and for their respective consumption of hot water and electricity (determined in accordance with the aforementioned sub-meter readings), and 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.

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 declared and stipulated that all arrears of any check metered utilities (namely for hot water, electricity and 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 and Electrical Parking Unit (if applicable); provided however that if the immediately preceding clause is hereafter successfully judicially challenged, then same shall nevertheless not preclude, nor 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 45 (d), (e), (f) and (g) of this declaration.

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 stipulated that the Corporation (and its authorized workmen, agents, representatives, contractors and/or sub-contractors) shall be entitled to gain reasonable access to (and through) each of those 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 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 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 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 46 - <u>Use of the Parking Units</u>

(Being units 5 to 45 inclusive on level 2, units 1 to 113 inclusive on level A, units 1 to 119 inclusive on level B, and units 1 to 122 inclusive on level C)

a) Each parking unit shall be used and occupied for motor vehicle 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 commercial vehicle or truck, not exceeding 1.9 metres in height, and shall exclude 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, contractors and/or sub-contractors in the course of constructing, completing, servicing and/or maintaining either or both of the Two Avani Condominiums or any portion thereof, as well as any service vehicles utilized in connection with the servicing, maintenance and/or repair of the units and/or common elements within each of the Two Avani 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 motor vehicles within the boundaries of such parking unit, provided however that in no instance shall any portion of any motor vehicle so parked within a parking unit protrude beyond the boundaries thereof, nor encroach upon any portion of the common elements. Furthermore, parking unit 50 on level B is a "**compact parking unit**" that can only accommodate a compact or small vehicle.

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 38 on level 2, parking units 38, 69 and 77 on level A, parking units 73 and 81 on level B and parking units 74 and 82 on level C (comprising 8 parking units in total) shall 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 same 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.

e) Each of parking units 31 to 37 inclusive on level 2 and parking units 39 to 45 inclusive on level 2 of this Condominium comprise Electrical Parking Units, and are accordingly equipped with a standard electrical outlet as an appurtenance thereto, in order to accommodate (and to correspondingly service or charge) any electric vehicle that may be owned or operated by the owner or tenant thereof. In addition, a separate electricity check meter has been installed as an appurtenance to each of the Electrical Parking Units, in order to measure and confirm the cost of the electricity consumed or utilized by any electric vehicle(s) parked therein from time to time, on a periodic basis, and the owner of any of the Electrical Parking Units shall accordingly be responsible for paying for the cost of such electricity consumption, in addition to the common expenses attributable to (or assessed against) his or her Electrical Parking Unit, pursuant to the invoices periodically issued to the owner of the Electrical Parking Unit by the Utility Monitor (or by any other third party contractor retained by the Corporation in connection with the sub-metering, servicing and reading of the electricity check meter or sub-meter appurtenant to each of the Electrical Parking Units within this Condominium).

Section 47 - Use of the Locker Units

(Being units 13 to 23 inclusive, 25 to 61 inclusive, 63 to 65 inclusive and 67 to 79 inclusive on level 4, units 116 to 120 inclusive, 127 to 131 inclusive and 134 on level A, units 122 to 126 inclusive on level B, and units 125 to 129 inclusive and 139 on level C)

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 48 - Use of the Bicycle Storage/Locker Units

(Being units 10 to 12 inclusive, 24, 62, 66 and 80 on level 4, units 46 to 54 inclusive on level 2, units 114, 115, 121 to 126 inclusive, 132, 133 and 135 on level A, units 120, 121 and 127 to 172 inclusive on level B, and units 123, 124, 130 to 138 inclusive and 140 to 175 inclusive on level C)

Each bicycle storage/locker unit may be used for the storage of one or more bicycles therein or any related bicycle equipment, and/or for the storage of any other materials or personal belongings (whether for general hobby purposes, or otherwise) that can physically be accommodated within the confines thereof, and that does not (and will not) constitute a nuisance or danger to the other unit owners, nor to any of the other units or common elements, and that will not 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. The board of directors of this Condominium may, from time to time, restrict the categories of items that may be stored or used in such bicycle storage/locker units, and which (in the opinion of the board or this 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 bicycle storage/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. Bicycles shall be permitted to be transported along, upon and within the common element lobby, elevators, hallways and corridors of this Condominium, in order to attain access to and egress from any bicycle storage/locker unit(s) which may be located above the first or ground floor, without having to carry the entire bicycle in the air in an effort to avoid any bicycle tires touching the ground or the floor surface, and despite the potential for staining or damaging the common element flooring, carpeting or elevators within this Condominium.

