other similar forms of communication, and/or for any similar or ancillary purposes thereto (hereinafter collectively referred to as the "**CCU Uses**"), provided however that the CCU Uses are permitted and/or licensed by the applicable Governmental Authorities having jurisdiction thereover. Notwithstanding anything contained in this declaration or in any by-laws or rules hereafter passed or enacted to the contrary, the owner of the CCU (together with its agents, tenants, invitees, licensees, representatives and contractors) shall at all times have:

i) the right of ingress and egress from, and the right to pass or traverse over and upon, those portions of the common element areas of this Condominium as may be required in order to obtain full and complete access to the CCU and/or to any of the CCU Equipment (as hereinafter defined);

ii) the right to install upon or within the CCU, and/or the exclusive use common element areas appurtenant thereto, all such transmission towers, antennae, microwave dishes, satellite dishes, supporting wires and cables, anchoring systems, mechanical fasteners, electrical transformers, structural frames, and all such other wires, cables, conduits, equipment, installations and/or appurtenances thereto (hereinafter collectively referred to as the "**CCU Equipment**") as may be necessary or desirable for the effective use, operation and/or maintenance of the CCU and the exclusive use common element areas appurtenant thereto; and

iii) the right to install the CCU Equipment through, over, along, upon, and in the common element areas of the Condominium (and to connect same to the building's electrical and mechanical services) as may be necessary or desirable in order to facilitate the CCU Uses, including without limitation, the right to puncture, protrude, suspend, affix, anchor, encroach upon, or construct anything within or upon the CCU and/or the exclusive use common

element areas appurtenant thereto, for the purposes of enabling or facilitating the installation and operation of the CCU Equipment and/or enhancing the operation and use of the CCU, the CCU Equipment and/or the exclusive use common element areas appurtenant to the CCU.

b) Once the CCU is utilized or operated for the CCU Uses as hereinbefore contemplated, then in the absence of a separate electricity meter having been installed as appurtenant to the CCU (with said meter being correspondingly read by the local electricity authority or provider, and with the owner of the CCU unit being directly billed or invoiced on a periodic basis by the local electricity authority or provider, for or with respect to such electricity consumption), the Corporation may install (at its sole cost and expense) a consumption meter measuring the electricity service utilized or consumed by the CCU. In such case, the Corporation shall cause the said consumption meter to be read on a monthly basis, and shall thereafter submit an invoice with respect to the electricity service so utilized or consumed, to the owner of the CCU (or to such other party or parties as the said owner may direct), reflecting only the actual cost of the electricity consumed based on the prevailing rate(s) charged from time to time by the applicable electricity authority or provider to the Corporation directly. The Corporation shall also be solely responsible for the maintenance and repair of the said consumption meter.

c) Notwithstanding any other provision in this declaration to the contrary, it is hereby declared and stipulated that in the event that any empty conduit which has been supplied and installed by the Declarant (for the Corporation's future telecommunication purposes) within the confines of the Condominium during the construction and development thereof, and which is intended at all times to be separate and apart from the conduit(s) comprising part of the CCU (hereinafter referred to as the "**Corporation's Conduit**") is not reasonably or readily accessible without entering into, upon or through the CCU (or any portion thereof), then in such circumstances the Corporation and its authorized employees, agents, representatives, contractors and invitees shall, from time to time but on not less than 48 hours prior written notice to the owner of the CCU, be entitled to unimpeded and unrestricted access and egress to, upon, across, over and through the CCU (or any portion thereof) for the sole and exclusive purpose of enabling and facilitating the installation, inspection, maintenance, repair and/or replacement, by or on behalf of the Corporation, of any and all wires, cables, conduits and appurtenant equipment which the Corporation wishes to place, install, use and/or operate wholly within the confines of the Corporation's Conduit, for the collective benefit and/or enjoyment of the owners, residents, tenants and invitees of this Condominium from time to time, provided however that in exercising such right of access and egress (and in using or operating the Corporation's Conduit, and the wires, cables, conduits and appurtenant equipment with respect thereto), the Corporation shall not (either directly or indirectly) damage or interfere with the CCU and the CCU Equipment, nor restrict or interfere with any of the CCU Uses by the owner or tenant from time to time of the CCU, and the Corporation shall correspondingly indemnify and save the owner of the CCU harmless from and against all costs, claims, damages and/or liabilities which may be suffered or incurred as a result of any such damage or interference.

Section 44 - <u>Use of the Daycare Centre Unit</u>
(being unit 2 on level 1)

a) The Daycare Centre Unit, which is comprised of two non-contiguous areas on level 1, namely Area B [which includes or incorporates 9 indoor parking spaces on level 1] and Area A [which incorporates the balance of the Daycare Centre Unit, including an outdoor playground area (along with all of the playground equipment and facilities heretofore or hereafter installed within the aforementioned outdoor playground area, or used in connection therewith), together with 2 outdoor storage areas and an outdoor walkway], shall be operated and used only for daycare purposes on a not-for-profit basis only, and specifically for the purposes of providing temporary care, education and/or guidance to children who are under 18 years of age, in accordance with the provisions of the *Day Nursery Act R.S.O. 1990, as amended*, and the regulations promulgated thereunder, and in compliance with all other requirements of the Governmental Authorities that are applicable thereto, and in compliance with the provisions of the Section 37 Agreement, the Daycare Centre Lease and the provisions of sections 30 to 37 inclusive hereof.

b) The 9 indoor parking spaces on level 1 which comprise part of the Daycare Centre Unit shall be used only by the Daycare Centre Operator and its designated employees, staff and representatives from time to time, and said parking spaces shall be clearly designated for **"daycare centre operator/staff parking only"**.

c) The Daycare Centre Unit shall be owned, operated, maintained and repaired in accordance with the provisions of the Daycare Centre Agreement, and the Daycare Centre Costs shall be borne and paid for by each of the Metrogate Condominiums in existence from time to time, in accordance with their respective Proportionate Daycare Centre Shares, all as more particularly outlined in the Daycare Centre Budget(s) issued from time to time.

d) The Daycare Centre Operator, at its sole cost and expense and from time to time, may install partitions, lighting, plumbing and mechanical improvements and equipment within the boundaries of the Daycare Centre Unit so leased to it, subject to the prior approval of the Declarant, in the latter's capacity as the sole registered owner of the Daycare Centre Unit (on behalf of all of the Metrogate Condominiums), or the prior approval of the Daycare Centre Committee (as and when established), which approval shall not be unreasonably withheld or delayed. The Daycare Centre Operator shall provide sufficient information, including but not limited to plans and product specifications, to the Declarant or the Daycare Centre Committee (as the case may be) prior to either of them having to provide their consent.

e) Notwithstanding anything hereinbefore or hereinafter provided to the contrary, it is expressly declared and stipulated that the owner of the Daycare Centre Unit, as well as the Daycare Centre Operator:

i) shall not alter or replace any of the windows of the Daycare Centre Unit (nor any of the exterior window frames) without having the size, design and specifications of any replacement windows and/or window frames first approved in writing by the Corporation;

ii) shall not install or affix any sign(s) to the interior or exterior portions of the Daycare Centre Unit (including any exclusive use common element areas appurtenant thereto) without the prior written approval of the Corporation thereto;

iii) shall permit the Corporation's authorized agents, representatives, employees and/or retained contractors reasonable access to the Daycare Centre Unit from time to time, upon the Corporation giving prior reasonable notice of such desired entry, in order to enable and facilitate the Corporation's cleaning and servicing of all pipes, valves, ducts and appurtenant fixtures and equipment which may be situate within the confines of the Daycare Centre Unit and which are required to be cleaned and/or serviced periodically to ensure the proper operation and functioning of the Daycare Centre Unit's and/or the Condominium's electrical, mechanical, plumbing, heating, cooling, ventilation, waste disposal, fire prevention, security and/or servicing systems (with the cost of such cleaning and servicing work being deemed to comprise part of the Daycare Centre Costs that shall be borne and paid for by each of the Metrogate Condominiums in existence from time to time, in accordance with their respective Proportionate Daycare Centre Shares);

iv) shall be obliged to obtain, and at all times maintain in good standing, at their sole cost and expense (during the entire period of time that the Daycare Centre Unit is in operation and/or utilized), public liability and property damage insurance for any personal injury incurred and/or any property damage occasioned within the confines of the Daycare Centre Unit and any exclusive use common element areas appurtenant thereto (including the outdoor playground area comprising part of the Daycare Centre Unit), with the requisite insurance coverage that is available being an amount not less than five million dollars ($5,000,000.00) per occurrence, and insuring the Daycare Centre Unit owner and the Daycare Centre Operator against any liability resulting from a breach of their respective duties as the owner and/or occupier of the Daycare Centre Unit and any exclusive use common elements appurtenant thereto. Said mandatory insurance coverage shall contain an express waiver of subrogation against the Corporation and its respective directors, officers, managers, agents, employees and designated representatives from time to time, and against the unit owners in this Condominium, and their respective residents, tenants, invitees and licensees (except for any damage or injury arising from any vehicle impact, arson, fraud, vandalism or malicious mischief caused or contributed by any of the aforementioned parties or individuals, against whom the insurer's right of subrogation shall be waived). The Daycare Centre Unit owner and the Daycare Centre Operator shall be obliged to provide the Corporation with a copy of all current insurance policies that each of them has procured (together with evidence confirming that all premiums payable in connection therewith have been fully paid), forthwith upon the Corporation's request for same, made at any time, and from time to time. The Daycare Centre Unit owner and the Daycare Centre Operator shall also be obliged to fully indemnify the Corporation and save it harmless, from and against all costs, claims, damages and/or liabilities which the Corporation may hereafter suffer or incur, by reason of the failure of the Daycare Centre Unit owner or the Daycare Centre Operator to obtain and maintain all required insurance coverage, at all required times, or by reason of such insurance coverage being insufficient, inapplicable or unenforceable (in whole or in part, and for any reason or circumstance whatsoever) to fully cover the costs and/or damages resulting or arising from any personal injury incurred and/or any property damage occasioned within the confines of the Daycare Centre Unit, and any exclusive use common element areas appurtenant thereto (including the outdoor playground area comprising part of the Daycare Centre Unit).

f) This Condominium has been designed so that the Daycare Centre Unit (and any exclusive use common element area appurtenant thereto) is separately check metered or sub-metered for its respective water and electricity consumption, and with the Daycare Centre Unit being heated and cooled by an independent HVAC system, so that the cost of the Daycare Centre Unit owner's water and electricity consumption shall not comprise part of the common expenses, but rather shall be borne and paid for by the Daycare Centre Unit owner, based on periodic invoices issued from time to time by the Utility Monitor, pursuant to the periodic check meter readings undertaken from time to time by the Utility Monitor. Forthwith following the Corporation's receipt of the Bulk Utility Bills from time to time, the Corporation shall cause the Utility Monitor to read the check meters for water and electricity appurtenant to the Daycare Centre Unit, and to thereafter issue and submit its own separate invoice(s) to the Daycare Centre Unit owner, reflecting the cost of the water and electricity service so consumed by the Daycare Centre Unit, and any exclusive use common element area appurtenant thereto [with

the cost of such water and electricity consumption so attributable to the Daycare Centre Unit (and to any exclusive use common element area appurtenant thereto) being hereinafter collectively referred to as the Daycare Centre Unit owner's "**Proportionate Share of Utility Consumption**" or "**P.S.U.C.**"]. The Daycare Centre Unit owner shall be obliged to pay to the Utility Monitor (as agent for and on behalf of the Corporation) his or her P.S.U.C. on or before the tenth (10th) day following receipt of an invoice for same from the Utility Monitor (hereinafter referred to as the "**Commercial Utility Due Date**"). In the event that the Daycare Centre Unit owner fails to pay the Utility Monitor his or her P.S.U.C. on or before the Due Date, then in addition to any other rights, remedies or powers available to the Corporation at common law, by statute, or in equity, the Corporation shall be entitled to:

i) charge and levy interest against such owner (hereinafter referred to as the "**Defaulting Daycare Owner**") on such unpaid P.S.U.C. amount, and on all costs and expenses incurred by the Corporation or the Utility Monitor (as agent for the Corporation) in collecting (or attempting to collect) same, including all legal expenses incurred by the Corporation of the Utility Monitor on a solicitor-and-client basis or substantial indemnity scale, at a rate equal to 24% per annum, calculated monthly not in advance, with interest on the unpaid P.S.U.C. amount commencing to accrue from the Commercial Utility Due Date, and with interest on all of the expenses incurred in collecting (or attempting to collect) same commencing to accrue from the respective dates that the Corporation or the Utility Monitor incurred or expended same, and all such interest shall continue to accrue at the aforesaid rate until the date that all of the foregoing amounts are fully paid;

ii) add, to the extent permitted by law, the outstanding amount owing by the Defaulting Daycare Owner for such unpaid P.S.U.C. amount, together with all outstanding interest accrued thereon as aforesaid, to the common expenses that are otherwise due and owing or payable by such Defaulting Daycare Owner to the Corporation, and to recover same from the Defaulting Daycare Owner in the same manner as common expenses (and with corresponding lien rights in favour of the Corporation as apply to common expense arrears); and/or

iii) maintain and enforce a lien against the Defaulting Daycare Owner's unit, as security for the payment of his or her P.S.U.C. amount, and for all costs and expenses incurred by the Corporation in collecting (or attempting to collect) same, together with all outstanding interest accruing thereon as aforesaid (hereinafter referred to as the "**Commercial Utility Lien**"), and it is hereby declared and stipulated that the Commercial Utility Lien shall be enforceable by the Corporation in the same manner, and to the same extent, as a real property mortgage or charge, and with all the rights, remedies and powers inherent in (or available to) a mortgagee or chargee when a mortgage or charge of real estate is in default pursuant to the provisions of the *Mortgages Act, R.S.O. 1990, as amended*, and/or any other applicable statutory provision or common law principle applicable thereto, and in the event that the Land Titles Registrar requires the Corporation (as a prerequisite to the registration and/or enforcement of said lien) to apply to a court of competent jurisdiction for any order, direction, advice or authorization, then the Corporation shall be entitled to forthwith apply to such court for same, and the Defaulting Daycare Owner shall, for all purposes, be deemed to have consented to any such application by the Corporation.

g) Any monies received by the Corporation arising from the sale of the Defaulting Daycare Owner's unit pursuant to the Corporation's enforcement of the Commercial Utility Lien shall be applied by the Corporation in the following order of priority, namely:

i) firstly, to pay and fully satisfy all encumbrances registered against the Daycare Centre Unit which at law have priority over the Commercial Utility Lien, if any;

ii) secondly, to pay or reimburse the Corporation for all costs and expenses incurred in connection with its enforcement of the Commercial Utility Lien, and the ultimate sale of the Defaulting Daycare Owner's unit thereby or thereunder, including without limitation, all legal, accounting, advertising, brokerage and other related fees, expenses and disbursements, together with all monies paid to prior encumbrancers in respect of the Daycare Centre Unit;

iii) thirdly, to pay or reimburse the Corporation for (or in respect of) the Defaulting Daycare Owner's P.S.U.C. amount, or such portion thereof as remains unpaid, together with all outstanding interest charges accrued thereon, as well as interest accrued on the Corporation's expenses incurred in collecting (or attempting to collect) same, all at the aforesaid rate of 24% per annum, calculated monthly, not in advance;

iv) fourthly, to pay and attempt to satisfy the claims of any subsequently registered lienholders, chargees or other encumbrancers (registered against such Defaulting Daycare Owner's unit), in accordance with their respective priorities pursuant to the provisions of the Land Titles Act, R.S.O. 1990, as amended, and any applicable provisions of the Act; and

v) fifthly, the surplus or residue, if any, shall thereafter be paid to the Defaulting Daycare Owner, or to his or her heirs, estate trustees, successors and assigns.

The execution by the Corporation of a certificate confirming that the Corporation does, or does not, maintain or claim a Commercial Utility Lien against the Daycare Centre Unit, pursuant to the foregoing provisions of this section, shall constitute irrefutable evidence and proof of same, and the Corporation shall be obliged to execute such a certificate forthwith upon its receipt of a written request for same from the Declarant, any prospective purchaser, mortgagee or tenant of the

Daycare Centre Unit, or from any other party interested in such information, at a charge, fee or expense to the party so requesting same not exceeding $100 plus HST (but at no charge, fee or expense whatsoever to the Declarant or the Declarant's solicitor requesting same). Any existing or prospective purchaser, mortgagee or lessee of the Defaulting Daycare Owner's unit shall, upon payment to the Corporation of the full amount secured by the Commercial Utility Lien so maintained by the Corporation pursuant to the foregoing provisions of this section, have the right to receive a full and complete discharge or an absolute assignment thereof, provided that such party must first deliver written notice to the Corporation requesting such discharge or assignment, setting forth a date and time for the delivery of such discharge or assignment [which date shall not be less than ten (10) days, nor more than thirty (30) days following the delivery of such notice], and, with the exchange of such discharge or assignment for the monies owing to the Corporation therefor to take place and/or be governed by the following: since electronic registration is now mandatory in the Land Titles Division of the Toronto Registry Office (No. 66), the exchange of such discharge or assignment for the monies owing to the Corporation shall be undertaken pursuant to (and in accordance with) the provisions of a document registration agreement [in the form adopted by the Joint LSUC - CBAO Committee On Electronic Registration Of Title Documents on March 29th, 2004 (and posted onto the Law Society's website on April 8th, 2004), or any successor version thereof], and upon the Corporation's receipt of the full amount secured by the Commercial Utility Lien, the Corporation shall direct its solicitor to electronically execute and release for registration the discharge or assignment of the Commercial Utility Lien to the other party's solicitor.

h) In order to facilitate or expedite the payment of the Utility Monitor's periodic invoices issued in connection with the water and electricity consumption of the Daycare Centre Unit, the Daycare Centre Unit owner shall (forthwith following a written request made by the Corporation or the Utility Monitor to do so) make its requisite payments of the Utility Monitor's invoices by way of a pre-authorized payment plan, and shall execute and deliver such bank forms, authorizations, documents and instruments (including the provision of an unsigned cheque marked "void" from the bank account to be used for making all such payments to the Utility Monitor) as may be reasonably required from time to time by the Corporation or the Utility Monitor in order to implement (and give full force and effect to) any such pre-authorized payment plan. The Utility Monitor may also require a deposit from the Daycare Centre Unit owner (payable in advance of the Utility Monitor undertaking any of its contracted services) not exceeding the estimated cost of the water and electricity consumption attributable to the Daycare Centre Unit for a 3 month period, based on the Utility Monitor's reasonable estimate of same, utilizing prevailing comparable commercial water and electricity consumption standards in the industry. The servicing agreement entered into between the Condominium and the Utility Monitor shall make the Utility Monitor responsible for attending to the maintenance, repair and/or replacement, as and when necessary, of the check meters for water and electricity appurtenant to the Daycare Centre Unit, in order to ensure that each check or consumption meter operates properly, subject however to the overriding obligation of the Corporation to fully pay for (or to forthwith fully reimburse the Utility Monitor for) all costs and expenses incurred in connection with such maintenance or repair work and/or replacement (all of which costs so incurred by the Corporation shall comprise part of the common expenses). In turn, the Utility Monitor shall be entitled to charge a monthly administration fee directly to the Daycare Centre Unit owner (incorporated within each invoice issued from time to time to the Daycare Centre Unit owner for the cost of the water and electricity services so consumed), as compensation for the Utility Monitor's reading and invoicing services. The Utility Monitor's monthly administration fee or charge may also be subject to increase, on an annual basis, to reflect the proportionate increase (if any) in the Consumer Price Index, on each anniversary of the date of registration of this Condominium.

i) Notwithstanding anything contained in this declaration (or in any by-laws or rules hereafter passed or enacted) to the contrary, it is hereby expressly declared and stipulated that all arrears of any check metered utilities (namely for water and/or electricity, as applicable) that arise because any of the invoices issued by the Utility Monitor in connection therewith have not been paid by the Daycare Centre Unit owner, as and when due shall, to the extent permitted by law, thereupon be deemed and construed to constitute common expenses (and shall thereby specifically become common expense arrears), and may thereafter be collected by the Corporation in the same manner (and to the same extent, and with all the same rights and powers) as any other common expense arrears, and accordingly all such arrears of any check metered utilities shall properly constitute the subject matter of a common expense arrears lien, and may be enforceable by way of such lien (ie. with all of the super priority rights applicable thereto, as provided by or under the Act) against the delinquent owner's Daycare Centre Unit; provided however that if the immediately preceding clause is hereafter successfully judicially challenged, then same shall nevertheless not preclude, restrict or limit in any way (nor detract from or negatively effect) the Corporation's

Commercial Utility Lien and the Condominium's enforcement thereof in accordance with the foregoing provisions of sections 44 (f), (g) and (h) of this declaration.

j) Notwithstanding anything contained in this declaration or in any by-laws or rules hereafter passed or enacted to the contrary, it is hereby expressly declared and stipulated that the Corporation and its authorized workmen, agents, representatives and/or contractors shall be entitled to gain reasonable access to (and through) the Daycare Centre Unit (including any access doors located within any wall(s), floor(s) or ceiling(s) of such unit) during those hours of any day when the Daycare Centre Unit is not ordinarily open for business to the general public, on at least 48 hours prior written notice to the Daycare Centre Unit owner and the Daycare Centre Operator [with no such notice being required in the case of an emergency], for the purposes of maintaining, repairing, re-locating, replacing and/or servicing any clean-out valve(s), plumbing stack(s), shut-off valve(s), electrical and/or mechanical switching mechanism(s), and all other utility, mechanical, electrical, plumbing and/or sewage equipment, installations and/or systems, and any appurtenances thereto, which are situate within the confines of the Daycare Centre Unit but which service or benefit any other unit(s) and/or common element area(s) of this Condominium, or alternatively which service or benefit any portion of the Two-Way Shared Facilities exclusively. The Corporation shall be obliged to forthwith reimburse (and shall at all times indemnify and save harmless) the Daycare Centre Unit owner and the Daycare Centre Operator in the event that either or both of them has suffered or incurred any loss or damage to the Daycare Centre Unit or any portion thereof (and/or to any goods, chattels, fixtures or equipment situate therein) as a result of the Corporation's exercise of the foregoing right of entry (or incurred as a result of the Corporation's failure to properly or adequately maintain, repair and/or service the foregoing equipment, installations and/or systems), including without limitation, any loss of revenue occasioned by the interruption of the Daycare Centre Unit's operations as a consequence of the Corporation's exercise of the foregoing right of entry.

Section 45 - <u>Use of the Phase II Recreation Centre Unit</u>
(Being Unit 1 on Level 1)

a) Subject to the overriding provisions set out in subsection 45 (c) hereof, the Phase II Recreation Centre Unit shall be used and enjoyed only by the Declarant, and by the dwelling unit owners within each of the Two Solaris Condominiums, and their respective residents, tenants and invitees, for general recreational purposes, for meetings convened to conduct the business and affairs of either or both of the Two Solaris Condominiums, and for such other uses as are consistent with the equipment, facilities and/or amenities situate within (or comprising part of) the Phase II Recreation Centre Unit, in accordance with all applicable by-laws and regulations of the Governmental Authorities.

b) Save as otherwise provided in this declaration or in the Two-Way Shared Facilities Agreement to the contrary, no provision contained in any of the by-laws or rules of this Condominium shall restrict the access to, egress from and/or use of the Phase II Recreation Centre Unit by the Solaris Phase I Condominium and any of the dwelling unit owners thereof, and/or their respective residents, tenants and invitees, provided however that such access, egress and/or use shall at all times be subject to the overriding provisions of subsection 45(c) hereof, and subject to the reasonable and customary restrictions imposed or implemented by the security personnel operating the shared security concierge station, and said access and egress shall be effected only through the use of a computerized security card entry system (or similar security system).

c) Notwithstanding anything hereinbefore or hereinafter provided to the contrary, and notwithstanding any rules or by-laws hereafter passed or enacted by each of the Two Solaris Condominiums to the contrary, it is hereby expressly declared and stipulated that until the Transfer Date, the Declarant shall be entitled to use and occupy (exclusively) any portion(s) of the Phase II Recreation Centre Unit for its marketing/sales programs undertaken or implemented from time to time in connection with either or both of the Two Solaris Condominiums and/or in connection with any of the other Metrogate Condominiums, and shall be entitled to erect and maintain one or more offices within the Phase II Recreation Centre Unit for its marketing, sales, construction and/or customer-service purposes, together with one or more model suites, at such location(s) within the Phase II Recreation Centre Unit as the Declarant may select, in its sole, unfettered and unchallenged discretion, until such time as the Declarant has sold (and conveyed title to) all of the dwelling units within each of the condominiums comprising the Metrogate Condominium Community (or such lesser number as the Declarant may determine or designate in its sole, unfettered and unchallenged discretion). The cost of erecting, maintaining and ultimately dismantling any such marketing, sales, construction and/or customer service office(s) (and the said model suites, if any) shall be borne solely by the Declarant so installing or erecting same, but the Declarant shall not be charged for the use of the space so occupied within the Phase II Recreation Centre Unit, nor for any utility services (or other services) supplied thereto or consumed thereby, nor shall

either of the Two Solaris Condominiums (or anyone else acting on behalf of the Two Solaris Condominiums) prevent or interfere with the provision of utility services (or any other services ordinarily or customarily provided) to the aforementioned marketing, sales, construction and/or customer service office(s) (and to any model suites). In addition, no actions or steps shall be taken by or on behalf of either of the Two Solaris Condominiums (nor by anyone else) which would prohibit, limit or restrict the access to, egress from and/or use of the Phase II Recreation Centre Unit by the marketing/sales agents and representatives of the Declarant, the construction/customer service employees and representatives of the Declarant, any prospective unit purchasers or other invitees of the Declarant, and/or any retained contractors, subcontractors or licensees of the Declarant, during the opening hours of the aforementioned marketing, sales, construction and/or customer service office(s), provided however that such access and use may nevertheless be subject to the reasonable and customary restrictions imposed or implemented by the security personnel operating the shared security concierge station. The Declarant shall also be entitled to erect and maintain signs for marketing/sales purposes upon or within any portion of the Phase II Recreation Centre Unit, in connection with any marketing program(s) being utilized by the Declarant with respect to the unsold dwelling units in each of the Two Solaris Condominiums and/or any of the other Metrogate Condominiums from time to time, at such locations and having such dimensions and designs as the Declarant may unilaterally determine in its sole, unfettered and unchallenged discretion, until such time as the Declarant has sold (and conveyed title to) all of the dwelling units within each of the condominiums comprising the Metrogate Condominium Community (or such lesser number as the Declarant may determine or designate in its sole, unfettered and unchallenged discretion), all without any charge or cost to the Declarant for the use of the space so occupied, nor for any utility services (or other services) supplied thereto or otherwise consumed in connection therewith. Until the Transfer Date and the establishment of the Two-Way Shared Facilities Committee (as hereinbefore provided or contemplated), the Declarant shall have the unilateral right and authority, in its sole, unfettered and unchallenged discretion, to determine the Two-Way Shared Facilities Costs related to the operation, maintenance and repair of the Phase II Recreation Centre Unit (and to correspondingly prepare and issue the Two-Way Shared Facilities Budget(s) from time to time, on an annual basis), and to also establish the hours of use, as well as designated or restricted areas of use, in respect of the Phase II Recreation Centre Unit or any portion thereof (and to establish rules and regulations with respect to the use of any of the amenities, services, facilities and/or equipment located within same or operated therefrom) to which the Two Solaris Condominiums and all of the dwelling unit owners thereof (and each of their respective residents, tenants and invitees) shall be subject, in order to best co-ordinate the operation and use of the Phase II Recreation Centre Unit with the marketing, sales, construction and/or customer service programs implemented by the Declarant from time to time in connection with each of the Two Solaris Condominiums and/or any of the other Metrogate Condominiums. From and after the Transfer Date and the establishment of the Two-Way Shared Facilities Committee, the use and enjoyment of the Phase II Recreation Centre Unit, as well as the budgeting of the Two-Way Shared Facilities Costs related thereto, shall be governed by the Two-Way Shared Facilities Committee on behalf of the Two Solaris Condominiums , provided however that nothing recommended, endorsed, passed or enacted by or on behalf of the Two-Way Shared Facilities Committee or the Two Solaris Condominiums shall be construed (or be carried out) in a manner which may interfere with (or which may diminish or restrict the right of the Declarant to maintain) any of the aforementioned model suites and/or marketing, sales, construction and/or customer service office(s) as hereinbefore provided, until such time as the Declarant has sold (and conveyed title to) all of the dwelling units within each of the condominiums comprising the Metrogate Condominium Community (or such lesser number as the Declarant may determine or designate in its sole, unfettered and unchallenged discretion) The Declarant shall be entitled at any time, and from time to time, to remove all of the furnishings, fixtures, chattels and equipment located in any model suites and/or in any marketing, sales, construction and/or customer service office(s) situate within the Phase II Recreation Centre Unit (or any portion thereof), or may (at the sole option and discretion of the Declarant) leave any or all of same therein to or for the benefit of the Two Solaris Condominiums jointly.

Section 46 - <u>Use of the Shared Service Room Units</u>
(being units 236 to 240 inclusive on level A)

The Shared Service Room Units shall be used for the purposes of housing or containing mechanical, electrical, plumbing, utility and/or servicing equipment, fixtures and/or facilities (and any appurtenances thereto) utilized in connection with the operation, maintenance and/or repair of any portion of the Two-Way Shared Facilities exclusively, and access thereto shall be restricted to the

authorized agents, employees, contractors and/or tradesmen retained by or on behalf of the Declarant, each of the Two Solaris Condominiums or the Two-Way Shared Facilities Committee (as the case may be), and to any designated board member(s) of either of the Two Solaris Condominiums , and/or any member(s) of the Two-Way Shared Facilities Committee.

Section 47 - Temporary Model Suites

At the time of registration, several unsold dwelling units, parking units and/or locker units in this Condominium may be used as temporary model suites for marketing, leasing and/or sales purposes, and the Declarant, its sales staff and their respective invitees and authorized representatives shall be entitled to use the common elements for access to, and egress from, said model suites. The Declarant shall be entitled to maintain such model suites, together with the right to place or erect on the common elements (and/or within such units being utilized for temporary model suites) all marketing/sale displays and signs, until such time as all of the dwelling units within each of the condominiums comprising the Metrogate Condominium Community (or such lesser number as the Declarant may determine or designate in its sole, unfettered and unchallenged discretion) have been sold and transferred by the Declarant to each of the respective unit purchasers thereof.

PART 8 - LEASING OF UNITS

Section 48 - Notification of lease

a) In accordance with the provisions of section 83 of the Act, where the owner of a unit leases his or her unit, or renews a lease in respect of his or her unit, the owner shall, within thirty (30) days of entering into a lease or any renewal thereof:

i) notify the Corporation in writing that the unit has been leased;

ii) provide the Corporation with the lessee's name, the owner's address for service and a copy of the lease or renewal, or a summary of it in accordance with Form 5, as prescribed by section 40 of O.Reg. 49/01 under the Act; and

iii) provide the lessee with a copy of this declaration, along with copies of the by-laws and rules of the Corporation.

b) If a lease of a unit is terminated and not renewed, the owner of the unit shall notify the Corporation in writing of same.

c) In addition to the foregoing requirements, no owner, other than the Declarant, shall lease his or her dwelling, parking and/or locker unit(s) unless such owner first delivers to the Corporation a binding covenant or agreement signed by the tenant in favour of the Corporation to the following effect:

"I acknowledge and agree that I, the members of my household, and my guests from time to time, will, in using the unit rented by me and the common elements, comply with the Condominium Act 1998, S.O. 1998, as amended, as well as the declaration, by-laws and rules of the condominium corporation during the entire term of my tenancy, and will be subject to the same duties imposed by the above as if I were a unit owner, except for the payment of common expenses, unless otherwise provided by the Condominium Act 1998, S.O. 1998, as amended."

d) The Declarant and each of the dwelling unit owners in this Condominium shall have the right to lease or rent their respective dwelling units from time to time, for any duration, on any number of occasions, and whether in a furnished or unfurnished state, without the consent of the Corporation or the board thereto, and without any restrictions or conditions being imposed with respect thereto, save and except for those set forth in the preceding subparagraphs 48 (a), (b) and (c) hereof, as may be applicable.

e) The Corporation shall not, either directly or indirectly, restrict, limit, or interfere with (nor place any conditions upon) the right of the Declarant or any unit owner to lease or rent his or her dwelling unit, either on a short term or long term lease/licence arrangement basis, and whether in a furnished or unfurnished state, and any by-law or rule hereafter passed or enacted which purports to do so shall be deemed and construed to be ultra vires and unenforceable.

Section 49 - Tenant's Liability

No tenant shall be liable for the payment of common expenses unless notified in writing by the Corporation that the landlord/owner of the unit which the said tenant is occupying is in default of payment of common expenses, and requiring the said tenant to pay to the Corporation an amount equal to the defaulted payment, in which case the tenant shall deduct from the rent otherwise payable to the said landlord/owner, an amount equal to the defaulted payment, and shall forthwith pay same to the Corporation.

Section 50 - Owner's Liability

Any owner leasing his or her unit shall not be relieved thereby from any of his or her obligations with respect to the unit, which obligations shall be joint and several with his or her tenant.

(52)

PART 9 - MAINTENANCE AND REPAIRS

Section 51 - Maintenance and Repairs to the Units

a) Save as otherwise specifically provided in this declaration to the contrary, and save and except for the communication control unit which shall be maintained and repaired by (and at the sole expense of) the Corporation, each owner shall maintain his or her unit, and, subject to the provisions of this declaration, each owner shall repair his or her unit after damage, all at such owner's sole cost and expense, save and except for any requisite repair after normal wear and tear [which is included or encompassed within the obligation to maintain, by virtue of section 90(2) of the Act] and/or any repair of damage for which the cost of repair is recovered under any policy of insurance held or maintained by the Corporation, in which case the Corporation shall be obliged to expend such insurance proceeds in order to undertake and complete all requisite repairs to the damaged unit [excluding, however, any and all improvements made to the damaged unit, as determined by reference to a standard unit for the class of unit to which the unit belongs, as more particularly described in a by-law of the Corporation made under subsection 56(1)(h) of the Act, or alternatively described in a schedule prepared by the Declarant and delivered to the Corporation at the turnover meeting in accordance with subsection 43(5)(h) of the Act, if and where the board has not yet enacted any such by-law].

b) Without limiting the generality of the foregoing, each owner having:

i) a fireplace installed by the Declarant as part of his or her dwelling unit (if and where applicable), shall be responsible for the maintenance and repair of the fireplace, provided however that in those circumstances where a gas-powered fireplace has been installed, the Corporation shall be responsible only for the maintenance and repair of the exhaust pipe appurtenant to such gas-powered fireplace; and

ii) one or more glass or plastic skylights installed by the Declarant as part of his or her dwelling unit (if and where applicable), shall be responsible for cleaning the underside of the skylight(s), but the Corporation shall be responsible for cleaning the exterior or upperside surface thereof, and for repairing any cracks or breakage to (or leakage from) any such skylight(s), provided however that in no event shall the Corporation be liable for repairing any damage caused to any fixtures or chattels within the dwelling unit, or to any other personal property of the affected dwelling unit owner (or of such owner's residents, tenants, invitees or licensees) as a result of such breakage or leakage.

c) No tinted, coloured, mirrored or foil-lined interior window treatments shall be placed, installed or otherwise affixed to (or near) the interior surface of any window pane(s) so as to be visible from the exterior of the Condominium. For greater clarity, only white or off-white window linings, backings or coverings (or only white or off-white window blinds or shutters) that are visible from the exterior of the Condominium may be placed, installed or otherwise affixed to (or near) the interior surface of any window pane.

d) Each owner of a dwelling unit shall be responsible for the cost of maintaining and repairing the fan-coil unit (including the fans, coils, filters, valves, pumps, controls etc., and all equipment appurtenant thereto) comprising all or part of the heating and/or cooling system servicing his or her dwelling unit (hereinafter collectively referred to as each dwelling unit's "**Heating/Cooling System**"), irrespective of whether same is installed or located within or beyond the boundaries of the dwelling unit, as more particularly delineated in Schedule "C" annexed to this declaration, provided however that all maintenance and repair work undertaken in connection therewith shall be arranged by the Corporation, and shall be carried out exclusively by the Corporation's authorized agents, representatives, employees and/or retained contractors or subcontractors, but shall nevertheless be paid for by the affected unit owner immediately upon the Corporation's presentation of an invoice for same, and in the event such invoice is not paid when due, then the provisions of section 51(h) and section 57 of this declaration shall apply. Each owner of a dwelling unit shall accordingly notify the Corporation or the Condominium's property manager regarding any needed maintenance and/or repair work to such owner's Heating/Cooling System (and any equipment appurtenant thereto), as well as any needed maintenance or repair work to the aforementioned fireplace chimney/exhaust pipe (if so installed by the Declarant within the owner's dwelling unit), and shall allow the Corporation's authorized agents, representatives, employees and/or retained contractors or subcontractors, access thereto at all reasonable times in order to carry out said work.

e) The owner of the Daycare Centre Unit shall be responsible for:

i) the cost of all water and electricity utilized or consumed by the Daycare Centre Unit (pursuant to the invoices received directly from the Utility Monitor, pursuant to the water and electricity check or consumption meters appurtenant thereto), as well as the cost of heating, cooling and air-conditioning the Daycare Centre Unit;

ii) the cleaning, maintenance and repair of all exterior and interior windows and doors of the Daycare Centre Unit, and all glass, plastic and other materials enclosing said unit (in whole or in part), including without limitation, the

cost of cleaning and replacing (as and when necessary or desired by such owner) all signs affixed to the interior or exterior of said unit with the permission or approval of the Corporation thereto;

iii) the cost of maintaining and repairing all mechanical, electrical, lighting, heating, cooling, refrigeration and plumbing equipment, fixtures and systems, and all appurtenances thereto, which provide power and/or any other service(s) exclusively to the Daycare Centre Unit, including without limitation, any applicable sewage or drainage system, ecology or air filtration/ventilation system, fire alarm or fire prevention system, sound insulation system, heat insulation system, sprinkler system, security system and/or loading or storage system that exclusively serves the Daycare Centre Unit, regardless of whether such equipment, fixtures and/or systems lie within (or beyond) the boundaries of such unit, as monumented in Schedule "C" of this declaration (and as further described in section 5 of this declaration); and

iv) ensuring, to the extent reasonably possible, that all maintenance and repair work contemplated under the immediately preceding subparagraphs (ii) and (iii) hereof is performed or carried out in such a manner as will cause the least amount of interference with the day-to-day use and operation of the Daycare Centre Unit by the Daycare Centre Operator, its staff and children.

f) The Corporation shall maintain and repair the communication control unit (and any exclusive use common element areas appurtenant thereto), including without limitation, any concrete floor slab and/or ceiling slab encompassed within the boundaries of the communication control unit, and any mechanical, electrical, plumbing, heating and/or cooling equipment (excluding the CCU Equipment and all appurtenances thereto) which may be situate within the confines or boundaries of the communication control unit and which are (or may be) used in connection with the operation, servicing, maintenance and/or repair of the Condominium, and expressly including the roofslab and any waterproof membrane on, above or within the roof, as well as the ballast, any parapet walls, any cladding, wooden and/or concrete catwalks, mechanical rooms, stairwell enclosures, and any other structural elements and roof surface treatments situate within the boundaries of the communication control unit and/or any exclusive use common element areas appurtenant thereto. The Corporation shall cause all maintenance and repair work to the communication control unit to be performed or carried out in such a manner as will produce or cause the least amount of interference with the use and/or enjoyment of the communication control unit by the owner of such unit, and/or his or her agents, tenants, invitees, licensees and contractors. Notwithstanding the foregoing, the owner of the communication control unit shall be obliged to reimburse the Corporation for all reasonable costs incurred in repairing any portion of the communication control unit (and any exclusive use common element areas appurtenant thereto) which are necessitated solely by the installation and/or operation of the CCU Equipment (and not by reason of the Corporation's failure to properly maintain and repair the communication control unit as would a prudent owner of same).

g) Notwithstanding anything hereinbefore provided to the contrary, it is hereby declared and stipulated that each unit owner shall be responsible for all damages to any other unit(s), and to the common elements, which are caused by the failure of such owner to maintain and repair his or her unit in accordance with the provisions of this declaration, save and except for any damages for which the cost of repairing same has been (or will be) recovered or reimbursed under any policy of insurance held or maintained by the Corporation, provided however that any such owner who has failed to so maintain or repair his or her unit shall nevertheless be responsible for fully reimbursing the Corporation forthwith for any insurance deductible amount paid or payable by or on behalf of the Corporation in connection with any insured claim submitted or pursued in respect of any such damages.

h) In accordance with the provisions of section 92 of the Act, the Corporation shall make any repairs that any owner is obligated to make (and that he or she does not make within a reasonable time), after written notice is given to such owner by the Corporation. In such event, the said owner shall be deemed to have consented to having repairs done to his or her unit by the Corporation, and shall reimburse the Corporation in full for the cost of such repairs, including any legal fees and collection costs incurred by the Corporation in order to collect the costs of such repairs, and all such costs shall bear interest at the rate of twenty-four (24%) percent per annum, calculated monthly not in advance, until paid by said owner. The Corporation may collect such costs in one or more instalments (as the board may decide upon), and same shall be added to the monthly contributions towards the common expenses of such owner, after receipt of written notice from the Corporation thereof, and shall be treated in all respects as common expenses, and be recoverable as such (and with corresponding lien rights in favour of the Corporation similar to the case of common expense arrears).

i) In addition to the requirements of section 123 of the Act [which are imposed upon the Corporation when the building has been substantially damaged, as expressly defined or determined in accordance with the provisions of subsection 123(2) of the Act], the Corporation shall deliver, by registered mail to all mortgagees who have notified the Corporation of their interest in any unit (and of their corresponding entitlement to exercise the right of the unit owner to vote), notice that

substantial damage has occurred to the property of the Condominium, together with notice of the meeting to be held to determine whether or not to repair such damage.

j) Notwithstanding anything hereinbefore or hereinafter provided to the contrary, it is hereby declared and stipulated that where a unit owner is responsible (pursuant to the provisions of this declaration) for the maintenance or repair of any matter, item or component which is not fully accessible from or by such owner's unit (or any exclusive use common element areas appurtenant thereto), or alternatively where the Corporation is responsible (pursuant to the foregoing provisions of this declaration) for the maintenance or repair of any portion of such owner's unit, then in either of such circumstances, such owner shall not undertake or complete said maintenance or repair work, but rather shall be obliged to notify the Corporation of the needed or desired maintenance or repair work with respect to same, and shall provide reasonable access to or through such owner's unit (and to any exclusive use common element areas appurtenant thereto) to the Corporation's authorized agents, representatives, employees and/or retained contractors in order to facilitate such maintenance or repair work by the Corporation's authorized agents, representatives, employees and/or retained contractors, and said work shall be carried out and completed at the sole cost and expense of such owner (unless the Corporation was obliged to carry out said work, at its sole cost and expense, in accordance with any of the foregoing provisions hereof). In those circumstances where the owner is solely responsible for the cost of any maintenance or repair work undertaken by the Corporation's authorized agents, representatives, employees and/or retained contractors as hereinbefore provided, the Corporation shall invoice such owner for all costs and expenses incurred in connection with any such maintenance or repair work so undertaken, and the unit owner shall forthwith pay same to the Corporation, failing which all such costs and expenses shall be added to the monthly contributions towards the common expenses of such owner, and shall be treated in all respects as common expenses, and be recoverable as such (and with corresponding lien rights in favour of the Corporation similar to the case of common expense arrears).