Section 49 - <u>Use of the Communication Control Unit</u>
(Being Unit 1 on Level 36)

a) The communication control unit situate on the rooftop comprising part of this Condominium (hereinafter referred to as the "**CCU**"), and any exclusive use common element areas appurtenant thereto, shall be used and occupied by the owner and/or tenant of such unit and/or their respective authorized agents, representatives, invitees, licensees, workmen, contractors and/or sub-contractors from time to time, for the purposes of broadcasting, distributing, transmitting, receiving and re-transmitting 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, it is hereby declared and stipulated that the owner and/or tenant of the CCU and/or their respective authorized agents, representatives, invitees, licensees, workmen, contractors and/or sub-contractors from time to time, 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 any 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 any 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 this 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 any 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 any 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 electricity meter being correspondingly read by the local electricity authority, and with the owner of the CCU unit being directly billed or invoiced on a periodic basis by the local electricity authority in respect of such electricity consumption), the Corporation may install (at its sole cost and expense) an electricity check or consumption meter measuring the electricity service utilized or consumed by the CCU. In such case, the Corporation shall cause the said check or consumption meter to be read on a monthly basis by the Utility Monitor, who 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 by the CCU based on the prevailing rate(s) charged from time to time by the applicable electricity authority to the Corporation directly. The Corporation shall also be solely responsible for the maintenance and repair of the said electricity check or 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 this 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 sub-contractors 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 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 50 - <u>Use of the Phase I Recreation Centre Unit</u>
(Being Unit 1 on Level 1)

a) Subject to the overriding provisions set out in subsection 50 (c) hereof, the Phase I Recreation Centre Unit shall be used and enjoyed only by the Declarant, and by the dwelling unit owners within each of the Two Avani 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 Avani Condominiums, and for such other uses as are consistent with the equipment, facilities and/or amenities situate within (or comprising part of) the Phase I Recreation Centre Unit, 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 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 Avani Condominiums, the Two-Way Shared Facilities and the Shared Roadway.

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 I Recreation Centre Unit by the Declarant, the Phase II 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 50(c) hereof, and subject to the reasonable and customary restrictions imposed or implemented by the concierge personnel operating the shared 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 Avani 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 I Recreation Centre Unit for their respective marketing/sales programs undertaken or implemented from time to time in connection with either or both of the Two Avani 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 I Recreation Centre Unit for their marketing, sales, construction and/or customer-service purposes, together with one or more model suites, at such location(s) within the Phase I 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 I Recreation Centre Unit, nor for any utility services (or other services) supplied thereto or consumed thereby, nor shall either of the Two Avani Condominiums (or anyone else acting on behalf of the Two Avani

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 Avani Condominiums (nor by anyone else) which would prohibit, limit or restrict the access to, egress from and/or use of the Phase I 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 personnel operating the shared 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 I 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 Avani Condominiums and/or any of the other Metrogate Condominiums from time to time (including without limitation, the Avani Phase II Condominium and the Selene Condominium respectively), 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 (or to comprise part of) 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 I 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 I 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 Avani 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 I 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 Avani 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 I 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 Avani Condominiums, provided however that nothing recommended, endorsed, passed or enacted by or on behalf of the Two-Way Shared Facilities Committee or the Two Avani 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 (or to comprise) part of 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 I Recreation Centre Unit (or any portion thereof), or may (at the Declarant's sole option) leave any or all of same therein to or for the benefit of the Two Avani Condominiums jointly, as determined by the Declarant in its sole, unfettered and unchallenged discretion.