Section 52 - <u>Maintenance and Repairs to Common Elements</u>

a) Save as otherwise specifically provided elsewhere in this declaration to the contrary, the Corporation shall be obliged to maintain, and repair after damage, the common elements [including without limitation, any portion of the Two-Way Shared Facilities comprising part of the common elements of this Condominium which the Two-Way Shared Facilities Committee (or the Declarant, prior to the Transfer Date and the establishment of the Two-Way Shared Facilities Committee) has failed to maintain and repair in accordance with the provisions of the Two-Way Shared Facilities Agreement], but excluding any improvements to (and/or any facilities, services and/or amenities installed by any unit owner upon or within) any common element area designated for the exclusive use of any particular unit owner pursuant to Schedule "F" of this declaration.

b) In order to maintain a uniform appearance and/or an aesthetically pleasing and compatible appearance throughout this Condominium, the Corporation's duty to maintain and repair shall extend to:

i) all outdoor landscaping (whether characterized as hard or soft landscaping features or elements) situate within any non-exclusive use common element areas, and for the purposes of this declaration, such maintenance and repair work relative to such outdoor landscaping shall include, without limitation, grass cutting, trimming, fertilizing, weed control and watering;

ii) all outdoor walkways, stairways and driveways comprising part of the common elements, and for the purposes of this declaration, such maintenance and repair work relative to said walkways, stairways and driveways shall include the clearing of snow, ice and debris therefrom;

iii) all exterior perimeter fences or decorative walls erected by the Declarant along the boundaries of the Real Property or any portion thereof (if applicable); and

iv) the exterior surfaces of doors which provide access to the units, and to exterior door frames, exterior window frames and all exterior surfaces of windows and skylights, if any [except for the maintenance and repair of the exterior surfaces of windows within the Daycare Centre Unit, the responsibility for which shall reside solely with the Daycare Centre Unit owner, and except for the maintenance of the exterior surfaces of windows within any dwelling units that are accessible by balconies, patios or terraces, in respect of which the responsibility for maintenance only, but not for repairs, shall reside solely with the affected dwelling unit owner(s)].

c) Notwithstanding anything provided in the preceding sections 52 (a) and (b) hereof to the contrary, and subject to the execution of an AAI Agreement (entered into between the Corporation and the affected unit owner) where required by the Act, it is expressly stipulated and declared that:

i) each unit owner shall be responsible for the maintenance of all interior door and interior window surfaces with respect to his or her unit;

ii) each dwelling unit owner having exclusive use of any balcony, patio or terrace area, shall be responsible for the cleaning, sweeping and general maintenance thereof, and may install any tile or floor covering (excluding any carpeting and under-padding) within any such balcony, patio or terrace area, provided such owner takes all reasonable measures to ensure (as far as reasonably possible) that the concrete surface of such balcony, patio or terrace area remains clean, dry and impervious to water penetration (with a view to avoiding concrete deterioration, delamination and/or corrosion), and provided further that:

A) any such tile or floor covering is impermeable to water, or bonded to the concrete balcony floor so as to prevent water or moisture penetration onto the concrete surface (and incorporates proper details at all protruding elements, such as drains and/or balcony rail anchors, as well as termination details, such as upturns and downturns at the balcony perimeter);

B) details of the installation of such tile or floor covering are supplied by the unit owner to the board or the Corporation's property manager, and such installation has been duly approved by the board or the Corporation's property manager (as the case may be), or alternatively, such proposed tile or floor covering has been approved for installation by the Declarant's original design engineer (at the expense of the unit owner), with such approval being confirmed in writing and addressed and delivered to the board; and

C) in the event that any such tile or floor covering needs to be removed or replaced in order to accommodate any requisite repair work to the common elements, then the cost of such removal and/or replacement shall be borne solely by the affected unit owner;

iii) save and except as otherwise provided in this declaration to the contrary, each dwelling unit owner having exclusive use of any balcony, patio or terrace area, shall not alter or repair said balcony, patio or terrace area, nor apply any paint, stucco, wallpaper, varnish, stain or other materials or finishes to any portion thereof (nor to any portion of the exterior window glazing), nor alter or change the colour, texture and/or materials constituting same, without the prior written consent of the Corporation;

iv) each dwelling unit owner having the benefit of interlocking and/or paved stones, planter boxes, wrought iron fences (or any other type of privacy fence) and/or any other landscaping materials or elements constructed, erected or installed by the Declarant on or within any exclusive use balcony, patio or terrace area appurtenant to the unit of such owner (hereinafter collectively referred to as the "**Exclusive-Use Landscaping Materials**"), shall be responsible for the maintenance and repair thereof, and for the watering and maintenance of all flowers, plants and soil materials growing or placed within same, provided however that all waterproofing/weatherproofing materials, insulation materials, grout and/or crushed stone, and all other materials or substances installed by the Declarant immediately beneath (or on the underside of) the interlocking/paved stones shall be maintained and repaired by the Corporation (at the Corporation's sole cost and expense), and provided further that:

A) if any interlocking stones, concrete slabs, paved stones and/or planter boxes comprising part of the Exclusive-Use Landscaping Materials are required to be removed, replaced and/or reset in order to enable or facilitate the Corporation's maintenance and repair of the aforementioned waterproofing/weatherproofing materials, insulation materials, grout and/or crushed stone, etc., then the Corporation shall (in the absence of any damage caused thereto by the negligence or wilful misconduct of such owner, or of the residents, tenants, invitees or licensees of such owner's unit) be responsible for the cost of such removal, replacement and/or resetting, and shall (to the extent reasonably possible) restore the same to its original condition (at no cost to the affected owner); and

B) no maintenance or repair work intended to be implemented by any owner with respect to the Exclusive-Use Landscaping Materials (or any portion thereof) which might give rise to a change in the colour, texture, design, size, style, composition or appearance thereof shall be made or undertaken by anyone other than the Declarant (or the Declarant's designated agents, representatives, employees and/or retained contractors), or by any contractor(s) approved by the board for and on behalf of the affected owner (at such owner's sole cost, risk and expense), without the prior written consent of the Corporation;

on the express understanding that the foregoing shall not be construed so as to prohibit or restrict any owner having an exclusive use terrace area appurtenant to his or her dwelling unit from placing, within the confines of such terrace area, any flowers, plants, trees, shrubs or other landscaping materials which are growing in one or more portable self-contained planter boxes, and the consent of the Corporation need not be sought or obtained with respect thereto;

v) each dwelling unit owner having the exclusive use of an outdoor terrace area appurtenant to (or allocated to) his or her dwelling unit pursuant to the provisions of Schedule "F" to this declaration, shall, subject to the overriding provisions of subparagraph 52(c)(vi) hereof, be responsible for the maintenance and repair of the terrace landscaping (if any) situate within the confines of such exclusive use terrace area (hereinafter referred to as "**Terrace Landscaping**"), as well as the maintenance and repair of all drains, drainage pipes and hose bibs exclusively servicing such dwelling unit's exclusive use common element terrace area, including without limitation, the responsibility for watering and maintaining all flowers, plants, shrubs and/or trees growing or placed within same, as well as the responsibility for maintaining and repairing all interlocking stones, concrete slabs, paved stones, planter boxes, wrought iron fences (or any other type of privacy fence), and any other materials or features constructed, erected or installed upon or within (or otherwise affixed to) said exclusive use terrace area, provided however that:

A) all waterproofing/weatherproofing materials, insulation materials, grout and/or crushed stone, and all other materials or substances installed by or on behalf of the Declarant immediately beneath (or on the

underside of) any interlocking stones, concrete slabs and/or paved stones shall be maintained and repaired by the Corporation (at no cost or charge to the affected owner); and

B) if any interlocking stones, concrete slabs and/or paved stones are required to be removed, replaced and/or reset in order to enable or facilitate the Corporation's maintenance and repair of the aforementioned waterproofing/weatherproofing materials, insulation materials, grout and/or crushed stone, etc., then the Corporation shall (in the absence of any damage caused thereto by such owner's negligence or wilful misconduct) be responsible for the cost of such removal, replacement and/or resetting, and shall (to the extent reasonably possible) restore the same to its original condition;

vi) notwithstanding anything hereinbefore provided to the contrary, it is expressly declared and stipulated that no addition, alteration, maintenance or repair work which, if implemented by any unit owner, would entail or give rise to a change in the colour, texture, design, size, style or materials comprising any of the interlocking stones, concrete slabs, paved stones, wrought iron fencing (or any other type of privacy fence or screen), planter boxes, plants, trees, shrubs and/or other landscaping materials or features installed by the Declarant upon or within any portion of the common elements, and which are not growing or situate within one or more portable self-contained planter boxes, whether in the course of carrying out such owner's maintenance and repair responsibilities as hereinbefore provided or otherwise, shall be made or implemented without the prior written consent of the Corporation. The owner effecting or implementing any such addition, alteration, maintenance or repair work (or on whose behalf same is being undertaken) shall, despite the consent of the Corporation having been obtained thereto, nevertheless be solely responsible and liable for any damage caused (either directly or indirectly) to any concrete, waterproofing membrane, drainage pipe or other component(s) of the common elements, or to any other unit(s), as a result of any such addition, alteration, maintenance and/or repair having been made by or on behalf of such owner, and shall indemnify and save the Corporation harmless from and against all costs, claims, damages and/or liabilities arising therefrom. The foregoing shall not be construed so as to prohibit or restrict any unit owner that has the exclusive use of an outdoor terrace area appurtenant to (or allocated to) his or her unit (pursuant to the provisions of Schedule "F" annexed hereto) from placing, within the confines of said exclusive use outdoor terrace area, any plants, trees, shrubs or other landscaping materials or features which are growing in one or more portable self-contained planter boxes, and the consent of the Corporation need not be sought or obtained with respect thereto; and

vii) in the event that any dwelling unit owner responsible for maintaining and repairing the Terrace Landscaping situate within the confines of such owner's exclusive use terrace area (in accordance with the foregoing provisions of this declaration) fails to do so, then the Corporation shall be empowered (but not obliged) to enter upon or within any exclusive use common element areas appurtenant to such owner's dwelling unit, in order to enable the Corporation to carry out and complete the maintenance and repair responsibilities of such owner regarding the Terrace Landscaping, on such owner's behalf, and in such case the said owner shall be responsible for reimbursing the Corporation for all costs and expenses incurred by the Corporation in so doing, and all payments to be made by any owner pursuant to this provision shall be deemed to constitute additional contributions towards the common expenses payable by such owner, and shall be recoverable as such (and with corresponding lien rights in favour of the Corporation similar to the case of common expenses arrears).

d) Each unit owner having the exclusive use of a balcony, patio or terrace area shall, upon the Corporation's request, provide access thereto to the Corporation (or to any of its authorized agents, representatives, employees and/or retained contractors), for the purpose of facilitating or expediting the maintenance or repair thereof and/or any unit(s) or common element area(s) in this Condominium, and shall also allow the Declarant and/or the Condominium to temporarily attach or affix to the exterior of any owner's dwelling unit (and/or to any exclusive use common element area appurtenant thereto) a davit arm and appurtenant cables, as well as a swing stage and window washing scaffolding, and/or any other equipment, mechanisms and/or apparatus required or desired to enable or facilitate the cleaning of all windows exterior to the dwelling units not accessible by any balcony, patio or terrace area, and/or any other maintenance or repair work desired to be undertaken by the Corporation to any exterior building components of the Condominium, as well as any maintenance or repair work in respect of the Terrace Landscaping [ie. if and when the unit owner(s) primarily responsible for maintaining or repairing the Terrace Landscaping fail(s) to do so].

e) Notwithstanding anything contained in this declaration to the contrary, it is hereby declared and stipulated that no one shall bring onto, place, affix, erect or install on or within any balcony, patio or terrace area any object, material or thing that exceeds the permissible load(s) set forth or contemplated in the structural plans or specifications of this Condominium.

f) Each unit owner shall forthwith reimburse the Corporation for the cost of repairs made by the Corporation to any windows, skylights and/or doors serving his or her unit, following damage to same caused by such owner's negligence or wilful misconduct, or caused by the negligence or wilful misconduct of the residents, tenants, invitees or licensees of his or her unit (or by anyone else for whose actions such owner is responsible, at law or in equity), and where the cost of rectifying any such damage is recoverable under any policy of insurance maintained by the Corporation, then the owner responsible for such damage as aforesaid shall forthwith reimburse the Corporation for the entire deductible amount payable under such insurance policy.

g) The Corporation shall be responsible for the cost of repairing and/or replacing all door locks respectively leading into (or providing access to) each of the units (as and where applicable) that were originally installed by the Declarant and keyed

to the Corporation's master key entry system, unless any such lock has been damaged by any owner, or by such owner's residents, tenants, invitees, licensees, contractors or customers, in which case the Corporation shall undertake and complete such repair or replacement, but the cost of same shall be borne solely by the affected unit owner, and any such replacement lock shall likewise be keyed to the Corporation's master key entry system. No one shall be entitled to repair or replace any lock on any door leading directly into (or providing access to) any of the units without the prior written approval of the board, and without having any such replacement lock keyed to the Corporation's master key entry system.

h) Notwithstanding anything hereinbefore or hereinafter provided to the contrary, it is hereby declared and stipulated that where a unit owner is responsible (pursuant to the foregoing provisions of this declaration) for the maintenance or repair of any matter, item or component comprising, involving or associated with any exclusive use common element area appurtenant to his or her unit, but which matter, item or component is not fully accessible from or by such owner's unit or exclusive use common element area, or alternatively where the Corporation is responsible (pursuant to the foregoing provisions of this declaration) for the maintenance or repair of any portion of such owner's exclusive use common element area, then in either of such circumstances, such owner shall not undertake or complete said maintenance or repair work, but rather shall be obliged to notify the Corporation of the needed or desired maintenance or repair work with respect to same, and shall provide reasonable access to or through such owner's unit (and to any exclusive use common element areas appurtenant thereto) to the Corporation's authorized agents, representatives, employees and/or retained contractors in order to facilitate such maintenance or repair work by the Corporation's authorized agents, representatives, employees and/or retained contractors, and said work shall be carried out and completed at the sole cost and expense of such owner (unless the Corporation was obliged to carry out said work, at its sole cost and expense, in accordance with any of the foregoing provisions hereof). In those circumstances where the owner is solely responsible for the cost of any maintenance or repair work undertaken by the Corporation's authorized agents, representatives, employees and/or retained contractors as hereinbefore provided, the Corporation shall invoice such owner for all costs and expenses incurred in connection with any such maintenance or repair work so undertaken, and the unit owner shall forthwith pay same to the Corporation, failing which all such costs and expenses shall be added to the monthly contributions towards the common expenses of such owner, and shall be treated in all respects as common expenses, and be recoverable as such (and with corresponding lien rights in favour of the Corporation similar to the case of common expense arrears).

i) In light of the fact that:

i) section 90(2) of the Act provides that the obligation to maintain includes the obligation to repair after normal wear and tear;

ii) sections 93 to 95 inclusive of the Act oblige the Corporation to establish and maintain one or more reserve funds to cover the major repair and replacement of the common elements and assets of the Corporation;

iii) a unit owner who is responsible (pursuant to the foregoing provisions of this declaration) for the maintenance of any matter, item or component comprising, involving or associated with any exclusive use common element area appurtenant to his or her unit, may accordingly be liable for any necessary repairs to such matter, item or component once same has deteriorated in the normal course of use, even though the Corporation may have adequate reserve funds to cover the cost of any major repair work thereto or the replacement thereof;

iv) repair after normal wear and tear (which falls under the rubric of maintenance) that becomes the responsibility of the unit owner individually, rather than of the Corporation, could be prejudicial or detrimental to the best interests of the Corporation, particularly if the requisite work involves (or may otherwise affect) the structural integrity of any portion of the building(s) comprising the Condominium, and is not carried out and completed in a proper, diligent and professional manner; and

v) section 176 of the Act confirms that one cannot contract out of any provisions of the Act (including the alteration of the definition of maintenance or repair established by the Act), while section 91 of the Act expressly allows the declaration to alter or re-allocate the obligations of maintenance and repair respectively, between the Corporation and any one or more unit owners;

it is hereby declared and stipulated that notwithstanding anything hereinbefore or hereinafter provided in this declaration to the contrary, in those circumstances where a unit owner is responsible (pursuant to the foregoing provisions of this declaration) for the maintenance or repair of any matter, item or component comprising, involving or associated with any exclusive use common element area appurtenant to his or her unit (excluding however all improvements made thereto which were not originally installed by or on behalf of the Declarant), then such obligation to maintain or repair shall automatically shift to (and devolve upon) the Corporation immediately before the earlier of:

A. the date when such matter, item or component has been damaged [provided however that if such damage has been caused, either directly or indirectly, by or through the fault, negligent act or omission of the

affected owner (or of such owner's residents, tenants, invitees and/or licensees), then the Corporation shall attend to the repair of such damage, but such repair shall be carried out at the sole cost and expense of the affected owner, and the latter shall fully indemnify and save the Corporation harmless from all costs, damages, expenses and/or liabilities incurred by the Corporation in doing so]; or

B. the date when such matter, item or component has (through normal wear and tear) deteriorated to the point where it requires repair or replacement (for health or safety reasons, or for any other legitimate reason as may be determined by the board from time to time);

whereupon the Corporation shall be solely responsible for the maintenance and repair thereof, and the affected unit owner shall correspondingly be obliged in such circumstances to notify the Corporation of such required maintenance or repair work, and the Corporation's authorized agents, representatives, employees and/or retained contractors shall thereafter carry out such maintenance or repair work, at the Corporation's sole cost and expense (either as a direct expenditure from the Corporation's reserve fund or otherwise), unless the matter, item or component is being repaired because of damage caused by the fault, negligent act or omission of the affected owner (or of such owner's residents, tenants, invitees and/or licensees), in which latter case the entire cost of the repair work shall be borne solely by the affected owner as hereinbefore provided. Once the said matter, item or component has been fully repaired, restored or replaced by the Corporation as aforesaid, then the ongoing obligation thereafter to maintain or repair same shall revert back to the affected owner, as previously provided for in this declaration, subject however to the same automatic shifting of said obligation onto the Corporation at the times and in the circumstances expressly contemplated in subparagraphs A) and B) above.

PART 10 - INSURANCE

Section 53 - Insurance Maintained by the Corporation

a) **All-Risks Insurance**

The Corporation shall obtain and maintain insurance against "all risks" (including insurance against damage caused by fire and "major perils" as defined in section 99(2) the Act) as is generally available from commercial insurers in a standard "all risks" insurance policy, as well as insurance against such other perils or events as the board may from time to time deem advisable, in respect of the Corporation's obligation to repair, and in respect of the unit owners' interests in the units and common elements, in connection with any damage to:

i) the common elements, including any and all improvements or betterments made by or on behalf of the Corporation to any portion of the common elements;

ii) the personal property owned by the Corporation, but excluding all furnishings, furniture and other personal property supplied or installed by any of the unit owners; and

iii) the units, except for any improvements or betterments made thereto or acquired by any of the unit owners;

in an amount equal to the full replacement cost of such real and personal property, and of the units and common elements, without deduction for depreciation. This insurance may be subject to a loss deductible clause as determined by the board from time to time, and which deductible shall be the responsibility of the Corporation in the event of a claim with respect to the units and/or the common elements (or any portion thereof), provided however that if an owner, tenant or other person residing in the unit with the knowledge or permission of the owner, through an act or omission causes damage to such owner's unit, or to any other unit(s), or to any portion of the common elements, in those circumstances where such damage was not caused or contributed by any act or omission of the Corporation (or any of its directors, officers, agents or employees), then the amount which is equivalent to the lesser of the cost of repairing the damage and the deductible limit of the Corporation's insurance policy shall be added to the common expenses payable in respect of such owner's unit. Without limiting the generality of the foregoing, it is hereby declared and stipulated that the Corporation shall also ensure that adequate all-risk insurance has been obtained in respect of the Phase II Recreation Centre Unit (and all equipment, fixtures, furnishings and other personal property situate therein or operated therefrom, from time to time) in an amount equal to cover the full replacement cost thereof, in the event that the Declarant (prior to the Transfer Date and the establishment of the Two-Way Shard Facilities Committee) or the Two-Way Shared Facilities Committee (after the Transfer Date) has failed to obtain and maintain such required insurance coverage, with all premiums and other costs and charges incurred in connection therewith to comprise part of the Two-Way Shared Facilities Costs.

b) **Public Liability, Property Damage and Boiler Insurance**

The Corporation shall obtain and maintain public liability and property damage insurance, together with boiler, machinery and pressure vessel insurance (if applicable), with limits to be determined by the board [but in no event less than two million dollars ($2,000,000.00) of coverage per occurrence], insuring the Corporation against its liability resulting from breach of its duty as occupier of the common elements, and/or arising from the ownership, use and/or operation (by or on behalf of the Corporation) of boilers, machinery, pressure vessels and/or motor vehicles.

c) **General Provisions Regarding Policies of Insurance**

The foregoing policy or policies of insurance shall be required to insure the interests of the Corporation and the unit owners from time to time, as their respective interests may appear (with all mortgagee endorsements being subject to the overriding provisions of the Act, this declaration, and the provisions of any applicable insurance trust agreement), and same shall contain (and be subject to) the following provisions, namely:

i) all proceeds arising from any insured loss or losses shall be payable to the Insurance Trustee (as hereinafter defined), save and except for any insurance proceeds arising from any single insured loss or occurrence that amounts to less than fifteen (15%) percent of the replacement cost of the property covered by the Corporation's insurance policy, in which case such proceeds shall be payable to the Corporation (or to the person whom the Corporation specifies), and not to the Insurance Trustee;

ii) waivers of subrogation against the Corporation and its directors, officers, managers, agents, employees and designated representatives from time to time, and against the unit owners, and their respective residents, tenants, invitees or licensees, except for damage arising from or in connection with any vehicle impact, arson, fraud, vandalism or malicious mischief caused or contributed by any of the aforementioned parties or individuals;

iii) such policy or policies of insurance shall not be cancelled or substantially modified without at least sixty (60) days prior written notice sent by registered mail to all parties whose interests appear (or are expressly noted) thereon, and to the Insurance Trustee (as hereinafter defined);

iv) waivers of any defence based on co-insurance (other than pursuant to a stated amount co-insurance clause expressly set forth in the Corporation's insurance policy), or on any invalidity arising from any act, omission, or breach of a statutory condition, by any insured party;

v) provisions confirming that the same shall be primary insurance in respect of any other insurance carried by the unit owner(s); and

vi) waivers of the insurer's obligation or requirement to repair, rebuild or replace the damaged property, in the event that after damage, the government of the property is terminated pursuant to the Act.

Section 54 - General Provisions Regarding the Corporation's Insurance

a) Prior to obtaining any policy or policies of insurance, and every three (3) years thereafter, and at such other times as the board may deem advisable, the board shall obtain an appraisal from an independent qualified appraiser of the full replacement cost of the common elements and assets of the Corporation, for the purpose of determining the amount of insurance to be effected, and the cost of such appraisal shall be a common expense.

b) The Corporation, the board, and its officers shall have the exclusive right, on behalf of the Corporation and as agents for the owners, to adjust any loss and settle any claims with respect to all insurance placed, held or maintained by the Corporation, and to give such releases as are required, and any claimant, including the owner of a damaged unit, shall be bound by such adjustment; provided however that the board may, in writing, authorize any owner to adjust any loss to his or her unit.

c) Every mortgagee shall be deemed to have agreed to waive any right to have the proceeds of any insurance applied on account of the mortgage indebtedness. This paragraph (c) shall be read without prejudice to the right of any mortgagee to exercise the right of an owner to vote or to consent to any matters at meetings of owners (if the mortgage itself contains such a provision or entitlement), as well as the right of any mortgagee to receive the proceeds of any insurance policy if the property is not repaired or replaced.

d) A certificate or memorandum of all insurance policies (and endorsements thereto) maintained by the Corporation shall be issued as soon as possible to each owner, and to each mortgagee who has notified the Corporation of his or her interest in any unit. A notarial or certified copy of all such policies shall be delivered to each mortgagee who has notified the Corporation of his or her interest in any unit, and who has formally requested same. Renewal certificates or certificates of new insurance policies shall be furnished to each owner, and to each mortgagee who has notified the Corporation of his or her interest in any unit, no later than ten (10) days before the expiry of any current insurance policy. The master policies

of the Corporation's insurance coverage shall be kept and maintained in the office of the Corporation (or at the office of the Corporation's property manager, from time to time), available for inspection by any owner or mortgagee on reasonable notice to the Corporation.

e) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance held or maintained by the Corporation, or to direct that loss (or any proceeds of such insurance) shall be payable in any manner other than as provided for in this declaration.

Section 55 - Indemnity Insurance for Directors and Officers of the Corporation

The Corporation shall obtain and maintain insurance for the benefit of all of the directors and officers of the Corporation, if such insurance is reasonably available, in order to indemnify them against the matters described in subsections 38(1)(a) and (b) of the Act, including any liability, cost, charge or expense incurred by them in the execution of their respective duties (hereinafter collectively referred to as the "**Liabilities**"), provided however that such insurance shall not indemnify any of the directors or officers against any of the Liabilities respectively incurred by them as a result of a breach of their duty to act honestly and in good faith, or in contravention of the provisions of the Act.