Section 51 - <u>Use of the Shared Service Room Units</u>

(Being unit 2 on level 1, unit 3 on level 1, unit 55 on level 2, unit 56 on level 2, unit 57 on level 2, unit 58 on level 2, unit 10 on level 3, and unit 136 on level A)

The Shared Service Room Units (which comprise part of the Two-Way Shared Units) shall be used for the purposes of housing or containing mechanical, electrical, plumbing, ventilation, drainage, utility, heating, cooling, security 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. The Shared Service Room Units shall be accessible only by the Declarant, any designated board member(s) of either of the Two Avani Condominiums and/or any member(s) of the Two-Way Shared Facilities Committee, and by the authorized agents, representatives, workmen, contractors and/or sub-contractors of the Declarant, and of each of the Two Avani Condominiums and of the Two-Way Shared Facilities Committee, from time to time. The cost of illuminating, maintaining, repairing and insuring each of the Shared Service Room Units, including the cost of all utilities consumed thereby or in connection therewith, together with the cost of maintaining and repairing all shared equipment, fixtures and installations appurtenant thereto (excluding, however, the cost of operating, maintaining, repairing and/or insuring any of the Exclusive Avani I Condominium Equipment and/or any of the Exclusive Avani II Condominium Equipment which may be situate therein) shall comprise part of the Two-Way Shared Facilities Costs.

Section 52 - Temporary Model Suites

Notwithstanding anything contained in this declaration to the contrary, it is expressly declared and stipulated that at the time of registration, several unsold dwelling units, parking units and/or locker units in this Condominium may be used by the Declarant (and by any others within the Metrogate Group) as temporary model suites for marketing, leasing and/or sales purposes in order to market, lease and/or sell not only the Declarant's remaining unsold inventory of dwelling units in this Condominium, but also any proposed units in any of the other Metrogate Condominiums developed (or to be developed) by the Declarant and/or any others within the Metrogate Group. The Declarant and any of the others within the Metrogate Group, and their respective sales staff, as well as 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 and any of the others within the Metrogate Group 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 and the others within the Metrogate Group to each of the respective unit purchasers thereof.

PART 9 - LEASING OF UNITS

Section 53 - 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 the form entitled "Summary of Lease or Renewal" (formerly 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, locker and/or bicycle storage/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 provisions set forth in subsection 53(a), (b) and (c) hereof pertaining to any lease of any unit in this Condominium, shall also apply, *mutatis mutandis* (ie. with all necessary modifications as the context my require), to any sub-lease, license or sub-license to occupy that is hereafter granted or created with respect to any unit in this Condominium.

e) The Declarant and each of the dwelling unit owners in this Condominium shall have the right to lease, sub-lease, license or sub-license their respective dwelling units (and any ancillary parking units, locker units and/or bicycle storage/locker 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 thereto, and without any restrictions or conditions being imposed with respect thereto, save and except for those set forth in the preceding subsections 53 (a), (b) and (c) hereof, as may be applicable.

f) 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 other unit owner to lease, sub-lease, license or sub-license his or her dwelling unit (and any ancillary parking units, locker units and/or bicycle storage/locker units), either on a short term or long term lease/licence arrangement, 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 54 - 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 55 - 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.

PART 10 - MAINTENANCE AND REPAIRS

Section 56 - Maintenance and Repairs to the Units

a) Save as otherwise specifically provided in this declaration to the contrary, 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, 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, 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 subsection 56(g) and section 62 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 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 however 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 this 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, contractors and sub-contractors from time to time. 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 the 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).

f) 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.

g) 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).

h) 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.

i) 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 57 - <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 or the Shared Roadway that comprises part of the common elements of this Condominium, and which the Two-Way Shared Facilities Committee or the Shared Roadway Committee, as the case may be (or the Declarant, prior to the establishment of the Two-Way Shared Facilities Committee or the Shared Roadway Committee, as the case may be) has failed to maintain and repair in accordance with the provisions of the Two-Way Shared Facilities Agreement or the Shared Roadway Agreement, as applicable], 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 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 subsections 57 (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 dwelling 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 subsection 57(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 11 - INSURANCE

Section 58 - 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 I Recreation Centre Unit (and all equipment, fixtures, furnishings and other personal property situate therein or operated therefrom, from time to time) in an amount sufficient 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 59 - 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 60 - 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 61 - Insurance Maintained by Each of the 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 his or her respective 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 of the owner (or of the residents or occupants of the owner's unit) contained within the owner's unit (or stored elsewhere within the confines of the Condominium property), including any 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; and