Section 56 - Insurance Maintained by the Individual Unit Owners

a) The insurance described in the foregoing provisions of this declaration constitutes the only insurance coverage required to be obtained and maintained by the Corporation. However, **in addition to the Corporation's insurance, the following insurance must be obtained and maintained by each unit owner, at his or her sole cost and expense, throughout the entire period of ownership, namely:**

i) All-risks insurance that provides adequate coverage, on a replacement cost basis, in respect of any and all additions, upgrades, betterments and/or improvements made to the owner's unit (to the extent that same are not included as part of the standard unit for the class of unit to which the owner's unit belongs), together with property damage insurance for all furnishings, equipment, personal property and chattels contained within the owner's unit (or stored elsewhere within the confines of the Condominium property), including his or her automobile(s) and/or bicycle(s), as well as insurance for the loss of use and occupancy of the owner's unit in the event of damage. Such policy or policies of insurance shall contain waivers of subrogation against the Corporation and its directors, officers, managers, agents, employees and designated representatives from time to time, and against all other unit owners (and any residents, tenants, invitees or licensees of such other units), except for any damage arising from (or in connection with) any vehicle impact, arson, fraud, vandalism or malicious mischief caused or contributed by any of the aforementioned parties or individuals;

ii) Public liability insurance (providing coverage of not less than $2 million dollars per occurrence), covering the liability of any owner (including any resident, tenant, invitee or licensee of such owner's unit), for or in respect of any damage occasioned to any other unit(s) or to the common elements [or to any personal property situate within any other unit(s) or the common elements]; and

iii) Insurance covering any deductible amount under the Corporation's master insurance policy, that is payable by a unit owner, or for which a unit owner may be responsible for reimbursing the Corporation (in whole or in part);

on the express understanding that the insurance coverage noted in the preceding subparagraphs (i) and (ii) above, shall not be resorted to merely (or only) if and when the Corporation's master insurance policy does not cover the damage so caused by the affected unit owner (or by the residents or tenants of the affected owner's unit), but rather shall constitute primary insurance that is always resorted to first and foremost if and when any such damage occurs, so that the Corporation's master insurance is, to the extent reasonably possible, not over-utilized.

b) **The following insurance is strongly recommended to be obtained by each unit owner, at his or her sole cost and expense, although same is not mandatory, namely:**

i) Insurance covering additional living expenses incurred by an owner, if forced to leave his or her dwelling unit by one of the hazards protected against under the Corporation's insurance policy or under the owner's personal insurance policy;

ii) Insurance covering any special assessments levied against an owner's unit by the Corporation;

iii) Contingent insurance coverage, in the event that the Corporation's insurance is inadequate to fully cover any particular damage or injury involving or otherwise affecting any owner and/or his or her unit;

iv) For the owner of the Daycare Centre Unit and/or the Daycare Centre Operator:

A. Plate glass insurance covering the cost of repairing and/or replacing any glass or plastic windows, doors and/or enclosure(s) forming part of (or contained within) any portion of the Daycare Centre Unit; and

B. Business interruption insurance, insuring any loss and/or damage arising from the inability of the owner of the Daycare Centre Unit or the Daycare Centre Operator to operate the daycare centre business therefrom, due to any damage to the Daycare Centre Unit or any portion thereof, or arising from any action taken by the Corporation which would prevent or severely restrict the day-to-day operations of the daycare centre; and

v) Any other insurance deemed necessary or desirable by any unit owner and his or her insurance advisors.

Section 57 - <u>Indemnification of the Corporation by Unit Owners</u>

a) Each owner shall indemnify and save the Corporation harmless from and against any loss, cost, damage, injury or liability which the Corporation may suffer or incur resulting from (or caused by) any deliberate or wilful act or omission, or any negligent act or omission, of such owner (or of any resident, tenant, invitee or licensee of such owner's unit, or of anyone else for whose actions or omissions such owner is in law responsible) affecting the common elements (or any portion thereof), the owner's unit and/or any other unit(s), except for any loss, cost, damage, injury or liability insured against by the Corporation and for which proceeds of insurance sufficient to cover any such loss, cost, damage, injury or liability are paid or payable directly to (or for the benefit of) the Corporation. All payments to be made by any owner pursuant to this section shall be deemed to be additional contributions toward the common expenses payable by such owner, and shall be recoverable as such (with corresponding lien rights in favour of the Corporation similar to the case of common expense arrears).

b) Notwithstanding anything contained in this declaration to the contrary, it is expressly declared and stipulated that all costs and expenses (including the Corporation's insurance deductible, if applicable, and all legal fees on a solicitor and his/her own client basis or substantial-indemnity scale, as well as all applicable disbursements) incurred by the Corporation by reason of any breach of any provision(s) of the Act, this declaration, any by-law(s) and/or rule(s) of the Corporation in force from time to time (including a breach of any agreement binding upon the Corporation and expressly authorized or ratified by any by-law of the Corporation), or by reason of any damage or injury occasioned to any unit(s) or any portion of the common elements, committed by any unit owner (or by any resident(s) of such owner's unit, and/or by said owner's respective tenants, invitees or licensees, or by anyone else for whose actions or omissions such owner is in law responsible) shall be fully borne and paid for by (and shall ultimately be the sole responsibility of) such owner, and such owner shall accordingly be obliged to forthwith reimburse the Corporation for the aggregate of all such costs and expenses so incurred, failing which same shall be deemed for all purposes to constitute an additional contribution towards the common expenses payable by such owner, and shall be recoverable as such (with corresponding lien rights in favour of the Corporation against such owner's unit, similar to the case of common expense arrears).

c) Without limiting the generality of the preceding provisions in subparagraphs (a) and (b) above, it is also expressly declared and stipulated that:

i) In the event of any damage in respect of which a claim is being made under the Corporation's insurance policy, each unit owner shall indemnify and save the Corporation harmless from and against the amount which is the lesser of:

A. any deductible amount payable by the Corporation under or pursuant to any policy of insurance held by the Corporation, that is applicable to the insurance claim for the repair of damage to such owner's unit and/or exclusive use common element area(s); or

B. the actual cost attributable to the repair of such owner's unit and/or exclusive use common element area(s);

regardless of fault, so long as the damage is not caused by (nor the result of an act or omission on the part of) the Corporation and/or its directors, officers or agents.

ii) Should an incident cause damage to more than one unit [or to the exclusive use common element area(s) appurtenant to more than one unit], and where such damage was not caused by (nor the result of an act or omission on the part of) the Corporation and/or its directors, officers or agents, then the owner of each unit that has suffered such damage shall indemnify and save the Corporation harmless from and against the amount which is equivalent to such owner's proportionate share of the total deductible amount payable by the Corporation under or pursuant to any policy of insurance held by the Corporation (and that is applicable to the insurance claim for the repair of such damage), on the express understanding that the proportionate share of the deductible payable by each unit owner that has suffered damage shall be determined by the board of directors in its sole, unfettered and unchallenged discretion, after taking into account or applying the deductible thresholds provided in the immediately preceding subparagraph (i) above.

iii) The deductible amount for each policy of insurance held by the Corporation shall be deemed to be reasonable, unless otherwise determined by a court of competent jurisdiction, or by a mediator or arbitrator having jurisdiction to resolve any such dispute regarding the deductible.

Section 58 - Insurance Trust Agreement

a) The Corporation shall enter into, and at all times maintain, an insurance trust agreement (hereinafter referred to as the "**Insurance Trust Agreement**") with a trust company registered under the *Loan and Trust Corporations Act R.S.O. 1990, as amended*, or with a chartered bank or other firm qualified to act as an insurance trustee (hereinbefore and hereinafter referred to as the "**Insurance Trustee**"), and who has also entered into an insurance trust agreement with the Solaris Phase I Condominium. Save as hereinafter otherwise provided, the Insurance Trust Agreement shall provide that the Insurance Trustee shall hold all insurance proceeds (in respect of any and all claims made under any of the Corporation's insurance policies from time to time) in trust, and shall disburse said proceeds in satisfaction of the respective obligations of the Corporation and the unit owners to repair or replace any damage occasioned to any unit(s) and/or the common elements (or any portion thereof), in accordance with the provisions of the Act and this declaration. If substantial damage has occurred to the Condominium [for which the cost of repair is estimated to equal or exceed twenty-five (25%) percent of the replacement cost of all buildings and structures located on the property, as set out in section 123(2) of the Act], and the board has registered a notice terminating the government of the property by or under the Act [following an affirmative vote in favour of terminating the Condominium by owners of at least eighty (80%) percent of the units, pursuant to section 123(7) of the Act], then the Insurance Trustee shall hold all proceeds of insurance received for and on behalf of the owners, in the proportions reflecting their respective interests in the common elements, and shall pay such proceeds (and all other amounts then held by the Insurance Trustee, less all outstanding fees and disbursements owed by the Corporation to the Insurance Trustee pursuant to the provisions of the Insurance Trust Agreement) to the respective owners in such proportions, forthwith following the registration of the aforementioned notice of termination, subject however to paying or applying any owner's proportionate share of such proceeds to pay and satisfy the amount due under any outstanding certificate(s) of lien which may be registered in favour of the Corporation against such owner's unit, and to thereafter pay and satisfy the amount due and owing to any outstanding mortgagees encumbering the owner's unit (in the order of their respective priority). Despite anything contained in this declaration or in any Insurance Trust Agreement to the contrary, it is hereby declared and stipulated that if the proceeds of insurance payable on any one loss or occurrence under any policy of insurance held or maintained by the Corporation amounts to less than fifteen (15%) percent of the replacement cost of the property covered by such policy, then such proceeds shall be paid directly to the Corporation or to any other person whom the Corporation specifies, as expressly provided or contemplated in section 100(1) of the Act (or alternatively such proceeds shall be re-directed to the Corporation by the Insurance Trustee in accordance with the provisions of the Insurance Trust Agreement), and such proceeds shall correspondingly be promptly utilized by or on behalf of the Corporation for the repair or replacement of the damaged unit(s) and/or common element area(s), as the case may be.

b) The Insurance Trust Agreement shall commence upon (or be effective from and after) the date of registration of this Condominium, and shall run for a period of twelve (12) months thereafter, and shall be renewed automatically on an annual basis, subject to the overriding right of the Corporation to terminate the Insurance Trust Agreement at any time, by and upon giving at least sixty (60) days written notice to the Insurance Trustee of the termination date (as expressly provided or contemplated in section 114 of the Act). If the Insurance Trust Agreement is terminated as aforesaid, then the board of directors shall forthwith cause the Corporation to enter into a new Insurance Trust Agreement with another Insurance Trustee, so that an Insurance Trust Agreement will at all times be in existence to serve the Corporation.

PART 11 - DUTIES OF THE CORPORATION

Section 59 - Duties

In addition to any other duties set out elsewhere in this declaration, and specified in the by-laws of the Corporation, the Corporation shall have the following duties, namely:

a) To cause electricity, water, gas and all other requisite utility services to be provided to each of the units in this Condominium, including the Phase II Recreation Centre Unit (and to all amenity areas and facilities situate therein), in order to ensure that the Phase II Recreation Centre Unit (and all amenities and facilities situate therein) are fully functional and operable during normal or customary hours of use (as initially determined by the Declarant prior to the Transfer Date, and thereafter as determined by the Two-Way Shared Facilities Committee on behalf of the Two Solaris Condominiums), and to cause all requisite utility services to be provided to the common elements, including without limitation, to those portions

of the Two-Way Shared Facilities (and specifically to those portions of the Two-Way Shared Underground Garage) situate within the boundaries of this Condominium;

b) To illuminate, maintain and repair (as the case may be) all portions of the Two-Way Shared Facilities respectively situate within the boundaries of this Condominium, in accordance with the provisions of the Act, this declaration and the Two-Way Shared Facilities Agreement, including without limitation, the maintenance and repair of the Solaris Crash Wall and any retaining walls or exterior perimeter fences erected along the boundaries of this Condominium (or any portion thereof), as well as this Condominium's landscaping treatments and features (including all plantings, and both hard and soft landscaping elements installed within any non-exclusive use common element areas), and to clean and remove all dirt, debris and snow from all portions of the common interior roadway which provides access to, and egress from, each of the Two Solaris Condominiums from and along Village Green Square, and from all walkways, driveways and garage ramps leading into or out of the Two-Way Shared Underground Garage (and which are correspondingly situate within the boundaries of this Condominium), and to clean and remove all dirt and debris from all portions of the Two-Way Shared Underground Garage situate within the boundaries of this Condominium [but only in the event that any of the foregoing items are not maintained and repaired by (or pursuant to the directions or recommendations of) the Declarant initially, and subsequently by the Two-Way Shared Facilities Committee on behalf of the Two Solaris Condominiums , in accordance with the provisions of the Two-Way Shared Facilities Agreement], and to correspondingly remove snow, ice and debris from the public sidewalk areas along the perimeter of this Condominium (including the sidewalk areas adjacent to the Daycare Centre Unit);

c) To take all requisite steps to ensure that all easement areas appurtenant to the Real Property, as well as all servient easement areas affecting (or in respect of) the Real Property, are maintained and repaired, as and when required, in accordance with the provisions of the Two-Way Shared Facilities Agreement;

d) To ensure that no actions or steps are taken by the Corporation, or by any one else, which would prohibit, limit or restrict the access and egress of the Declarant and its designated agents, representatives, employees and contractors over any portion of the common elements, in order to facilitate the Declarant's construction and completion of all buildings and structures situate within the confines of the Real Property;

e) To ensure that no actions or steps are taken by the Corporation, or by any one else, which would prohibit, limit or restrict the access to, egress from and/or use of the Two-Way Shared Facilities (including the Phase II Recreation Centre Unit) by the Declarant, and any others within the Metrogate Group, and their respective designated representatives, agents, employees, contractors and invitees, in connection with the marketing and sales efforts and/or customer service programs implemented from time to time by the Declarant (and any others within the Metrogate Group), in connection with each of the Two Solaris Condominiums [and/or in connection with the marketing and sale of any units in any of the other condominiums comprising part of the Metrogate Condominium Community], as expressly provided or contemplated in this declaration;

f) To ensure that no actions or steps are taken by the Corporation, or by any one else, which would prohibit, limit or restrict the pedestrian and/or vehicular access and egress over the common interior roadway and adjoining walkways, the garage ramps, and all underground garage drivelanes and walkways situate within the boundaries of this Condominium, by the Declarant and the unit owners of the Solaris Phase I Condominium from time to time, and their respective residents, tenants and invitees from time to time, as expressly provided or contemplated in this declaration and/or as specified in the Two-Way Shared Facilities Agreement;

g) To ensure that no actions or steps are taken by the Corporation, or by any one else, which would prohibit, limit or restrict the pedestrian egress from the Two-Way Shared Underground Garage, for fire and emergency purposes, by the unit owners of the Solaris Phase I Condominium from time to time, and their respective residents, tenants, invitees and licensees from time to time, through the designated stairwells and fire exit doors situate within this Condominium;

h) To ensure that no actions or steps are taken by the Corporation, or by any one else, which would prohibit, limit or restrict the use and enjoyment of the Phase II Recreation Centre Unit by each of:

i) the Declarant, and any others within the Metrogate Group, and their respective employees, agents, representatives, retained contractors or subcontractors, invitees and/or licensees, in connection with any of the marketing, sales, construction and/or customer-service program(s) implemented by the Declarant (and/or any others within the Metrogate Group) from time to time, as expressly contemplated or provided for in this declaration and the Two-Way Shared Facilities Agreement; and

ii) the dwelling unit owners of the Solaris Phase I Condominium from time to time, and their respective residents, tenants and invitees from time to time, as expressly provided or contemplated in this declaration and the Two-Way Shared Facilities Agreement;

and to correspondingly ensure that neither the Phase II Recreation Centre Unit, nor any of the equipment, facilities or amenities situate therein or operated therefrom, are accessed, used and/or enjoyed by the Daycare Centre Unit owner or the Daycare Centre Operator (nor by their respective agents, employees, workmen, customers, contractors, invitees or licensees), nor by any children, parents or other occupants of the Daycare Centre Unit, nor by any of the owners, tenants and/or occupants of any of the commercial/retail units in the Solaris Phase I Condominium (nor by any of their respective employees and/or customers);

i) To execute a counterpart to the Two-Way Shared Facilities Agreement along with the Declarant (and with or without the Solaris Phase I Condominium as a party or signatory thereto) as soon as reasonably possible after the registration of this declaration, and to abide by and comply with all of the terms and provisions of the Two-Way Shared Facilities Agreement and such counterpart agreement, insofar as this Condominium and the Real Property are concerned, and to the extent possible, compel the observance and compliance with the provisions of the Two-Way Shared Facilities Agreement by all unit owners in this Condominium, and their respective residents, tenants and invitees, including without limitation, any provisions obliging this Condominium to hereafter grant or convey (for nil consideration) any additional easements over portions of the common elements of this Condominium, to and in favour of the Solaris Phase I Condominium (and correspondingly executing all requisite transfers of easement in registerable form, and delivering same to the Solaris Phase I Condominium or the Declarant for registration), as well as any provisions obliging this Condominium to hereafter accept the grant and conveyance (for nil consideration) of any additional appurtenant easements to and in favour of this Condominium over portions of the Solaris Phase I Lands, as may be provided or contemplated in the Two-Way Shared Facilities Agreement;

j) To pay this Condominium's Proportionate Two-Way Share of the Two-Way Shared Facilities Costs (in accordance with the foregoing provisions of this declaration, and the Two-Way Shared Facilities Agreement), pursuant to the Two-Way Shared Facilities Budget(s) prepared and submitted from time to time;

k) To execute, forthwith upon the request of the Declarant at any time following the registration of this Condominium, such documents, releases and assurances as the Declarant may reasonably require in order to evidence and confirm the formal cessation of the Declarant's obligations and liabilities to pay any portion of the Two-Way Shared Facilities Costs for and on behalf of this Condominium, arising under (or pursuant to) the provisions of the declaration of the Solaris Phase I Condominium, the Two-Way Shared Facilities Agreement or otherwise;

l) To enter into the Daycare Centre Agreement with the Solaris Phase I Condominium and the Declarant as soon as reasonably possible after the registration of this Condominium, and to abide by and comply with all of the terms and provisions thereof, and to also accept and comply with the decisions of the Daycare Centre Committee made from time to time regarding the co-ownership, operation, insurance, maintenance and/or repair of each of the Daycare Centres, including without limitation, all decisions of the Daycare Centre Committee with respect to any maintenance and/or repair work involving the Daycare Centres or any portion thereof (and with respect to all services, facilities, works, operations and other matters involving the Daycare Centres) for which the Metrogate Condominiums are liable under the provisions of the Section 37 Agreement, as well as the provisions of sections 35, 36 and 37 of this declaration;

m) To pay this Condominium's Proportionate Daycare Centre Share of the Daycare Centre Costs and the Public Park & Art Costs respectively (in accordance with the foregoing provisions of this declaration, and the Daycare Centre Agreement), pursuant to the Daycare Centre Budget(s) prepared and submitted from time to time, together with all other monies payable by the Corporation arising from the provisions of the Daycare Centre Agreement (including without limitation, any monies payable by virtue of the Daycare Centre Lease entered into with the Daycare Centre Operator or the City of Toronto in respect of each of the Daycare Centres);

n) To execute, forthwith upon the request of the Declarant made at any time following the registration of this Condominium, the trust agreement referred to in section 31(a) of this declaration (if so requested to do so by the Declarant), and all related documents and affidavits which may assist the Declarant in ultimately conveying registered title to the Daycare Centres to each of the Metrogate Condominiums in accordance with their respective Proportionate Daycare Centre Interests (once all of the Metrogate Condominiums intended to be developed within the Metrogate Site have been duly registered), for nil consideration and with no land transfer tax being exigible in connection therewith, and in connection with the foregoing, the Corporation shall accept the conveyance from the Declarant (for nil consideration) of its Proportionate Daycare Centre Interest in and to the Daycare Centres, and shall execute all requisite documents and affidavits (and shall provide such additional assurances) as may be reasonably required to carry out or implement the foregoing conveyance and the registration thereof in the Land Titles Division of the Toronto Registry Office (No. 66);

o) To abide by, and comply with, the terms and provisions of the following outstanding agreements [and any successor or supplementary agreement(s) with respect thereto] which are (or may be) registered against the units and/or common elements of this Condominium (hereinafter collectively referred to as the "**Outstanding Municipal Agreements**"), namely:

i) an outstanding density bonus/development agreement entered into between the Declarant and the City of Toronto, in accordance with Section 37 of the *Planning Act R.S.O. 1990, as amended*, and registered as **Instrument No. AT-1911924,** as amended by **Instrument No. AT-2384462** (hereinbefore and hereinafter collectively referred to as the "**Section 37 Agreement**");

ii) an outstanding agreement entered into by the Declarant with the Greater Toronto Transit Authority and registered as **Instrument No. AT-1910282**, pertaining to, amongst other things, the maintenance and repair of the Solaris Crash Wall (hereinbefore and hereinafter referred to as the "**Solaris Crash Wall Agreement**");

iii) an outstanding subdivision agreement entered into between the Declarant and the City of Toronto, pertaining to, amongst other things, the servicing and development of the lands comprising the Metrogate Site, and the creation of the Public Park, and registered as **Instrument No. AT-1917108** (hereinbefore and hereinafter referred to as the "**Subdivision Agreement**"); and

iv) an outstanding site plan agreement between the Declarant and the City of Toronto , pertaining to the development of each of the Two Solaris Condominiums, and registered as **Instrument No. AT-2176768**; (hereinafter referred to as the "**Site Plan Agreement**");

p) To assume, perform and fulfil, immediately after the registration of this declaration, all of the outstanding and/or ongoing obligations and liabilities of the Declarant arising under the Outstanding Municipal Agreements, including the obligation to maintain the works, services and/or facilities constructed or installed by the Declarant upon or within the Real Property, and to execute and deliver such further documents and/or assurances as the City of Toronto and/or the Declarant may hereafter require or desire, from time to time, in order to evidence and confirm the foregoing assumption by the Corporation of said obligations and liabilities. The foregoing duty shall also expressly include the obligation of this Condominium to:

i) enter into (and abide by the terms and provisions of) an assumption agreement entered into with the Declarant, and with or without the City of Toronto as a party or signatory thereto, but nevertheless enforceable by the City of Toronto against the Corporation (hereinafter referred to as the "**Assumption Agreement**"), pursuant to which the Corporation shall formally evidence and confirm its assumption of all outstanding and ongoing obligations and liabilities of the Declarant arising under any or all of the Outstanding Municipal Agreements, including without limitation, the obligation to keep and maintain the Solaris Crash Wall in good condition and repair, and to procure and maintain adequate replacement cost insurance for the Solaris Crash Wall in the event same is damaged and needs to be repaired or replaced (with all costs so incurred in connection with any such maintenance, repair and insurance obligations to comprise part of the Two-Way Shared Facilities Costs that will ultimately be borne and paid for by each of the Two Solaris Condominiums);

ii) not alter the grading or slope of the Real Property (or any portion thereof), nor obstruct or interfere with any drains or drainage pattern(s) in respect of the Real Property (nor permit or allow any one else to alter the grading and/or slope of the Real Property, or to alter or interfere with any drains or drainage pattern(s) in respect of the Real Property), nor alter the width of any driveway(s) situate within the confines of this Condominium, except in accordance with the lot grading and building siting control plan approved by the City of Toronto, without the prior written consent of the City of Toronto, and to maintain any such alterations to the grading, slope and/or drainage patterns of the Real Property so approved by the City of Toronto; and

iii) make no alterations whatsoever to the existing grading and drainage patterns affecting the Metrolinx lands situate adjacent to the east of this Condominium, without receiving the prior written concurrence of Metrolinx thereto;

iv) not alter, nor tamper or interfere with, the Solaris Crash Wall (or any portion thereof) situate beyond the perimeter of the Solaris Phase II Lands (adjacent to the Metrolinx/Go Transit/CN Railway line to the east of this Condominium), nor the security and acoustic fencing, and the noise mitigation measures and the vibration isolation measures implemented by the Declarant in connection with the development of this Condominium (and the other neighbouring Metrogate Condominiums) pursuant to the requirements of the City of Toronto and/or Metrolinx/Go Transit Authority, and to the extent possible, ensure that no actions or steps are taken by any one else to alter, tamper or interfere with the Solaris Crash Wall and the aforementioned security and acoustic fencing, and said noise mitigation and vibration isolation measures, and to maintain such noise mitigation measures and vibration isolation measures to the satisfaction of the City of Toronto and/or Metrolinx/Go Transit Authority; and

v) indemnify and save the Declarant harmless, from and against all costs, claims, damages and/or liabilities which the Declarant may hereafter suffer or incur as a result of (or in connection with):