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

Section 62 - Indemnification of the Corporation by Unit Owners

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 63 - <u>Insurance Trust Agreement</u>

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**"), pursuant to which the Insurance Trustee shall hold all insurance proceeds received in connection with any insurance claim made or arising under the Corporation's master insurance policy which insures the units and common elements within this Condominium [in excess of fifteen (15%) percent of the replacement cost of the

damaged or injured property so covered by the Condominium's master insurance policy] 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).

b) 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.

c) 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 12 - DUTIES OF THE CORPORATION

Section 64 - 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 I Recreation Centre Unit (and to all amenity areas and facilities situate therein), in order to ensure that the Phase I Recreation Centre Unit (and all amenities and facilities situate therein or operated therefrom) 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 Avani Condominiums), and to cause all requisite utility services to be provided to the common elements, including without limitation, those portions of the Two-Way Shared Facilities situate within the boundaries of this Condominium;

b) To maintain and repair 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, and to maintain and repair the Avani Crash Wall/Berm in accordance with the noise, vibration and/or safety impact mitigation measures, if any, imposed or required from time to time by the Canadian Pacific Railway Company and/or the City of Toronto, together with the maintenance and repair of 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, snow and ice from all portions of the Shared Roadway comprising part of the common elements of this Condominium, and from all walkways, driveways and the garage ramp leading into and 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 that are situate within the boundaries of this Condominium [in the event that any of the foregoing items or areas are not maintained and repaired by (or pursuant to the directions or recommendations of) the Two-Way Shared Facilities Committee on behalf of the Two Avani Condominiums in accordance with the provisions of the Two-Way Shared Facilities Agreement, or by the Shared Roadway Committee on behalf of the Three Condominiums in accordance with the provisions of the Shared Roadway Agreement], and to correspondingly remove snow, ice and debris from the public sidewalk areas along the perimeter of this Condominium;

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 or the Shared Roadway Agreement, as the case may be;

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, contractors, sub-contractors and/or invitees:

i) over any portion of the common elements, in order to facilitate the Declarant's construction and completion of all buildings and structures comprising part of this Condominium and situate within the confines of the Real Property; and

ii) over, under, across, above, within or through any portion of the servient easements to which this Condominium is subject pursuant to Schedule "A" to this declaration (including the overhead air crane access rights and below-grade encroachment rights for tieback anchors and related shoring works expressly reserved in said Schedule "A"), in order to enable or facilitate the Declarant's construction and completion of the Avani Phase II Condominium on the Avani Phase II Lands, and the construction and completion of the Phase VIII Condominium on the Phase VIII Lands situate adjacent to the east of this Condominium;

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 I Recreation Centre Unit) by the Declarant and any others within the Metrogate Group, and their respective designated representatives, agents, employees, contractors, sub-contractors and/or 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 Avani Condominiums and any of the other condominium(s) now or hereafter comprising part of the Metrogate Condominium Community;

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 vehicular access to, egress from and/or use of those portions of the Shared Roadway comprising part of the common elements of this Condominium, by the Declarant and each of the Three Condominiums, and by their respective owners, residents, tenants, invitees and/or licensees from time to time, save and except for any temporary restriction on access or use during the period of any desired or required maintenance or repair work undertaken by or on behalf of this Condominium, provided same is in compliance with the provisions of the Shared Roadway 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 and/or vehicular access and egress over the garage ramp leading into and out of the Two-Way Shared Underground Garage, and over and across all underground garage drivelanes and walkways situate within the boundaries of this Condominium, by the Declarant and the unit owners of the Avani Phase II Condominium from time to time, and their respective residents, tenants and invitees from time to time, as expressly provided or contemplated in the Two-Way Shared Facilities Agreement;