A. any claim or proceeding hereafter made or pursued against the Declarant by the City of Toronto and/or Metrolinx/Go Transit because of any breach of the duties or obligations outlined in subsection 59(p)(ii), (iii) and (iv) above, and/or because of any breach of any term(s) or provision(s) of any of the Outstanding Municipal Agreements committed by the Corporation (or by anyone else for whose actions or omissions the Corporation is liable, at law or in equity); and/or

B. any security heretofore provided or posted by the Declarant with the City of Toronto (to ensure the fulfilment of any outstanding obligations arising under any of the Outstanding Municipal Agreements) being drawn down upon by the City of Toronto (in whole or in part), as a direct or indirect result of any breach of any

term(s) or provision(s) of any of the Outstanding Municipal Agreements committed by the Corporation (or by anyone else for whose actions or omissions the Corporation is liable, at law or in equity);

q) To accept, at any time from and after the Transfer Date, title for nil consideration to [and to execute the requisite land transfer tax affidavit(s) and all other documents and instruments necessary to effect or authorize the registration of a deed/transfer in respect of] this Condominium's Proportionate Two-Way Interest in (and corresponding tenancy-in-common ownership interest in) the Two-Way Shared Units, from the Declarant as transferor to the Corporation as transferee (and possibly with the Solaris Phase I Condominium being included in any such deed/transfer as a co-transferee, in respect of the Solaris Phase I Condominium's Proportionate Two-Way Interest therein), in accordance with the provisions of this declaration and the Two-Way Shared Facilities Agreement, and to accept and register such transfer of title in respect of the Two-Way Shared Units without requiring or requisitioning anything else from the Declarant in connection therewith (and specifically without requiring or requisitioning any undertakings, indemnities and/or opinions from the Declarant or its solicitors);

r) To accept, at any time hereafter and from time to time, title to [and to execute the requisite land transfer tax affidavit(s) and all other documents and instruments necessary to effect or authorize the registration of] a transfer and conveyance (for nil consideration) of any easements granted to this Condominium over portions of the Solaris Phase I Lands (or portions of the common elements of the Solaris Phase I Condominium) which may be needed for pedestrian and/or vehicular access and egress thereover, and/or for servicing or other related purposes;

s) To require, in the event that any unsold parking units and locker units (or any other units) so retained by the Declarant are hereafter transferred and conveyed to the Corporation (either for valuable consideration or for nil consideration, and whether in conjunction with any negotiated settlement or release of any claim by or on behalf of this Condominium, or otherwise), nothing more than the electronic transfer of title thereto (and the electronic registration of all discharges in respect of any outstanding mortgages or charges encumbering same, if applicable, along with satisfactory evidence that there are no outstanding arrears of realty taxes assessed against same), and without requiring or requisitioning any other documents, certificates, statutory declarations, opinions, indemnities and/or undertakings from or by (or on behalf of) the Declarant or the Declarant's solicitors in connection therewith. The foregoing duty shall also include the obligation of this Condominium to forthwith accept upon the request of the Declarant, at any time hereafter, title to any unsold parking unit(s), locker unit(s) and/or any other unit(s) so retained by the Declarant and which the Declarant wishes to convey to this Condominium for nil consideration, provided that title thereto is conveyed free and clear of any outstanding mortgages or charges (or provided that any such outstanding mortgages or charges encumbering same are discharged forthwith following any such conveyance to this Condominium, at the sole cost and expense of the Declarant), and provided further that all outstanding realty taxes assessed against same have been fully paid by or on behalf of the Declarant, without requiring or requisitioning any other documents, certificates, statutory declarations, opinions, indemnities and/or undertakings from or by (or on behalf of) the Declarant or the Declarant's solicitors in connection therewith;

t) To enter into, and abide by the provisions of, a servicing agreement with the Utility Monitor (initially designated by the Declarant to be Provident Energy Management Inc.), pursuant to which the Utility Monitor shall be retained by the Corporation to:

i) read the thermal check meter and each of the hot water and electricity check meters appurtenant to each of the dwelling units, on a periodic basis, and to correspondingly issue invoices to each of the respective dwelling unit owners for the cost of their respective consumption of hot water and electricity services, and for the cost of heating and cooling their respective dwelling units, determined in accordance with the Utility Monitor's check meter readings;

ii) read the check or consumption meters for water and electricity service appurtenant to the Daycare Centre Unit on a periodic basis, and to correspondingly issue invoices to the Daycare Centre Unit owner for the cost of the Daycare Centre Unit's consumption of water and electricity, determined in accordance with the Utility Monitor's check meter readings;

iii) attend to the maintenance, repair and/or replacement, as and when necessary, of each of the thermal check meters and the hot water and electricity check meters appurtenant to each of the dwelling units, as well as the check meters for water and electricity service appurtenant to the Daycare Centre Unit, subject to the overriding obligation of the Corporation to fully pay for (or to forthwith fully reimburse the Utility Monitor for) all costs and expenses incurred in connection with such maintenance or repair work and/or replacement of any of the said meters or check meters appurtenant to each of the dwelling units and the Daycare Centre Unit in this Condominium; and

iv) charge back the cost of such meter and/or sub-meter reading and invoicing services, to each of the dwelling unit owners and the Daycare Centre Unit owner respectively;

u) To take all reasonable steps to ensure that the thermal check meters and the hot water and electricity check meters appurtenant to each of the dwelling units, as well as each of the check meters for water and electricity service appurtenant to the Daycare Centre Unit are in good working order (and properly tested and serviced from time to time), and that said meters or sub-meters are read by the Utility Monitor (and invoices reflecting the cost of water and electricity consumption, based on said meter and/or sub-meter readings, are correspondingly issued by the Utility Monitor) on a periodic basis, as and when required in accordance with the foregoing provisions of this declaration, and to correspondingly:

i) collect from each dwelling unit owner his or her unpaid P.S.R.U.C. amount(s) from time to time, and to maintain and enforce the Corporation's Residential Utility Lien against the dwelling unit of each Defaulting Residential Owner, pursuant to the foregoing provisions of this declaration;

ii) collect from the Daycare Centre Unit owner his or her unpaid P.S.U.C. amount(s) from time to time, and to maintain and enforce the Corporation's Commercial Utility Lien against the Daycare Centre Unit, pursuant to the foregoing provisions of this declaration; and

iii) pay for (or forthwith fully reimburse the Utility Monitor for) all costs and expenses incurred in connection with any required maintenance, repair and/or replacement of any of the meters and/or sub-meters appurtenant to each of the dwelling units and the Daycare Centre Unit respectively;

v) To enter into an agreement with the Declarant immediately after the registration of this declaration (hereinafter referred to as the "**License Agreement**"), if so required by the Governmental Authorities or requested by the Declarant, pursuant to which the Corporation shall formally grant the Declarant a license (for nil consideration) to enter upon the common elements for the purposes of complying with all of the terms and provisions of the Outstanding Municipal Agreements, which license shall automatically expire upon the completion and fulfilment of all obligations of the Declarant thereunder (but in no case later than 21 years less a day following the registration of this declaration, in order to obviate any contravention of the subdivision-control and part-lot control provisions of *the Planning Act R.S.O. 1990, as amended*), and which license shall be duly authorized by a by-law of the Corporation enacted in accordance with the provisions of the Act;

w) To grant, immediately after the registration of this Condominium if so required by the Declarant, an easement in perpetuity in favour of the local electricity authority or provider (hereinafter referred to as the "**Electricity Company**"), over, under, upon, across and through the common elements, for the purposes of facilitating the construction, installation, operation, inspection, maintenance and/or repair of the Electricity Company's electricity plant, pipes, cables, conduits, service lines, wires and equipment (and all necessary appurtenances thereto) in order to facilitate the supply of electricity to each of the dwelling units, the Daycare Centre Unit and designated portions of the common elements in this Condominium, and if so requested by the Electricity Company, to enter into (and abide by the terms and provisions of) an agreement with the Electricity Company pertaining to the provision of electricity to this Condominium (hereinafter referred to as the "**Electricity Agreement**");

x) To grant, immediately after the registration of this Condominium if so required by the Declarant, an easement in perpetuity in favour of the local gas authority or provider (hereinbefore and hereinafter referred to as the "**Gas Supplier**" or the "**Gas Company**"), over, under, upon, across and through the common elements, for the purposes of facilitating the construction, installation, operation, inspection, maintenance and/or repair of the Gas Company's pipes, cables, conduits, service lines, wires and equipment (and all necessary appurtenances thereto) in order to facilitate the supply of natural gas to this Condominium, and if so requested by the Gas Company, to enter into (and abide by the terms and provisions of) an agreement with the Gas Company pertaining to the provision of natural gas to this Condominium (hereinafter referred to as the "**Gas Agreement**");

y) To grant (for nil consideration), immediately after the registration of this Condominium if so required by the Declarant, an easement in perpetuity in favour of one or more cable television, telephone and/or telecommunication service providers (hereinafter collectively referred to as the "**Telecommunication Service Providers**"), over, under, upon, across and through the common elements, for the purposes of facilitating the construction, installation, operation, inspection, maintenance and/or repair of cable television, telephone and/or other telecommunication service lines, wires, cables and equipment (and all necessary appurtenances thereto) in order to facilitate the supply of cable television, telephone and/or other telecommunication services to each of the dwelling units, the Daycare Centre Unit and designated portions of the common elements in this Condominium by any or all of the Telecommunication Service Providers (with each unit owner being separately billed or invoiced directly by the Telecommunication Service Providers for all cable television, telephone and any other telecommunication services so consumed), and if so requested by any or all of the Telecommunication Service Providers, the Corporation shall enter into (and abide by the terms and provisions of) one or more easement/servicing agreements between this Condominium and each of the Telecommunication Service Providers, pertaining to the provision

of cable television, telephone and/or other telecommunication services to this Condominium (hereinafter collectively referred to as the **"Telecommunication Agreements"**), on the express understanding that:

i) any or all of the Telecommunication Service Providers may retain ownership of all wires, cables, conduits and appurtenant equipment associated with the provision and distribution of its/their cable television, telephone and/or other telecommunication services to this Condominium; and

ii) the aforementioned easements and/or the Telecommunication Agreements may specifically allow each of the Telecommunication Service Providers access to and from the common elements of this Condominium for the purposes of facilitating the promotion and marketing of their respective telecommunication services and products, from time to time;

z) To take all reasonable steps to ensure that all deliveries (eg. of all goods, supplies, materials, products, furniture and/or equipment) to the Daycare Centre Unit are made directly through the exterior front door of the Daycare Centre Unit (adjacent to Village Green Square), and not from or through the main lobby of this Condominium or elsewhere;

aa) To ensure that no actions or steps are taken by or on behalf of the Corporation or by anyone else, which would limit, restrict or interfere with the pedestrian access and egress of the Daycare Centre Unit owner and the Daycare Centre Operator (and their respective authorized agents, representatives, employees and/or contractors), and the children attending the daycare centre and their respective parents, guardians and/or custodians, over, across, upon and through all outdoor and indoor walkways, corridors, stairwells and/or ramps within this Condominium which lead to the Daycare Centre Unit, during the operating hours of the daycare centre, subject however to such reasonable and customary restrictions on access thereto and egress therefrom as may be implemented by the security personnel retained by or on behalf of the Corporation or the Two Solaris Condominiums;

bb) To ensure that the 9 indoor parking spaces included or incorporated within the Daycare Centre Unit are only used for parking purposes by the Daycare Centre Operator and its authorized employees or designated representatives from time to time;

cc) Save as otherwise provided or contemplated in this declaration, to ensure that no actions or steps are taken by or on behalf of the Corporation or by any unit owners (nor by any of their respective tenants, residents, employees, invitees or licensees) which would limit, restrict or otherwise interfere with:

i) the general public's access to and egress from the Daycare Centre Unit, from and along the south side of Village Green Square; and

ii) the amount of sunlight reaching or coming into the Daycare Centre Unit through any windows, glass or plastic skylights, canopies and/or other enclosures comprising part of (or contained within) the Daycare Centre Unit;

dd) To ensure that no sign or other advertising material is installed or affixed by anyone within the interior of the Daycare Centre Unit that is visible from the exterior of such unit, and that no exterior signage is affixed, placed or installed within or upon the Daycare Centre Unit (or any portion thereof), unless and until the size, design, graphics, colour, composition, text and location thereof has first been approved by the Declarant or the Corporation, and same otherwise complies in all respects with the provisions of the Applicable Zoning By-laws;

ee) To ensure that no actions or steps are taken by or on behalf of the Corporation or by anyone else which would limit, restrict or interfere with the right of the Daycare Centre Unit owner or the Daycare Centre Operator to install any desired interior partitions, lighting, plumbing and/or mechanical improvements and equipment within the boundaries of the Daycare Centre Unit, subject to the prior approval thereof by the Corporation or the Daycare Centre Committee (as and when the latter is established), and which approval shall not be unreasonably withheld or delayed;

ff) To ensure (to the extent reasonably possible) that the Daycare Centre Operator places the garbage emanating from the Daycare Centre Unit into one or more designated daycare centre garbage containers or bins situate within (and stored within) the boundaries of the Daycare Centre Unit, and co-ordinates the scheduling of all garbage pick-up and removal services with respect to the Daycare Centre Unit's garbage in conjunction with (and with the prior approval of) the Condominium's property manager or building superintendent (including the timing and frequency of the transportation of the Daycare Centre Unit's garbage, by the Condominium's resident superintendent, from the Daycare Centre Unit's garbage storage area to the designated exterior garbage pad situate on level 1), and that no garbage and/or garbage containers are left outside on the sidewalk area or along any portion of the perimeter of this Condominium at any time;

gg) To arrange for a trained person to be present at all times during the respective collection/removal of the residential garbage and the Daycare Centre Unit's garbage from this Condominium, in order to properly manoeuvre and transport the Condominium's residential garbage containers (situate within the residential garbage storage/recycling room), as well as the respective garbage containers of the Daycare Centre Unit, to the exterior concrete collection pad, and onto the garbage

collection vehicles, and to act as a flagperson when such vehicles are reversing, and to ensure that no garbage containers whatsoever are left outside, except on the mornings of designated garbage pick-up days;

hh) To take all reasonable steps to cause the Corporation's authorized workmen, agents, representatives and/or contractors to gain reasonable access to (and through) the Daycare Centre Unit, including any access doors located within any wall(s), floor(s) or ceiling(s) of such unit during those hours of any day when the Daycare Centre Unit is not ordinarily open for business, on at least 48 hours prior written notice to the Daycare Centre Unit owner and the Daycare Centre Operator [with no such notice being required in the case of an emergency], for the purposes of maintaining, repairing, re-locating, replacing and/or servicing any clean-out valve(s), plumbing stack(s), shut-off valve(s), electrical and/or mechanical switching mechanism(s), and all other utility, mechanical, electrical, plumbing and/or sewage equipment, installations and/or systems, and any appurtenances thereto, which are situate within the confines of the Daycare Centre Unit but which service or benefit any other unit(s) or common element area(s) in this Condominium, provided that the Corporation forthwith reimburses (and agrees to indemnify and save harmless) the Daycare Centre Unit owner and the Daycare Centre Operator who has suffered or incurred any loss or damage to the Daycare Centre Unit or any portion thereof (and/or to any goods, chattels, fixtures or equipment situate therein) as a result of the Corporation's exercise of the foregoing right of entry (or incurred as a result of the failure by the Corporation to properly or adequately maintain, repair, re-locate, replace and/or service the foregoing equipment, installations and/or systems), including without limitation, any loss of revenue occasioned by the interruption of the daycare centre business operated from the Daycare Centre Unit as a consequence of (or in connection with) the Corporation's exercise of the foregoing right of entry;

ii) To ensure (to the extent reasonably possible) that an AAI Agreement is entered into by the Corporation with any dwelling unit owner desiring to make any addition, alteration or improvement to any exclusive use common element area(s) appurtenant to such owner's dwelling unit (or to an installation upon the common elements), pursuant to the provisions of Section 98 of the Act, on the express understanding that if such an agreement is entered into with anyone other than the Declarant, then the AAI Agreement shall allocate the entire cost of undertaking or implementing the proposed addition, alteration or improvement to the affected owner desiring to undertake or implement same, and shall impose the responsibility for the cost of maintaining, repairing and insuring any such addition, alteration or improvement onto said owner (even though the Corporation and its authorized agents, representatives, employees and retained contractors shall or may be responsible for carrying out and completing all requisite maintenance and repair work with respect thereto, all at such owner's sole cost, risk and expense), and the AAI Agreement shall address or set out any other matters that the board may deem advisable, and/or as may be prescribed from time to time by the regulations to the Act.

jj) To take all requisite steps to ensure that no part of the outdoor balconies, patios or terrace areas are used by any person or persons in a manner which creates or results in an excessive level of noise and/or light, or which creates or results in (or if continued, is likely to create or result in) any other nuisance which may unreasonably interfere with the use and enjoyment of the adjacent or neighbouring lands, and to endeavour to ensure that any disturbance of the quiet enjoyment of such adjacent or neighbouring lands, by light, sound, sight or any other matter, is minimized to the greatest extent reasonably possible;

kk) To take all requisite steps to ensure that none of the trees, plants and/or landscaping materials, features or treatments installed by the Declarant upon or within any of the exclusive use common element areas appurtenant to any of the dwelling units in this Condominium (if applicable), are altered, removed or destroyed, and to ensure (to the extent reasonably possible) that nothing is done (or permitted to be done) which would reduce the density of the foliage and landscaping materials situate thereon, on the express understanding that if any such trees, plants and/or landscaping materials should hereafter perish or shall otherwise be required to be replaced, then the replacement trees, plants and/or landscaping materials shall (to the greatest extent reasonably possible) be of the same type, size, and maturity as those being replaced (but at no cost or charge to the Declarant therefor);

ll) To require, in the event that any unsold parking units, locker units or any other units so retained by the Declarant are hereafter transferred and conveyed to the Corporation (either for valuable consideration or for nil consideration, and whether in conjunction with any negotiated settlement or release of any claim by or on behalf of the Condominium, or otherwise), nothing more than the electronic transfer of title thereto (and the electronic registration of all discharges in respect of any outstanding mortgages or charges encumbering same, if applicable, along with satisfactory evidence that there are no outstanding arrears of realty taxes assessed against same), and without requiring or requisitioning any other documents, certificates, statutory declarations, opinions, indemnities and/or undertakings from or by (or on behalf of) the Declarant or

the Declarant's solicitors in connection therewith. The foregoing duty shall also include the obligation of this Condominium to forthwith accept upon the request of the Declarant, at any time hereafter, title to any unsold parking unit(s), locker unit(s) and/or any other unit(s) so retained by the Declarant and which the Declarant wishes to convey to this Condominium for nil consideration, provided that title thereto is conveyed free and clear of any outstanding mortgages or charges (or provided that any such outstanding mortgages or charges encumbering same are discharged forthwith following any such conveyance to this Condominium, at the sole cost and expense of the Declarant), and provided further that all outstanding realty taxes assessed against same have been fully paid by or on behalf of the Declarant, without requiring or requisitioning any other documents, certificates, statutory declarations, opinions, indemnities and/or undertakings from or by (or on behalf of) the Declarant or the Declarant's solicitors in connection therewith;

mm) To take all reasonable steps to cause the Corporation's authorized workmen, agents, representatives and/or contractors to gain reasonable access to (and through) any or all of the dwelling units in this Condominium, which contain any clean-out valve or drain terminal that ultimately services any kitchen drain or plumbing stack that emanates from (or which benefits) any other unit(s) or common element area within this Condominium, provided that such access is attained only between the hours of 8:00 a.m. to 6:00 p.m., Monday through Friday (excluding however, any statutory holiday falling within such period), on at least 48 hours prior written notice to the intended or affected dwelling unit owner(s) or occupant(s) [with no such notice being required in the case of an emergency], for the purposes of enabling or facilitating the Corporation's maintenance, repair, relocation and/or servicing of the aforementioned clean-out valve or drain terminal (and any appurtenances thereto), and to forthwith reimburse (and concomitantly indemnify and save harmless) each owner of a dwelling unit who has suffered or incurred any loss or damage to his or her unit (and/or to any personal belongings, chattels, fixtures or equipment situate therein) as a result of the exercise by the Corporation of the foregoing right of entry, or incurred as a result of the failure by the Corporation to properly or adequately maintain, repair and/or service any such clean-out valve or drain terminal;

nn) To ensure that if or where a realtor key lock box and closet has been installed by the Declarant within the confines of the underground parking garage of (or elsewhere within) this Condominium, no actions or steps are taken by the Corporation, or by any one else, which would:

i) cause said lock box and closet to be removed or dismantled; and

ii) prohibit, limit or restrict reasonable access to and from said lock box and closet, by any real estate broker or real estate agent or representative expressly authorized by any dwelling unit owner to access same for the purposes of facilitating the showing and sale of such owner's dwelling unit, provided that the affected owner signs an authorization form (available from the Condominium's property manager) and delivers same directly to the Corporation or the Condominium's property manager at least 48 hours prior to any desired entry/access to the aforementioned lock box and closet, and which authorization form shall expressly confirm, amongst other things, that:

A. such owner's dwelling unit is intended to be shown to third parties by one or more real estate agents or representatives who are authorized to access the aforementioned lock box and closet; and

B. such dwelling unit owner unconditionally accepts full and complete responsibility for any damage occasioned to his or her unit (and any loss or damage to any personal belongings, chattels, fixtures or equipment situate therein) as a consequence of such permitted entry/access, and fully absolves the Corporation and the Condominium's property manager (and their respective employees) from all claims and/or liabilities arising from such permitted entry/access and/or any resultant loss or damage as aforesaid;

oo) When the Corporation formally retains an independent consultant (who holds a certificate of authorization within the meaning of *The Professional Engineers Act R.S.O. 1990, as amended*, or alternatively a certificate of practice within the meaning of *The Architects Act R.S.O. 1990, as amended*) to conduct a performance audit of the common elements on behalf of the Corporation, in accordance with the provisions of section 44 of the Act and section 12 of O.Reg.48/01 (hereinafter referred to as the "**Performance Audit**") at any time between the 6th month and the 10th month following the registration of this declaration, then the Corporation shall have a duty to:

i) permit the Declarant and its authorized employees, agents and representatives to accompany (and confer with) the consultant(s) retained to carry out the Performance Audit for the Corporation (hereinafter referred to as the "**Performance Auditor**") while same is being conducted, and to provide the Declarant with at least fifteen (15) days written notice prior to the commencement of the Performance Audit; and

ii) permit the Declarant and its authorized employees, agents and representatives to carry out any repair or remedial work identified or recommended by the Performance Auditor in connection with the Performance Audit (if the Declarant chooses to do so);

for the purposes of facilitating and expediting the rectification and audit process (and bringing all matters requiring rectification to the immediate attention of the Declarant, so that same may be promptly dealt with), and affording the Declarant the opportunity to verify, clarify and/or explain any potential matters of dispute to the Performance Auditor, prior to the end of the 11th month following the registration of this declaration and the corresponding completion of the Performance Audit and the concomitant submission of the Performance Auditor's report to the board of directors of this Condominium and to Tarion Warranty Corporation pursuant to section 44(9) of the Act;

pp) To facilitate the procurement by the Declarant of (and assist and co-operate with the Declarant in obtaining) third party authentication of this Condominium's energy performance from Natural Resources Canada, an agency of the Federal Government of Canada and/or by the City of Toronto Energy Efficiency Office, or by some other equivalent or comparable third party peer review that is qualified to provide confirmation that this Condominium has been designed and constructed to achieve suitable energy performance targets (and correspondingly designed to use approximately 25% less energy than a comparable building designed to the specifications of the 1997 Model National Energy Code For Buildings, as determined by third-party verified energy performance modelling), and to endeavour to attain or achieve **"LEED ND Certification"** in conjunction with any or all of the other Metrogate Condominiums, as part of a community or neighbourhood development certification by the Leadership in Energy and Environmental Design, in respect of the **"green building rating system"** (as determined by the Canada Green Building Council or the United States Green Building Council, or by some other equivalent or comparable agency), following the completion and occupancy of this Condominium. The foregoing duty shall also include the obligation of this Condominium to:

i) permit, to the extent reasonably possible, access by representatives of governmental agencies (together with representatives of environmental and/or energy-related consultants retained by the Declarant) to the individual units and common elements of this Condominium from time to time, in order to facilitate their inspection of the aforementioned energy efficient equipment and materials so installed by the Declarant within this Condominium, and to enable them to measure the resulting energy output or consumption (and the corresponding energy savings achieved);

ii) ensure, to the extent reasonably possible, that the units and common elements are utilized, maintained and repaired in a manner which will continue, maintain or perpetuate this Condominium's LEED ND certification, in conjunction with any or all of the other Metrogate Condominiums, as part of a community or neighbourhood development certification, in terms of energy efficiency (if LEED certification is, in fact, ever achieved or attained); and

iii) allow the Declarant and its consultants to monitor and use the aforementioned energy data for a period of five years following the date of registration of this Condominium, for research and for future design, development, redevelopment, renovation and/or retrofitting purposes, on the express understanding that the Declarant shall not be responsible or liable in any way for the failure to have this Condominium (either alone, or in conjunction with any or all of the other Metrogate Condominiums, as part of a community or neighbourhood development certification), ultimately achieve or attain LEED certification or LEED community certification, nor shall the Declarant be responsible or liable for maintaining this Condominium according to the LEED ND certified standard after the point of its initial certification (if LEED ND certification is, in fact, ever achieved or attained), under any circumstances whatsoever;

qq) To enter into, and abide by the provisions of, a loan agreement and a general security agreement with (and in favour of) the Toronto Atmospheric Fund, or any other lender of a "green building loan" to this Condominium (and whether or not such lender may also be related to, or associated or affiliated with the Declarant) (hereinafter referred to as the **"Green Lender"**), and to also provide the Green Lender with any other security documents or instruments which may be required to evidence and/or secure an outstanding loan to be made by the Green Lender to the Corporation shortly after the registration of this declaration (sometimes referred to colloquially as a **"green building loan"** and hereinafter referred to as the **"Green Loan"**) in the amount of approximately $644,000, bearing interest at a rate per annum equivalent to 3% above the Government of Canada benchmark bond yield (for bonds having a maturity of 10 years), as published by the Bank of Canada for the date of the loan advance or for the business date immediately proceeding said loan advance (if no such rate is published for the date of the advance), and with all such loan proceeds to be advanced directly to the Declarant by the Green Lender, pursuant to the Corporation's irrevocable direction re funds, in order to fund and/or reimburse the Declarant for the incremental costs incurred as a result of its acquisition of various energy-efficient equipment and building materials used in the construction of this Condominium, and intended to generate energy-related cost savings (estimated by third party energy modelling professionals to be equal to, or greater than, the costs associated with the Green Loan) that will benefit this Condominium and the respective unit owners thereof during the remaining useful life of the installed equipment and materials. The foregoing security interest in favour of the Green Lender shall constitute a first security interest in all of

the aforementioned energy-efficient equipment and building materials, and shall be evidenced and perfected by way of a financing statement registered against the Corporation under the *Personal Property Security Act R.S.O. 1990, as amended* (hereinafter referred to as the "**PPSA**"), and if the Green Lender so desires, by way of a notice of security interest under section 54(1) of the PPSA registered against the title to the common elements and each of the units in this Condominium. The foregoing duty shall also include the obligation of this Condominium to fully repay the Green Loan over a term of approximately 7 years, by way of 84 equal and consecutive blended monthly payments of principal and interest, based on a 7 year amortization plan, with such payments to commence on the first day of the month immediately following the interest adjustment date of said loan (being the first day of the first calendar month following the date of the loan advance by the Green Lender to the Declarant), and all such payments of principal and interest (and any other associated costs and charges related to the said Green Loan) shall comprise part of the common expenses of this Condominium, and shall be reflected in the annual operating budgets of this Condominium during each of the 7 years following the registration of this Condominium;

rr) To ensure that no actions or steps are taken by or on behalf of the Corporation, or by anyone else, which would prohibit, limit or restrict the Declarant and/or any other unit owner(s), or any property manager acting on behalf of any unit owner or group of unit owners, from leasing or renting any dwelling unit(s) in this Condominium from time to time, for any duration and on any number of occasions, and whether in a furnished or unfurnished state (with or without ancillary maid, cleaning and/or laundry services), and to ensure that no by-laws or rules are hereafter passed or enacted by the Corporation which would limit, restrict or otherwise affect:

i) the minimum duration of any proposed tenancy, license or occupancy period in respect of any dwelling unit(s), or the number or frequency of any leases or licenses of any dwelling unit(s) within any given period of time, and/or impose any restrictions (or additional conditions to be satisfied) regarding the transient residential rental accommodation arrangements made (or to be made from time to time) by or on behalf of the Declarant and/or any other unit owner(s); and

ii) any services (in the nature of cleaning, maid or housekeeping services) intended to be provided by the Declarant and/or any other unit owner(s) to or for the benefit of any short term or long term tenants, licensees or occupants of any dwelling units;

ss) To maintain and keep in good repair the Declarant's logo or hallmark of distinction (or that of any other company associated, affiliated or related to the Declarant, including without limitation, the logo or hallmark of Tridel Corporation or any derivative thereof) which has been permanently installed or affixed by the Declarant within the lobby of (or elsewhere within the common elements of) this Condominium, all as more particularly located, illustrated, identified or otherwise referred to in the condominium description plan filed concurrently herewith, and to ensure that no actions or steps are taken by the Corporation (or by anyone else) to remove, relocate, tarnish, deface, damage or alter (in any way or manner) the aforementioned logo or hallmark; and

tt) To take all reasonable steps to collect from each unit owner his or her proportionate share of the common expenses, and to maintain and enforce the Corporation's lien arising pursuant to the provisions of section 85 of the Act, against each unit in respect of which the owner has defaulted in the payment of common expenses (or has otherwise defaulted in the payment of any monies that are, by virtue of the provisions of this declaration, collectible or recoverable by the Corporation against such owner in the same manner as common expenses).

PART 12 - GENERAL MATTERS

Section 60 - Rights of Entry

a) The Corporation and/or any insurer of the property (or any part thereof), and their respective agents, employees or authorized representatives, and any other person authorized by the board, shall be entitled to enter any unit (or any part of the common elements over which any owner has the exclusive use), at all reasonable times and upon giving reasonable notice, for the purposes of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy or policies maintained by the Corporation, remedying any condition which might result in damage to the property, and/or carrying out any duty imposed upon the Corporation. In addition, the authorized agents or representatives of the Corporation and/or any public or private utility companies or authorities requiring access to any unit(s) for the purposes of reading, inspecting, repairing and/or replacing any utility meter(s) (or other appurtenant equipment) contained therein, shall be entitled to enter any such unit(s), or any part of the common elements in respect of which any

owner has the exclusive use, for any of the foregoing purposes, at all reasonable times upon giving prior reasonable notice of such desired entry.

b) In case of an emergency, any agent, employee or authorized representative of the Corporation may enter any unit at any time without notice, for the purpose of repairing the unit, the common elements or any part of the common elements over which any owner has the exclusive use, or for the purpose of correcting any condition which might result in damage or loss to the property or assets of the Corporation, or of any unit owner(s) and/or any resident(s), tenant(s), invitee(s) and/or licensee(s) of any unit(s), or which may violate any public health or safety regulation. The Corporation or any one authorized by it may determine whether such an emergency exists, in their sole and unfettered discretion, acting reasonably, and such right of entry shall not impose upon the Corporation (or any of its authorized agents or representatives) any duty or liability to monitor or supervise the unit.

c) If any owner, resident or tenant of a unit is not personally present to grant entry into such unit, then the Corporation, or its authorized agent(s) or representative(s), may enter into said unit without rendering the Corporation [or such agent(s) or representative(s)] liable to any claim of trespass, or any other claim or cause of action for damages by reason thereof, provided that reasonable care has been exercised while entering and being present within said unit.

d) The rights and authority hereby reserved to the Corporation, any insurer as aforesaid, and their respective agents, employees or authorized representatives, does not (and shall not) impose upon them any responsibility or liability whatsoever for the care or supervision of any unit, except as otherwise specifically provided in this declaration or in any by-law(s) of the Corporation.

e) The Corporation shall retain a master key to all locks controlling entry into each unit (as and where applicable) that were originally installed by the Declarant and keyed to the Corporation's master key entry system. No owner shall change any lock, or place any additional locks on the door(s) leading directly into his or her unit (nor on any doors within said unit), nor with respect to any door(s) leading to any part of the exclusive use common element areas appurtenant to such owner's unit, without the prior written consent of the board. Where such consent has been granted by the board, said owner shall forthwith provide the Corporation with keys to all new locks (as well as keys to all additional locks) so installed, and all such new or additional locks shall be keyed to the Corporation's master key entry system.

Section 61 - 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 or enforceability of the remainder of this declaration, and in such event, all of the other provisions of this declaration shall continue in full force and effect as if such invalid provision had never been included herein.

Section 62 - Waiver

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

Section 63 - Notice

a) Except as otherwise provided in the Act, or as hereinbefore set forth, any notice, direction or other instrument required or desired to be given or delivered, shall be given as follows:

i) **To an owner,** by giving same to him or her (or to any director or officer of a corporate owner), either personally or by ordinary mail postage prepaid, addressed to him or her at the address for service given by such owner in writing to the Corporation [pursuant to subsections 47(1)(c)(i) and (4) of the Act] for its record, or if no such address has been given to the Corporation, then to such owner at his or her respective dwelling unit.

ii) **To a mortgagee** who has notified the Corporation of his or her name and corresponding interest in any unit (and of such mortgagee's corresponding right or entitlement to vote at a meeting of owners in the place and stead of the unit owner/mortgagor), by giving same to such mortgagee (or to any director or officer of such corporate mortgagee) either personally or by ordinary mail, postage prepaid, addressed to such mortgagee at the address for service given by such mortgagee in writing to the Corporation [pursuant to subsections 47(1)(c)(ii) and (4) of the Act] for its record.

iii) **To the Corporation,** by giving same to any director or officer of the Corporation, either personally or by ordinary mail, postage prepaid, addressed to the Corporation at its address for service.

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iv) **To the Declarant,** by giving same to any director or officer of the Declarant, either personally or by bonded courier, addressed to the Declarant at its address for service from time to time [or alternatively by facsimile transmission, if the Declarant agrees in writing that the person or party desiring to give any notice to it may do so in this manner, at the telefax number so provided by the Declarant from time to time], and as at the date of registration of this declaration, the Declarant's address for service is: 4800 Dufferin Street, Suite 200, Toronto, Ontario, M3H 5S9.

v) **To the Two-Way Shared Facilities Committee,** (when established or created), by giving same to at least 2 committee members (who are not representatives or nominees of the same condominium corporation), either personally or by ordinary mail, postage prepaid, addressed to the respective dwelling units of such committee members;

vi) **To the Daycare Centre Committee,** (when established or created), by giving same to at least 3 committee members (who are not representatives or nominees of the same condominium corporation), either personally or by ordinary mail, postage prepaid, addressed to the respective dwelling units of such committee members (and in the case of any committee members appointed by the Declarant, addressed to the Declarant's address for service noted above);

b) Where any notice is mailed as aforesaid, such notice shall be deemed to have been received (and to be effective) on the second (2nd) day following the day on which same was mailed. If any notice is delivered personally, by courier, or by facsimile transmission, then such notice shall be deemed to have been received (and to be effective) on the next day following the day on which same was personally delivered, couriered or telefaxed, as the case may be, and provided further that if any notice is telefaxed, then a confirmation of such telefax transmission must be received by the transmitting party at the time of such telefax transmission (otherwise same shall be deemed not to have been properly or sufficiently telefaxed to the intended party or recipient).

c) In the event of a postal strike or other interruption of mail service, all notices shall be delivered personally, by bonded courier or by telefax to the intended party or parties.

Section 64 - Interpretation of the Declaration

This declaration shall be read and construed with all changes of gender and/or number as may be required by the context.

Section 65 - Headings

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

DATED at the City of Toronto, this 10th day of June, 2011.

IN WITNESS WHEREOF the Declarant has hereunto executed this declaration under the hand of its duly authorized signing officer.

METROGATE INC.

Per:_____
Dino Carmel - President
I have authority to bind the Corporation

SCHEDULE "A"

TO THE DECLARATION OF METROGATE INC.

LEGAL DESCRIPTION

In the City of Toronto, **municipally located at 135 Village Green Square, Toronto**, and comprising all of PIN 06164-0493(LT), being that part of Block 1 on Registered Plan 66M-2460, more particularly designated as **Parts 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25 and 27 on Reference Plan 66R-25270**, registered in the Land Titles Division of the Toronto Registry Office (No. 66) (hereinafter collectively referred to as the "**Solaris Phase II Lands**" or the "**Real Property**");

Subject to an easement in gross in favour of the City of Toronto over Block 1 on Plan 66M-2460, as set out in **Instrument No. AT-2489582**; and

Subject to an easement in favour of Rogers Cable Communications Inc. over the entire Real Property which, upon the registration of the declaration to which this Schedule "A" is annexed, will only encumber or effect the common elements on all levels of this Condominium, as set out in **Instrument Nos. AT-2284583 and AT-2284573** respectively.

1. **Servient Easement - Vehicular & Pedestrian Access and Egress in favour of the Solaris Phase I Condominium**

SUBJECT TO an easement, right of way or right in the nature of an easement over, along, upon and across those portions of the common elements of this Condominium more particularly designated as **Parts 15, 16 and 17 on Reference Plan 66R-25270** (hereinafter referred to as the "**Solaris Phase II Common Roadway**"), in favour of the owner or owners from time to time (and their respective successors and assigns) of those lands and premises encompassed within Toronto Standard Condominium Plan No. 2151, municipally located at 125 Village Green Square and registered in the Land Titles Division of the Toronto Registry Office (No. 66) (hereinafter referred to as the "**Solaris Phase I Lands**"), including the registered condominium developed thereon known as Toronto Standard Condominium Corporation No. 2151 (hereinafter referred to as the "**Solaris Phase I Condominium**") and the unit owners thereof from time to time, and their respective residents, tenants, invitees and licensees from time to time, for the purposes of providing vehicular and pedestrian access and egress over the Solaris Phase II Common Roadway, to and from the Solaris Phase I Lands and the Two-Way Shared Underground Garage (as such term is defined in this Condominium's declaration), including without limitation, facilitating the manoeuvring and turning of any service vehicles which provide garbage pick-up, maintenance, fire protection and/or other services to the Solaris Phase I Lands and/or the Solaris Phase I Condominium, provided however that such access, egress and/or use shall be subject to any reasonable restrictions imposed by the security personnel operating the concierge station on behalf of the Two Solaris Condominiums (as such term is defined in this Condominium's declaration), as set out in **Instrument No. AT-2677207**;

2. **Servient Easement - Pedestrian Access and Egress in favour of the Solaris Phase I Condominium**

SUBJECT TO an easement, right of way or right in the nature of an easement over, along, upon and across those portions of the common elements of this Condominium more particularly designated as **Parts 14 and 21 on Reference Plan 66R-25270** (hereinafter referred to as the "**Solaris Phase II Common Walkways & Landscaped Areas**"), in favour of the owner or owners from time to time (and their respective successors and assigns) of the Solaris Phase I Lands, including the Solaris Phase I Condominium and the unit owners thereof from time to time, and their respective residents, tenants, invitees and licensees from time to time, for the purposes of providing pedestrian access to, egress from, and/or use of the outdoor pedestrian walkways and landscaped areas situate within the Solaris Phase II Common Walkways & Landscaped Areas, provided however that such access, egress and/or use shall be subject to any reasonable restrictions imposed by the security personnel operating the concierge station on behalf of the Two Solaris Condominiums, as set out in **Instrument No. AT-2677207**;

3. **Servient Easement - Pedestrian & Vehicular Access and Egress in favour of the Solaris Phase I Condominium**

SUBJECT TO an easement, right of way or right in the nature of an easement over, along, upon and across those portions of the common elements of this Condominium more particularly designated as **Parts 19, 20, 22, 23, 25 and 27 on Reference Plan 66R-25720** (hereinafter referred to as the "**Solaris Phase II Shared Underground Garage Drivelanes & Walkways**"), in favour of the owner or owners from time to time (and their respective successors and assigns) of the Solaris Phase I Lands, including the Solaris Phase I Condominium and the unit owners thereof from time to time, and their respective residents, tenants, invitees and licensees from time to time, for the purposes of providing vehicular and pedestrian access and egress over the Solaris Phase II Shared Underground Garage Drivelanes & Walkways, to and from the parking units and common element areas within levels 1, 2, 3, 4, A and B of this Condominium, provided however that such access, egress and/or use shall be subject to any reasonable restrictions imposed by the security personnel operating the concierge station on behalf of the Two Solaris Condominiums, as set out in **Instrument No. AT-2677207**;

4. **Servient Easement - Pedestrian & Vehicular Access and Egress in favour of the Solaris Phase I Condominium**

SUBJECT TO an easement, right of way or right in the nature of an easement over, along, upon and across those portions of the common elements of this Condominium more particularly designated as **Part 18 on Reference Plan 66R-25720** (hereinafter referred to as the "**Solaris Phase II Shared Underground Visitor Parking Areas**"), in favour of the invitees of the owner or owners from time to time (and their respective successors and assigns) of the Solaris Phase I Lands, including the invitees of the Solaris Phase I Condominium and the invitees of the respective unit owners, residents and tenants of the Solaris Phase I Condominium from time to time, for the purposes of providing vehicular and pedestrian access to and egress from the Solaris Phase II Shared Underground Visitor Parking Areas, together with the temporary use of the visitor parking spaces located within the Solaris Phase II Shared Underground Visitor Parking Areas by the private passenger motor vehicles of the invitees of the owner or owners of the Solaris Phase I Lands, as well as the invitees of the Solaris Phase I Condominium, and the invitees of the respective unit owners, residents and tenants of the Solaris Phase I Condominium, provided however that such access, egress and/or use shall be subject to any reasonable restrictions imposed by the security personnel operating the concierge station on behalf of the Two Solaris Condominiums, as set out in **Instrument No. AT-2677207**;

5. **Servient Easement - Servicing Easement in favour of the Solaris Phase I Condominium**

SUBJECT TO an easement, right of way or right in the nature of an easement, in favour of the owner or owners from time to time (and their respective successors and assigns) of the Solaris Phase I Lands, including the Solaris Phase I Condominium, and

their respective authorized agents, employees, representatives and retained contractors from time to time, in, over, under, across, along, upon and through those portions of the Solaris Phase II Lands comprising **the common elements of this Condominium which are situate on levels 1, 2, 3, 4, A and B respectively** (hereinafter collectively referred to as the "**Solaris Phase II Servicing Areas**"), for the purposes of:

i) enabling, facilitating and/or expediting the installation, operation, alteration, inspection, maintenance and/or repair of all pipes, wires, cables, conduits, watermains, valves and/or meters (including the supply and receipt of utility, storm and sanitary sewer services, and the discharge/drainage of storm and sanitary sewer effluents through same), in order to provide gas, telephone, telecommunication, cable television, water, hydro-electricity, storm and/or sanitary sewer services to the Solaris Phase I Lands and/or the Solaris Phase I Condominium; and

ii) providing pedestrian and vehicular access and egress to the Solaris Phase I Lands and/or the Solaris Phase I Condominium's service personnel and service vehicles, together with any equipment, materials and/or machinery utilized in connection with the maintenance, repair and/or inspection of any part of the buildings, structures, installations, improvements and/or services located upon the Solaris Phase I Lands (or situate upon any portion of the Solaris Phase II Lands but servicing or benefitting the Solaris Phase I Lands and/or the Solaris Phase I Condominium);

including, without limitation, the right to penetrate, cross, drill through, affix to, bore into or travel through, upon, along or under any floor slab(s), ceiling(s), concrete block or masonry wall(s), drywall enclosure(s), or similar installation(s) located within the Solaris Phase II Servicing Areas for any of the foregoing purposes, provided that such easement or right of way shall not impair or diminish the load-bearing capacity or structural integrity of same, nor any support that same may provide to any portion of the buildings, structures, installations or improvements now or hereafter located on or within any portion of the Solaris Phase II Lands from time to time, nor shall such easement or right of way unreasonably interfere with the use and enjoyment of any of the units or common elements of this Condominium (or any portion thereof) by the respective unit owner(s) thereof, as set out in **Instrument No. AT-2677207**;

6. **Servient Easement - Support Easement in favour of the Solaris Phase I Condominium**

SUBJECT TO an easement for support, or right of support, in favour of the owner or owners from time to time (and their respective successors and assigns) of the Solaris Phase I Lands, including the Solaris Phase I Condominium and the unit owners thereof from time to time, and their respective residents, tenants, invitees and licensees from time to time, in, on, over, across, along, upon and through those portions of the Solaris Phase II Lands which are situate below grade or within the Two-Way Shared Underground Garage (as such term is defined in this Condominium's declaration), and more particularly designated as **Parts 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25 and 27 on Reference Plan 66R-25720** (hereinafter referred to as the "**Solaris Phase II Support Areas**"), for the purposes of providing support to the building(s), structures(s), improvement(s) and/or installation(s) now or hereafter erected on the Solaris Phase I Lands and/or comprising part of the Solaris Phase I Condominium, from and by all structural members, columns, walls, ceilings, floor slabs and/or any other building or structural components (including the soil) located upon, within or beneath the Solaris Phase II Support Areas, as set out in **Instrument No. AT-2677207**;

7. **Appurtenant Easement-Vehicular & Pedestrian Access and Egress in favour of this Condominium**

TOGETHER WITH an easement, right of way or right in the nature of an easement, in favour of this Condominium and the unit owners thereof from time to time, and their respective residents, tenants, invitees and licensees from time to time, over, along, upon and across that portion of the Solaris Phase I Lands more particularly designated as **Parts 3, 4, 5 and 6 on Reference Plan 66R-25720** (hereinafter referred to as the "**Solaris Phase I Common Roadway**"), for the purposes of attaining vehicular and pedestrian access and egress over the Solaris Phase I Common Roadway, including without limitation, facilitating the manoeuvring and turning of any service vehicles which provide garbage pick-up, maintenance, fire protection and/or other services to the Solaris Phase II Lands and/or this Condominium from time to time, provided however that such access, egress and/or use shall be subject to any reasonable restrictions imposed by the security personnel operating the shared security concierge station on behalf of the Two Solaris Condominiums as set out in **Instrument No. AT-2677207**;

8. **Appurtenant Easement - Pedestrian Access and Egress in favour of this Condominium**

TOGETHER WITH an easement, right of way or right in the nature of an easement, in favour of this Condominium and the unit owners thereof from time to time, and their respective residents, tenants, invitees and licensees from time to time, over, along, upon and across those portions of the Solaris Phase I Lands more particularly designated as **Parts 2 and 28 on Reference Plan 66R-25720** (hereinafter referred to as the "**Solaris Phase I Common Walkways & Landscaped Areas**"), for the purposes of attaining pedestrian access to, egress from and/or use of the outdoor pedestrian walkways and/or landscaped areas situate within the Solaris Phase I Common Walkways & Landscaped Areas, provided however that such access, egress and/or use shall be subject to any reasonable restrictions imposed by the security personnel operating the shared security concierge station on behalf of the Two Solaris Condominiums, as set out in **Instrument No. AT-2677207**;

9. **Appurtenant Easement - Pedestrian & Vehicular Access and Egress in favour of this Condominium**

TOGETHER WITH an easement, right of way or right in the nature of an easement, in favour of this Condominium and the unit owners thereof from time to time, and their respective residents, tenants, invitees and licensees from time to time, over, along, upon and across those portions of the Solaris Phase I Lands more particularly designated as **Parts 9, 10, 11 and 26 on Reference Plan 66R-25720** (hereinafter referred to as the "**Solaris Phase I Shared Underground Garage Drivelanes & Walkway Areas**"), for the purposes of attaining pedestrian and vehicular access to, egress from and/or use of the underground garage drivelanes and walkway areas situate within the Solaris Phase I Shared Underground Garage Drivelanes & Walkway Areas, provided however that such access, egress and/or use shall be subject to any reasonable restrictions imposed by the security personnel operating the shared security concierge station on behalf of the Two Solaris Condominiums, as set out in **Instrument No. AT-2677207**;

10. **Appurtenant Easement - Pedestrian & Vehicular Access and Egress in favour of this Condominium**

TOGETHER WITH an easement, right of way or right in the nature of an easement, in favour of the invitees of this Condominium, as well as the invitees of the respective unit owners, residents and tenants of this Condominium from time to time, over, along, upon and across those portions of the Solaris Phase I Lands more particularly designated as **Part 8 on Reference Plan 66R- 25720** (hereinafter referred to as the "**Solaris Phase I Shared Underground Visitor Parking Areas**"), for the purposes of

attaining vehicular and pedestrian access to and egress from the Solaris Phase I Shared Underground Visitor Parking Areas, together with the temporary use of the visitor parking spaces located within the Solaris Phase I Shared Underground Visitor Parking Areas by the private passenger motor vehicles of the invitees of this Condominium, as well as the invitees of the respective unit owners, residents and tenants of this Condominium from time to time, provided however that such access, egress and/or use shall be subject to any reasonable restrictions imposed by the security personnel operating the concierge station on behalf of the Two Solaris Condominiums, as set out in **Instrument No. AT-2677207**;

11. **Appurtenant Easement - Servicing Easement in favour of this Condominium**

TOGETHER WITH an easement, right of way or right in the nature of an easement, in favour of this Condominium and its authorized agents, employees, representatives and retained contractors from time to time, in, over, under, across, along, upon and through those portions of the Solaris Phase I Lands comprising **the common elements of the Solaris Phase I Condominium which are situate on levels 1, 2, 3, 4, A and B respectively** (hereinafter collectively referred to as the "**Solaris Phase I Servicing Areas**"), for the purposes of:

i) enabling, facilitating and/or expediting the installation, operation, alteration, inspection, maintenance and/or repair of all pipes, wires, cables, conduits, watermains, valves and/or meters (including the supply and receipt of utility, storm and sanitary sewer services, and the discharge/drainage of storm and sanitary sewer effluents through same), in order to provide gas, telephone, telecommunication, cable television, water, hydro-electricity, storm and/or sanitary sewer services to this Condominium; and

ii) providing pedestrian and vehicular access and egress to this Condominium's service personnel and service vehicles, together with any equipment, materials and/or machinery utilized in connection with the maintenance, repair and/or inspection of any part of the buildings, structures, installations, improvements and/or services located upon the Solaris Phase II Lands (or situate upon any portion of the Solaris Phase I Lands but servicing or benefitting this Condominium);

including, without limitation, the right to penetrate, cross, drill through, affix to, bore into or travel through, upon, along or under any floor slab(s), ceiling(s), concrete block or masonry wall(s), drywall enclosure(s), or similar installation(s) located within the Solaris Phase I Servicing Areas for any of the foregoing purposes, provided that such easement or right of way shall not impair or diminish the load-bearing capacity or structural integrity of same, nor any support that same may provide to any portion of the buildings, structures, installations or improvements now or hereafter located on or within any portion of the Solaris Phase I Lands from time to time, nor shall such easement or right of way unreasonably interfere with the use and enjoyment of any of the units or common elements of the Solaris Phase I Condominium (or any portion thereof) by the respective unit owner(s) thereof, as set out in **Instrument No. AT-2677207**; and

12. **Appurtenant Easement - Support Easement in favour of this Condominium**

TOGETHER WITH an easement for support, or right of support, in favour of this Condominium and the unit owners thereof from time to time, and their respective residents, tenants, invitees and licensees, in, on, over, across, along, upon and through those portions of the Solaris Phase I Lands comprising **the common elements on all levels of the Solaris Phase I Condominium** (hereinafter referred to as the "**Solaris Phase I Support Areas**"), for the purposes of attaining support to the building(s), structures(s), improvement(s) and/or installation(s) now or hereafter erected on the Solaris Phase II Lands and/or comprising part of this Condominium, from and by all structural members, columns, walls, ceilings, floor slabs and/or any other building or structural components (including the soil) located upon, within or beneath the Solaris Phase I Support Areas, as set out in **Instrument No. AT-2677207**.

In our opinion, based solely on the parcel register or abstract index, and the plans and documents recorded therein, the legal description set out above is correct, and the easements hereinbefore described (if any) will exist in law upon the registration of the declaration and description, and the Declarant is the registered owner of the aforementioned lands, and the appurtenant easements hereinbefore described (if any).

Messrs. DelZotto, Zorzi LLP, solicitors and duly authorized agents for Metrogate Inc.

Per:_____
HARRY HERSKOWITZ

SCHEDULE "B"

TO THE DECLARATION OF METROGATE INC.

CONSENT OF CHARGEE
(under clause 7(2)(b) of the *Condominium Act, 1998*)

1. Lombard General Insurance Company of Canada has registered mortgages within the meaning of clause 7(2)(b) of the *Condominium Act, 1998* (hereinafter referred to as the "**Act**") registered as **Instrument Numbers AT-2086082** and **AT-2086090** respectively in the Land Titles Division of the Toronto Registry Office (No. 66) (hereinafter collectively referred to as the "**Lombard Charges**").

2. Lombard General Insurance Company of Canada hereby consents to the registration of this declaration pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.

3. Lombard General Insurance Company of Canada hereby postpones each of the Lombard Charges and the interests under each of them to the declaration, and the easements described in Schedule "A" to the declaration.

4. Lombard General Insurance Company of Canada is entitled by law to grant this consent and postponement.

DATED this 17th day of May, 2011.

Lombard General Insurance Company of Canada

Per: G LaLiberté

Name: Gracelyn LaLiberté
Title: Senior Account Representative

I have the authority to bind the Corporation.

SCHEDULE "B"

TO THE DECLARATION OF METROGATE INC.

CONSENT OF CHARGEE
(under clause 7(2)(b) of the *Condominium Act, 1998*)

1. MCAP Financial Corporation has a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998* (hereinafter referred to as the "**Act**") registered as **Instrument No. AT-2085378** in the Land Titles Division of the Toronto Registry Office (No. 66), and which mortgage is collaterally secured by a general assignment of rents and leases registered as **Instrument No. AT-2085379,** as well as a mortgage registered as **Instrument No. AT-2085380,** that is collaterally secured by a general assignment of rents and leases registered as **Instrument No. AT-2085381** (all of which mortgages, and general assignments of rents and leases are hereinafter collectively referred to as the "**MCAP Charges**").

2. MCAP Financial Corporation hereby consents to the registration of this declaration pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.

3. MCAP Financial Corporation hereby postpones each of the MCAP Charges and the interests under each of them to the declaration, and the easements described in Schedule "A" to the declaration.

4. MCAP Financial Corporation is entitled by law to grant this consent and postponement.

DATED this 18th day of May, 2011.

MCAP Financial Corporation

Per: _____
Name:
Title: LINDA CHEUNG
FUNDING OFFICER
REFG

Per: _____
Name:
Title: ROSINA DIVIZIO-MENDES
FUNDING MANAGER
REFG

I/We have the authority to bind the Corporation.

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SCHEDULE "B"

TO THE DECLARATION OF METROGATE INC.

CONSENT OF CHARGEE

(under clause 7(2)(b) of the *Condominium Act, 1998*)

1. BNP Paribas (Canada) has a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998* (hereinafter referred to as the "**Act**") registered as **Instrument No. AT-2085412** in the Land Titles Division of the Toronto Registry Office (No. 66), and which mortgage is collaterally secured by a general assignment of rents and leases registered as **Instrument No. AT-2085413,** as well as a mortgage registered as **Instrument No. AT-2085415**, that is collaterally secured by a general assignment of rents and leases registered as **Instrument No. AT-2085416** (all of which mortgages, and general assignments of rents and leases are hereinafter collectively referred to as the "**BNP Charges**").

2. BNP Paribas (Canada) hereby consents to the registration of this declaration pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.

3. BNP Paribas (Canada) hereby postpones each of the MCAP Charges and the interests under each of them to the declaration, and the easements described in Schedule "A" to the declaration.

4. BNP Paribas (Canada) is entitled by law to grant this consent and postponement.

DATED this 18TH day of May, 2011.

BNP Paribas (Canada)

Per: _____ Christopher Golding
Director
Real Estate Finance

Name:
Title:

Per: _____

Name: TONY BARETTA
Title: DIRECTOR

I/We have the authority to bind the Corporation.

SCHEDULE 'C'

TO THE DECLARATION OF METROGATE INC.

DWELLING UNITS: (Being **Units 1 to 7** on **Level 2, Units 1 to 8** on **Levels 3 and 4, Units 1 to 12** both inclusive on **Levels 5 to 39** both inclusive, and **Units 1 to 10** both inclusive on **Level 40** both inclusive as illustrated in Part 1 on Sheets 4, 5, 6, 7, 8, 9, 10 and 14 of the description filed concurrently with the declaration.)

a) Each Dwelling Unit is bounded vertically by:
   i) the upper surface of the concrete floor slab beneath the unit; and
   ii) the lower surface of the concrete ceiling slab.

b) Each Dwelling unit is bounded horizontally by the backside face of the drywall on all perimeter walls and walls dividing units from corridors, stairs, gas enclosures, fire hose cabinets, electrical closets, garbage chutes, garbage disposal rooms, smoke shafts, fresh air shafts, pipe spaces and elevators.

c) In the vicinity of windows and exterior doors, the unit boundaries shall be the unfinished interior surfaces of doors, window and door frames and the interior surfaces of all glass panels located therein.

DAYCARE CENTRE UNIT: (Being **Unit 2** on **Level 1** and comprising non contiguous areas A and B as illustrated in Part 1 on Sheet 1 of the description filed concurrently with the declaration.)

The boundaries of the Daycare Centre Unit shall be:

1. In the vicinity of Area A (*being parking spaces D1 to D9 both inclusive*), as illustrated on Sheet 1 in Part 1 of the description filed concurrently with the declaration, the boundaries shall be:

i) the line and face of concrete columns or walls; and
ii) vertical planes controlled by measurements as illustrated on the description filed concurrently with the declaration; and
iii) the upper unfinished surface of the concrete floor slab beneath; and
iv) horizontal plane distant 2.0 metres above upper surface of concrete floor slab and measured perpendicularly there from.

2. In the vicinity of Area B (*being Day Care Centre and play area*), as illustrated on Sheet 1 in Part 1 of the description filed concurrently with the declaration, the boundaries shall be:

i) the line and face of concrete/concrete block walls or columns; and
ii) the line and face of exterior face of building as illustrated on Sheet 1 of the description filed concurrently with the declaration; and
iii) the unfinished upper surface of the concrete floor slab; and
iv) the unfinished lower surface of the concrete ceiling slab above; and
v) in the vicinity of the outdoor play area and the open area above the roof at Level 2 the boundary shall be a plane controlled by elevation.

PARKING UNITS: (Being **Units 1 to 42** both inclusive and **44 to 151** both inclusive on **Level B, Units 1 to 170** both inclusive on **Level A, Units 8 to 61** both inclusive on **Level 2, Units 9 to 67** both inclusive on **Level 3** and **Units 9 to 67** both inclusive on **Level 4** as illustrated in Part 1 on Sheets 4, 5, 6, 16 and 17 of the description filed concurrently with the declaration.)

The boundaries of each parking unit shall be:

a) the unfinished upper surface or unit side of the concrete floor slab beneath such unit; and
b) a plane distant 2.0 metres above the concrete floor slab and measured perpendicularly there from; and

c) the unfinished interior surface or unit side of concrete or masonry walls or columns; and

d) the vertical planes formed by:

i) the face of columns; and
ii) the production of the face of masonry walls or columns; and
iii) joining the centre line of the concrete columns and their production; and
iv) the centre line of column and measurements; and
v) measurements from the concrete columns and walls as illustrated on Sheets 4, 5, 6, 16 and 17 in Part 1 of the description filed concurrently with the declaration; and
vi) the centreline of concrete columns.

LOCKER UNITS: (Being **Units 43 and 152 to 290** both inclusive on **Level B, Units 171 to 235** both inclusive **on Level A, Units 62 to 131** both inclusive on **Level 2, Units 68 to 88** both inclusive on **Level 3** and **Units 68 to 93** both inclusive on **Level 4** as illustrated in Part 1 on Sheets 4, 5, 6, 16, 17 and 18 of the description filed concurrently with the declaration.)

Each locker unit is bounded vertically by:

i) the upper unfinished surface of concrete floor slab beneath the unit: and
ii) the lower surface or unit side face of wire mesh ceiling above said locker units;

Each locker unit is bounded horizontally by:

i) the unit side face of wire mesh panels; and
ii) the backside surface of drywall and/or unit side face of concrete or masonry wall.

SHARED SERVICE ROOM UNITS: (Being **Units 236, 237, 238, 239 and 240** on **Level A** as illustrated on Sheet 16 in Part 1 of the description filed concurrently with the declaration.)

i) Each Shared Service Room Unit is bounded vertically by:
   a. the upper surface of the concrete floor slab; and
   b. the lower surface of the concrete ceiling slab.

ii) Each Shared Service Room Unit is bounded horizontally by:
   a. the line and face of concrete/masonry wall.

RECREATION UNIT: (Being **Unit 1** on **Level 1** and comprising non contiguous areas A and B as illustrated in Part 1 on Sheets 1, 2 and 3 of the description filed concurrently with the declaration.)

The boundaries of the Recreation unit shall be:

1. In the vicinity of Area A (*being amenity space and guest suites at level 1 and landscaped podium area at level5*), as illustrated on Sheets 1, 2 and 3 in Part 1 of the description filed concurrently with the declaration, the boundaries shall be:

i) the line and face of concrete, concrete block wall or column; and
ii) the line and face of finished building exterior wall; and
iii) the backside face of drywall and backside face of drywall all as illustrated on Sheets 1, 2 and 3 in Part 1 of the description filed concurrently with the declaration; and
iv) vertical planes controlled by measurements; and
v) the lower or underside surface of the concrete floor slab beneath; and
vi) horizontal planes controlled by elevation.

2. In the vicinity of Area B (*being laundry room on level 1*), as illustrated on Sheets 1 and 3 in Part 1 of the description filed concurrently with the declaration, the boundaries shall be:

i) the upper surface of the concrete floor slab beneath; and
ii) the lower surface of the concrete ceiling slab; and
iii) the line and face of concrete/concrete block wall.

COMMUNICATION CONTROL UNIT: (Being **Unit 1 on Level 41** as illustrated in Part 1 on Sheet 15 of the description filed concurrently with the declaration.)

The Communication Control Unit is bounded horizontally by:

i) the line and face of concrete, concrete block or masonry wall or column; and
ii) vertical planes controlled by measurements; and
iii) in the vicinity of the exposed or hanging conduits within the Unit the boundary shall be vertical planes controlled by measurement as illustrated on Sheet 15 in Part 1 of the description filed concurrently with the declaration; and
iv) in the vicinity of the electrical closets on Levels A, B and 1 to 40 inclusive the boundary shall be the line and backside face of drywall and/or the line and face of concrete/concrete block wall as illustrated on Sheet 15 in Part 1 of the description filed concurrently with the declaration; and
v) in the vicinity of the conduits that are located within concrete slabs or walls and which are contiguous to the Communication Control Unit the boundary shall be the face of concrete slab or wall enclosing said conduits; and
vi) in the vicinity of the roof the boundary shall be vertical planes controlled by measurements from Monumentation as illustrated on Sheet 15 in Part 1 of the description filed concurrently with the declaration.

The Communication Control Unit is bounded vertically by:

i) the lower surface of concrete ceiling slab; and
ii) the upper surface of concrete floor slab; and
iii) horizontal planes controlled by elevation; and
iv) in the vicinity of the open roof area at the roof the Communication Control Unit is bounded by a plane distant 0.10 metre above the concrete roof slab and measured perpendicularly there from; and
v) in the vicinity of the electrical closets on Levels A, B and 1 to 40 inclusive the boundary shall be the line and face of the upper surface of the concrete floor slab and line and face of the lower surface of the concrete ceiling of said electrical closets; and
vi) in the vicinity of the exposed conduits below concrete slabs the boundary shall be the underside surface of the concrete ceiling slab above and a plane controlled by the lower surface of said conduits as illustrated on Sheet 15 in Part 1 of the description filed concurrently with the declaration.

I hereby certify that the written description of the monuments and boundaries of the Units contained herein accurately corresponds with the diagrams of the Units shown in Part 1 on Sheets 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 14, 15, 16, 17 and 18 of the Description.

Date: 20 May, 2011
I. M. PASTUSHAK LIMITED

Per: .....
Phillip Hofmann, O.L.S.

Reference should be made to the provisions of the Declaration itself, as specified in Section 1 (tt) (Unit definition), Section 5 (Boundaries of Units and Monuments) and Section 51 (Maintenance and Repairs to Units) in order to determine the maintenance and repair responsibilities for any Unit, and whether specific physical components (such as any wires, pipes, cables, conduits, equipment, fixtures, structural components and/or any other appurtenances) are included or excluded from the Unit, regardless of whether same are located within or beyond the boundaries established for such Unit.

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SOLARIS AT METROGATE - PHASE 2
SCHEDULE "D" TO THE DECLARATION

UNIT TYPE	UNIT NO.	LEVEL	PROPORTION OF COMMON INTERESTS AND EXPENSES (expressed as percentages to each unit)				
RECREATION CENTRE UNIT	1	1	0.0001752	X	1	=	0.0001752
DAYCARE CENTRE UNIT	2	1	0.0004	X	1	=	0.0004
DWELLING UNIT	1	2	0.214839	X	1	=	0.214839
DWELLING UNIT	2	2	0.1860226	X	1	=	0.1860226
DWELLING UNIT	3	2	0.1860226	X	1	=	0.1860226
DWELLING UNIT	4	2	0.214839	X	1	=	0.214839
DWELLING UNIT	5	2	0.2311017	X	1	=	0.2311017
DWELLING UNIT	6	2	0.2576356	X	1	=	0.2576356
DWELLING UNIT	7	2	0.214839	X	1	=	0.214839
PARKING UNIT	8-61 incl.	2	0.0076886	X	54	=	0.4151844
LOCKER UNIT	62-131 incl.	2	0.0038408	X	70	=	0.268856
DWELLING UNIT	1	3-4 incl.	0.2225424	X	2	=	0.4450848
DWELLING UNIT	2	3-4 incl.	0.214839	X	2	=	0.429678
DWELLING UNIT	3	3-4 incl.	0.1860226	X	2	=	0.3720452
DWELLING UNIT	4	3-4 incl.	0.1860226	X	2	=	0.3720452
DWELLING UNIT	5	3-4 incl.	0.214839	X	2	=	0.429678
DWELLING UNIT	6	3-4 incl.	0.2311017	X	2	=	0.4622034
DWELLING UNIT	7	3-4 incl.	0.2576356	X	2	=	0.5152712
DWELLING UNIT	8	3-4 incl.	0.214839	X	2	=	0.429678
PARKING UNIT	9-46 incl.	3	0.0076886	X	38	=	0.2921668
PARKING UNIT	47	3	0.0153772	X	1	=	0.0153772
PARKING UNIT	48-67 incl.	3	0.0076886	X	20	=	0.153772
LOCKER UNIT	68-88 incl.	3	0.0038408	X	21	=	0.0806568
PARKING UNIT	9-46 incl.	4	0.0076886	X	38	=	0.2921668
PARKING UNIT	47	4	0.0153772	X	1	=	0.0153772
PARKING UNIT	48-67 incl.	4	0.0076886	X	20	=	0.153772
LOCKER UNIT	68-93 incl.	4	0.0038408	X	26	=	0.0998608
DWELLING UNIT	1	5	0.1626271	X	1	=	0.1626271
DWELLING UNIT	2	5	0.2002881	X	1	=	0.2002881
DWELLING UNIT	3	5	0.1985763	X	1	=	0.1985763
DWELLING UNIT	4	5	0.2311017	X	1	=	0.2311017
DWELLING UNIT	5	5	0.214839	X	1	=	0.214839
DWELLING UNIT	6	5	0.1860226	X	1	=	0.1860226
DWELLING UNIT	7	5	0.1860226	X	1	=	0.1860226
DWELLING UNIT	8	5	0.214839	X	1	=	0.214839
DWELLING UNIT	9	5	0.2311017	X	1	=	0.2311017
DWELLING UNIT	10	5	0.2576356	X	1	=	0.2576356
DWELLING UNIT	11	5	0.214839	X	1	=	0.214839
DWELLING UNIT	12	5	0.1626271	X	1	=	0.1626271
DWELLING UNIT	1	6-36 incl.	0.1626271	X	31	=	5.0414401
DWELLING UNIT	2	6-36 incl.	0.2002881	X	31	=	6.2089311
DWELLING UNIT	3	6-36 incl.	0.2724718	X	31	=	8.4466258
DWELLING UNIT	4	6-36 incl.	0.2311017	X	31	=	7.1641527
DWELLING UNIT	5	6-36 incl.	0.214839	X	31	=	6.660009
DWELLING UNIT	6	6-36 incl.	0.1860226	X	31	=	5.7667006
DWELLING UNIT	7	6-36 incl.	0.1860226	X	31	=	5.7667006
DWELLING UNIT	8	6-36 incl.	0.214839	X	31	=	6.660009
DWELLING UNIT	9	6-36 incl.	0.2311017	X	31	=	7.1641527
DWELLING UNIT	10	6-36 incl.	0.2576356	X	31	=	7.9867036
DWELLING UNIT	11	6-36 incl.	0.214839	X	31	=	6.660009
DWELLING UNIT	12	6-36 incl.	0.1626271	X	31	=	5.0414401
DWELLING UNIT	1	37-39 incl.	0.1626271	X	3	=	0.4878813
DWELLING UNIT	2	37-39 incl.	0.1780339	X	3	=	0.5341017
DWELLING UNIT	3	37-39 incl.	0.2097034	X	3	=	0.6291102
DWELLING UNIT	4	37-39 incl.	0.2111299	X	3	=	0.6333897
DWELLING UNIT	5	37-39 incl.	0.1489322	X	3	=	0.4467966
DWELLING UNIT	6	37-39 incl.	0.1860226	X	3	=	0.5580678
DWELLING UNIT	7	37-39 incl.	0.1860226	X	3	=	0.5580678

SOLARIS AT METROGATE - PHASE 2
SCHEDULE "D" TO THE DECLARATION

UNIT TYPE	UNIT NO.	LEVEL	PROPORTION OF COMMON INTERESTS AND EXPENSES (expressed as percentages to each unit)				
DWELLING UNIT	8	37-39 incl.	0.1489322	X	3	=	0.4467966
DWELLING UNIT	9	37-39 incl.	0.2111299	X	3	=	0.6333897
DWELLING UNIT	10	37-39 incl.	0.2097034	X	3	=	0.6291102
DWELLING UNIT	11	37-39 incl.	0.1774633	X	3	=	0.5323899
DWELLING UNIT	12	37-39 incl.	0.1626271	X	3	=	0.4878813
DWELLING UNIT	1	40	0.1626271	X	1	=	0.1626271
DWELLING UNIT	2	40	0.1780339	X	1	=	0.1780339
DWELLING UNIT	3	40	0.2097034	X	1	=	0.2097034
DWELLING UNIT	4	40	0.2111299	X	1	=	0.2111299
DWELLING UNIT	5	40	0.1489322	X	1	=	0.1489322
DWELLING UNIT	6	40	0.1860226	X	1	=	0.1860226
DWELLING UNIT	7	40	0.1860226	X	1	=	0.1860226
DWELLING UNIT	8	40	0.3637712	X	1	=	0.3637712
DWELLING UNIT	9	40	0.3894492	X	1	=	0.3894492
DWELLING UNIT	10	40	0.1626271	X	1	=	0.1626271
COMMUNICATION CONTROL UNIT	1	41	0.0001752	X	1	=	0.0001752
PARKING UNIT	1-67 incl.	A	0.0076886	X	67	=	0.5151362
PARKING UNIT	68-74 incl.	A	0.0153772	X	7	=	0.1076404
PARKING UNIT	75	A	0.0076886	X	1	=	0.0076886
PARKING UNIT	76	A	0.0153772	X	1	=	0.0153772
PARKING UNIT	77-113 incl.	A	0.0076886	X	37	=	0.2844782
PARKING UNIT	114	A	0.0153772	X	1	=	0.0153772
PARKING UNIT	115-116 incl.	A	0.0076886	X	2	=	0.0153772
PARKING UNIT	117	A	0.0153772	X	1	=	0.0153772
PARKING UNIT	118	A	0.0076886	X	1	=	0.0076886
PARKING UNIT	119-120 incl.	A	0.0153772	X	2	=	0.0307544
PARKING UNIT	121	A	0.0076886	X	1	=	0.0076886
PARKING UNIT	122	A	0.0153772	X	1	=	0.0153772
PARKING UNIT	123-170 incl.	A	0.0076886	X	48	=	0.3690528
LOCKER UNIT	171-235 incl.	A	0.0038408	X	65	=	0.249652
SHARED SERVICE ROOM UNIT	236-239 incl.	A	0.0001752	X	4	=	0.0007008
SHARED SERVICE ROOM UNIT	240	A	0.0000598	X	1	=	0.0000598
PARKING UNIT	1-42 incl.	B	0.0076886	X	42	=	0.3229212
LOCKER UNIT	43	B	0.0038408	X	1	=	0.0038408
PARKING UNIT	44-51 incl.	B	0.0076886	X	8	=	0.0615088
PARKING UNIT	52	B	0.0153772	X	1	=	0.0153772
PARKING UNIT	53	B	0.0076886	X	1	=	0.0076886
PARKING UNIT	54	B	0.0153772	X	1	=	0.0153772
PARKING UNIT	55	B	0.0076886	X	1	=	0.0076886
PARKING UNIT	56-57 incl.	B	0.0153772	X	2	=	0.0307544
PARKING UNIT	58	B	0.0076886	X	1	=	0.0076886
PARKING UNIT	59	B	0.0153772	X	1	=	0.0153772
PARKING UNIT	60-119 incl.	B	0.0076886	X	60	=	0.461316
PARKING UNIT	120	B	0.0153772	X	1	=	0.0153772
PARKING UNIT	121	B	0.0076886	X	1	=	0.0076886
PARKING UNIT	122-128 incl.	B	0.0153772	X	7	=	0.1076404
PARKING UNIT	129-151 incl.	B	0.0076886	X	23	=	0.1768378
LOCKER UNIT	152-290 incl.	B	0.0038408	X	139	=	0.5338712
							100%

Metrogate Inc., hereby confirms the percentages and calculations herein.
Metrogate Inc.

Per: _____
Authorized Signing Officer -Dino Carmel
I have the authority to bind the Corporation

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SCHEDULE "E"

TO THE DECLARATION OF METROGATE INC.

COMMON EXPENSES

1. All expenses of the Corporation incurred by it in the performance of its objects and duties, whether such objects and duties are imposed under the provisions of the Act, the declaration, the by-laws or rules of the Corporation.

2. All sums of money payable by the Corporation for the procurement and maintenance of any insurance coverage required or permitted by the Act or the declaration, as well as the cost of obtaining, from time to time, an appraisal from an independent qualified appraiser of the full replacement cost of the units, common elements and assets of the Corporation, for the purposes of determining the amount of insurance to be obtained.

3. All sums of money paid or payable for utilities and services serving the units and the common elements, including without limitation, monies payable on account of:

a) water on a bulk basis (for each of the dwelling units, the Daycare Centre Unit and designated portions of the common elements), on the express understanding that the Corporation shall ultimately be reimbursed by (through payments made directly to the Utility Monitor by):

i) each of the dwelling unit owners, for the cost of the hot water consumption attributable to each of their respective dwelling units (and any exclusive use common element areas appurtenant thereto), pursuant to the periodic reading of the check or consumption meter for hot water appurtenant to each of the dwelling units (and comprising part of each dwelling unit owner's P.S.R.U.C. amount), with the cost of cold water supplied to (and consumed by) each of the dwelling units (and any exclusive use common element areas appurtenant thereto) comprising part of the common expenses; and

ii) the Daycare Centre Unit owner, for the cost of the water consumption attributable to the Daycare Centre Unit (and any exclusive use common element areas appurtenant thereto), pursuant to the periodic reading of the check or consumption meter for water appurtenant to the Daycare Centre Unit (and comprising part of the Daycare Centre Unit owner's P.S.U.C. amount);

b) electricity on a bulk basis (for each of the dwelling units, the Daycare Centre Unit and designated portions of the common elements), on the express understanding that the Corporation shall ultimately be reimbursed by (through payments made directly to the Utility Monitor by):

i) each of the dwelling unit owners, for the cost of the electricity consumption attributable to each of their respective dwelling units (and any exclusive use common element areas appurtenant thereto), pursuant to the periodic reading of the check or consumption meter for electricity appurtenant to each of the dwelling units (and comprising part of each dwelling unit owner's P.S.R.U.C. amount); and

ii) the Daycare Centre Unit owner, for the cost of the electricity consumption attributable to the Daycare Centre Unit (and any exclusive use common element areas appurtenant thereto), pursuant to the periodic reading of the check or consumption meter for electricity appurtenant to the Daycare Centre Unit (and comprising part of the Daycare Centre Unit owner's P.S.U.C. amount);

c) gas on a bulk basis for any gas service to any designated portions of the common elements;

d) the cost of sorting, storing, recycling and/or disposing of the garbage emanating from the units and common element areas of this Condominium, in the event that municipal garbage pickup service is no longer available for this Condominium, including the cost of all required garbage containers or bins transportable on rollers, and the cost of retaining one or more private garbage pick-up firms to provide all required garbage collection and removal services for this Condominium's garbage and refuse;

e) maintenance and landscaping materials, tools and supplies;

f) interior roadway/walkway lighting, cleaning and snow removal (including the cost of snow and ice removal from the public sidewalk areas along any portion of the perimeter of this Condominium, and specifically adjacent to the Daycare Centre Unit within this Condominium), as well as general grounds maintenance and landscaping services with respect to the non-exclusive use common element areas; and

g) the cost of maintaining, repairing and/or replacing (as and when required) the thermal check meter and the hot water and electricity check meters appurtenant to each of the dwelling units, as well as the check or consumption meters for water and electricity respectively appurtenant to the Daycare Centre Unit;

In addition, each of the dwelling units shall be separately sub-metered and invoiced on a periodic basis by the Utility Monitor [as agent for (or contractor with) the Corporation] for the cost of hot water and electricity services consumed, and for the cost of heating and cooling each unit owner's dwelling unit (predicated on the reading of the thermal check meter and the hot water and electricity check meters appurtenant to each dwelling unit, as provided for in the declaration), and such costs shall be payable by each dwelling unit owner in accordance with the provisions of section 40 (c) to (g) inclusive of the declaration. In addition, each of the dwelling unit owners shall be separately invoiced for cable television and telephone services, and accordingly the cost of heating and cooling the dwelling unit, as well as the cost of water, electricity, cable television and telephone services (so consumed or utilized by each of the dwelling unit owners) shall <u>not</u> constitute or be construed as a common expense, but rather shall be borne and paid for by each dwelling unit owner.

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The Daycare Centre Unit shall be separately metered or sub-metered, and correspondingly invoiced on a periodic basis by the Utility Monitor [as agent for (or contractor with) the Corporation] for the cost of water and electricity services consumed (predicated on the reading of the water and electricity meters or sub-meters appurtenant to the Daycare Centre Unit, as provided for in the declaration), and such costs shall be payable by the Daycare Centre Unit owner in accordance with the provisions of section 44 (f) to (h) inclusive of the declaration. In addition, the Daycare Centre Unit owner shall be separately invoiced for cable television and telephone services, and accordingly the cost of heating and cooling the Daycare Centre Unit, as well as the cost of water, electricity, cable television and telephone services (so consumed or utilized by the Daycare Centre Unit) shall <u>not</u> constitute or be construed as a common expense, but rather shall be borne and paid for by the Daycare Centre Unit owner.

In the event that the Corporation decides or elects, at any time after the registration of the declaration, to purchase cable television and/or other telecommunication services on a bulk basis, for the entire building, then all sums of money payable by the Corporation for such bulk services shall thereupon comprise part of the common expenses of the Corporation.

4. All sums of money required by the Corporation for the acquisition or retention of real property, for the use and enjoyment of the property, or for the acquisition, repair, maintenance or replacement of personal property for the use and enjoyment of the common elements;

5. All sums of money paid or payable by the Corporation for legal, engineering, accounting, auditing, expert appraising, maintenance, managerial and secretarial advice and services required by the Corporation in the performance of its objects and duties;

6. All sums of money paid or payable by the Corporation to any and all persons, firms or companies engaged or retained by it, or by its duly authorized agents, servants and employees for the purpose of performing any or all of the duties of the Corporation;

7. All sums of money assessed by the Corporation (and correspondingly paid by every unit owner as part of their respective contributions towards the common expenses) for:

   a) this Condominium's reserve fund, for the major repair and replacement of the common elements and assets of this Condominium;

   b) a separate reserve fund (established and maintained in conjunction with the Solaris Phase I Condominium) for the major repair and replacement of the Two-Way Shared Facilities exclusively; and

   c) a separate reserve fund (established and maintained in conjunction with the Solaris Phase I Condominium, and with all of the other Metrogate Condominiums hereafter registered from time to time) for the major repair and replacement of the Daycare Centres exclusively;

8. All sums of money paid or payable by the Corporation for any addition, alteration, improvement to or renovation of the common elements or assets of the Corporation;

9. All sums of money paid or payable on account of realty taxes (including local improvement charges) levied against the property (until such time as such taxes are levied against the individual units), and against those parts of the common elements that are leased for business purposes upon which the lessee carries on an undertaking for gain;

10. The fees and disbursements of the Insurance Trustee;

11. All sums of money paid or payable by the Corporation to conduct a performance audit of the common elements pursuant to the provisions of section 44 of the Act, to obtain a reserve fund study pursuant to section 94(4) of the Act [together with all comprehensive studies, and updated studies (including those based on a site inspection or otherwise) at the times and in the manner required to fully comply with the provisions of the Act], to obtain audited financial statements of the Corporation (both for or in respect of the turnover meeting and each annual general meeting thereafter), and to conduct or procure all other studies, audits, inventories or reports as may be required by the Act from time to time;

12. All sums of money paid or payable by the Corporation in order to comply with the duties set forth in section 59 of the declaration, including without limitation:

   a) all expenses incurred by the Corporation in complying with the terms and provisions of the Outstanding Municipal Agreements [as defined in section 59 (o) of the declaration];

   b) all monies payable by the Corporation to the Utility Monitor in accordance with the terms and provisions of the Utility Monitoring Agreement entered into between the Corporation and the Utility Monitor; and

   c) all costs and expenses incurred to maintain, repair, insure and illuminate the superintendent suite and the Phase II Recreation Centre Unit (and all amenities, facilities and equipment situate therein or operated therefrom);

13. All sums of money paid or payable by the Corporation and comprising its Proportionate Two-Way Share of the Two-Way Shared Facilities Costs, established or determined in accordance with Two-Way Shared Facilities Agreement and the Two-Way Shared Facilities Budget(s) issued from time to time, together with all other costs and expenses incurred by (or payable by) the Corporation pursuant to (or arising from) the terms and provisions of the Two-Way Shared Facilities Agreement;

14. All sums of money paid or payable by the Corporation and comprising its Proportionate Daycare Centre Share of the Daycare Centre Costs and the Public Park & Art Costs respectively, established or determined in accordance with Daycare Centre Agreement and the Daycare Centre Budget(s) issued from time to time, together with all other costs and expenses incurred by (or payable by) the Corporation pursuant to (or arising from) the terms and provisions of the Daycare Centre Agreement (including any monies payable by virtue of the Daycare Centre Lease entered into with the Daycare Centre Operator or the City of Toronto in respect of each of the Daycare Centres);

15. All sums of money paid or payable by the Corporation to the Green Lender in connection with the repayment of the Green Loan, including all blended monthly payments made (or to be made) on account of principal and interest, and all other costs and expenses incurred or associated with the Green Loan and/or the security documentation in connection therewith, as expressly contemplated in section 59 (qq) of the declaration; and

16. All costs and expenses (including legal fees on a solicitor and client basis or substantial-indemnity scale, together with all applicable disbursements) incurred by the Corporation in the course of enforcing any of the provisions of the declaration, by-laws and/or rules of the Corporation from time to time (including the provisions of the Two-Way Shared Facilities Agreement, the Daycare Centre Agreement and all other agreements binding on the Corporation or expressly authorized or ratified by any of the by-laws of the Corporation), and effecting compliance therewith by all unit owners and their respective residents, tenants, invitees and/or licensees [save and except for those costs and expenses collected or recoverable by the Corporation against any unit owner(s) in the event of any breach of the provisions of the declaration, by-laws and/or rules, pursuant to the general indemnity provisions of section 57 of the declaration, or any other applicable provisions of the declaration entitling the Corporation to seek reimbursement of costs or indemnification from any owner(s)].

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SCHEDULE 'F'

TO THE DECLARATION OF METROGATE INC.

The owners of **Dwelling Units** (***as defined in Schedule C***) from which there is a direct and exclusive access to those parts of the common elements designated as 'balcony', as illustrated in Part 1 on Sheets 4, 5, 6, 7, 8, 9, 10 and 14 of the description filed concurrently with the declaration, shall have the exclusive use and enjoyment of such balconies.

The owners of **Dwelling Units 4, 5, 6 and 7 on Level 2**, **Dwelling Unit 1 on Level 3** and **Dwelling Units 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 on Level 37** from which there is a direct and exclusive access to those parts of the common elements designated as 'terrace', as illustrated in Part 1 on Sheets 4, 5 and 14 of the description filed concurrently with the declaration, shall have the exclusive use and enjoyment of such terraces.

The owners of **Dwelling Units 1, 2, 3, 4** and **12** on **Level 5** shall have the exclusive use of those portions of the common elements shown on the description filed concurrently with the declaration and designated with the prefix "X", as illustrated on Sheet 1 in Part 2 of said description, as follows:

Unit 1	on Level 5	X-1
Unit 2	on Level 5	X-2
Unit 3	on Level 5	X-3
Unit 4	on Level 5	X-4
Unit 12	on Level 5	X-5

for the exclusive use and enjoyment of same as outdoor terrace area.

The exclusive use portions of the common elements have been constructed substantially in accordance with the structural plans, for the exclusive use and enjoyment of the unit owners hereinbefore set out.

The exclusive use of the above mentioned portions of the common elements shall be subject to the provisions of the declaration, the by-laws of the corporation and the rules passed pursuant thereto, and subject to the right of entry in favour of the corporation to those areas of the exclusive use portions of the common elements, which may be necessary to permit repairs or maintenance of the common elements or units, or to give access to the utility and services areas adjacent thereto.

Date: May 18, 2011
I. M. PATUSHAK LIMITED

Per:.....
Phillip Hofmann, O.L.S.

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FORM 2
CERTIFICATE OF ARCHITECT

(SCHEDULE G TO DECLARATION FOR A STANDARD OR LEASDHOLD CONDOMINIUM CORPORATION)
(UNDER CLAUSE 8(1) (E) OR (H) OF THE CONDOMINIUM ACT, 1998)

Condominium Act, 1998

I certify that 135 Village Green Square (Solaris11):

Strike out whichever is not applicable:
Each building on the property

~~OR~~

~~*(In the case of an amendment to the declaration creating a phase:*~~
~~Each building on the land included in the phase)]~~

has been constructed in accordance with the regulations made under the *Condominium Act, 1998,* with respect to the following matters:

(Check whichever boxes are applicable)

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

2. ☑ Except as otherwise specified in the regulations, floor assemblies are constructed to the sub-floor.

3. ☑ Except as otherwise specified in the regulations, walls and ceilings of the common elements, excluding interior structural walls and columns in a unit, are completed to the drywall (including taping and sanding), plaster or other final covering.

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

OR

~~☐ There are no underground garages.~~

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

OR

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

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

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

8. ~~☐ All installations with respect to the provision of air conditioning are in place.~~

OR

~~There are no installations with respect to the provision of air conditioning.~~

9. ~~☐ All installations with respect to the provision of electricity are in place.~~

10. ☑ ~~All indoor and outdoor swimming pools are roughed in to the extent that they are ready to receive finishes, equipment and accessories.~~

~~OR~~

☑ There are no indoor and outdoor swimming pools.

11. ☑ Except as otherwise specified in the regulations, the boundaries of the units are completed to the drywall (not including taping and sanding), plaster or other final covering, and perimeter doors are in place.

Dated this .....7th..... day of .....June .....2011.

GRAZIANI & CORAZZA ARCHITECTS INC.

Per: _____
Enzo Corazza, B.Arch. OAA MRAIC
Principal

ENZO CORAZZA
Enzo Corazza
(print name)

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FORM 2
CERTIFICATE OF ARCHITECT OR ENGINEER

(SCHEDULE G TO DECLARATION FOR A STANDARD OR LEASDHOLD CONDOMINIUM CORPORATION)
(UNDER CLAUSE 8(1) (E) OR (H) OF THE CONDOMINIUM ACT, 1998)

Condominium Act, 1998

I certify that: SOLARIS II 135 VILLAGE GREEN SQUARE

Strike out whichever is not applicable:
Each building on the property

OR

(In the case of an amendment to the declaration creating a phase:
Each building on the land included in the phase*)]*

has been constructed in accordance with the regulations made under the *Condominium Act, 1998,* with respect to the following matters:

(Check whichever boxes are applicable)

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

2. ☐ Except as otherwise specified in the regulations, floor assemblies are constructed to the sub-floor.

3. ☐ Except as otherwise specified in the regulations, walls and ceilings of the common elements, excluding interior structural walls and columns in a unit, are completed to the drywall (including taping and sanding), plaster or other final covering.

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

OR

☐ There are no underground garages.

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

OR

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

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

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

8. ☑ All installations with respect to the provision of air conditioning are in place.

OR

There are no installations with respect to the provision of air conditioning.

9. ☑ All installations with respect to the provision of electricity are in place.

10. ☑ All indoor and outdoor swimming pools are roughed in to the extent that they are ready to receive finishes, equipment and accessories.

OR

There are no indoor and outdoor swimming pools.

11. ☐ Except as otherwise specified in the regulations, the boundaries of the units are completed to the drywall (not including taping and sanding), plaster or other final covering, and perimeter doors are in place.

Dated this 18th day of MARCH, 2011

.....
(signature)

ERIC PUN
(print name)
(Strike out whichever is not applicable:
Architect
Professional Engineer

LICENSED PROFESSIONAL ENGINEER
ERIC PUI KAI PUN
PROVINCE OF ONTARIO

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DELZOTTO, ZORZI LLP

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E-MAIL: harry@dzlaw.com
June 22, 2011
HAND DELIVERED

Registry Office
Land Titles Division
Metropolitan Toronto
Toronto, Ontario

Attention: Land Registrar

Dear Sirs:

RE: The condominium declaration prepared on behalf of Metrogate Inc. (hereinafter referred to as "**Metrogate**" or the "**Declarant**") of a freehold standard condominium comprising **453 dwelling units** (together with a designated superintendent's suite, situate on level 1 and comprising part of the common elements), **1 daycare centre unit, 492 parking units, 322 locker units, 5 shared service room units, 1 recreation centre unit** and **1 communication control unit** (hereinafter collectively referred to as the "**Condominium**"), on those lands and premises comprising that part of Block 1 on Registered Plan 66M-2460, more particularly designated as **Parts 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25 and 27 on Reference Plan 66R-25270,** registered in the Land Titles Division of the Toronto Registry Office (No. 66) and being all of Property Identification No. 06164-0493(LT), and with the Condominium being **municipally known as 135 Village Green Square, Toronto Ontario** (hereinafter collectively referred to as the "**Real Property**")
Our file No. 0719490

Please be advised that the declarant/builder of the above-captioned condominium is "**Metrogate Inc.**". The declarant's mailing address, and address for service, is 4800 Dufferin Street, Toronto, Ontario M3H 5S9, Attention: Mr. Harvey Fruitman.

Trusting the above is satisfactory.

Yours very truly,

DELZOTTO, ZORZI LLP

Per:
HARRY HERSKOWITZ

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