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 pedestrian egress from the Two-Way Shared Underground Garage, for fire and emergency purposes, by the unit owners of the Avani Phase II 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;

i) 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 I Recreation Centre Unit by each of:

i) the Declarant, and any others within the Metrogate Group, and their respective employees, agents, representatives, retained contractors, 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 by any others within the Metrogate Group) from time to time, as expressly contemplated or provided for in this declaration and/or the Two-Way Shared Facilities Agreement; and

ii) the respective owners, residents and tenants of each of the dwelling units within the Avani Phase II Condominium from time to time, and their respective invitees from time to time;

and to correspondingly ensure that neither the Phase I Recreation Centre Unit, nor any of the equipment, facilities or amenities situate therein or operated therefrom, are accessed, used and/or enjoyed by the owner of the daycare centre unit to be situate within the Avani Phase II Condominium, nor by the Daycare Centre Operator (nor by their respective agents, employees, workmen, contractors, invitees or licensees), nor by any children, parents or other occupants of (or visitors to) the aforementioned daycare centre unit;

j) To enter into the Two-Way Shared Facilities Agreement with the Declarant 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 insofar as this Condominium and the Avani Phase I Lands 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 Avani Phase II Condominium (or to the Declarant on behalf of the Avani Phase II Condominium), 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 Avani Phase II Lands, as may be provided or contemplated in the Two-Way Shared Facilities Agreement;

k) To pay this Condominium's 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), pursuant to the Two-Way Shared Facilities Budget(s) prepared and submitted from time to time (including this Condominium's required payment of 75% of the Two-Way Shared Facilities Costs from and after the date of registration of this Condominium to and until the earlier of the Phase II Escrow Date and the 2nd anniversary of the date of registration of this declaration, as well as this Condominium's required payment of 100% of the Two-Way Shared Facilities Costs between the 2nd anniversary of the date of registration of this declaration and the Phase II Escrow Date, if applicable, all as more particularly outlined in section 28 of this declaration);

l) To execute, forthwith upon the request of the Declarant at any time following the registration of the Avani Phase II 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 the Avani Phase II Condominium, arising under (or pursuant to) the provisions of this declaration, the Two-Way Shared Facilities Agreement or otherwise;

m) To enter into the Shared Roadway Agreement with the Declarant 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 Shared Roadway Agreement insofar as this Condominium and that portion of the Shared Roadway comprising part of the common elements of this Condominium are concerned, and to the extent possible, compel the observance and compliance with the provisions of the Shared Roadway 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 Shared Roadway to and in favour of the Avani Phase II Condominium and/or the Phase VIII Condominium (or to the Declarant on behalf of the Avani Phase II Condominium and/or the Phase VIII Condominium), 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 Avani Phase II Lands or the Phase VIII Lands, as may be provided or contemplated in the Shared Roadway Agreement;

n) To pay this Condominium's Proportionate Three-Way Share of the Shared Roadway Costs (in accordance with the provisions of this declaration, and the Shared Roadway Agreement), pursuant to the Shared Roadway Budget(s) prepared and submitted from time to time (including this Condominium's required payment of 100% of the Shared Roadway Costs from and after the date of registration of this Condominium to and until the date of registration of the Avani Phase II Condominium, as well as this Condominium's required payment of 50% of the Shared Roadway Costs from and after the date of registration of the Avani Phase II Condominium to and until the date of registration of the Phase VIII Condominium), all as more particularly outlined in section 33 of this declaration;

o) To execute, forthwith upon the request of the Declarant at any time following the registration of the Avani Phase II 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 Shared Roadway Costs for and on behalf of the Avani Phase II Condominium, arising under (or pursuant to) the provisions of this declaration, the Shared Roadway Agreement or otherwise;

p) To execute, forthwith upon the request of the Declarant at any time following the registration of the Selene Condominium or Phase VIII 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 Shared Roadway Costs for and on behalf of the Selene Condominium, arising under (or pursuant to) the provisions of this declaration, the Shared Roadway Agreement or otherwise,

q) To enter into a counterpart to the Daycare Centre Agreement, with the Declarant and Ventus At Metrogate Inc. as parties thereto, but without any of the prior registered Metrogate Condominiums as parties or signatories 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 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 all of the Metrogate Condominiums so registered are liable under the provisions of the Section 37 Agreement, as well as the provisions of sections 35 to 42 inclusive of this declaration;

r) 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 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);

s) To execute, forthwith upon the request of the Declarant made at any time following the registration of this Condominium, a counterpart to the trust agreement (or a supplemental trust agreement) referred to in section 36(a) of this declaration (if so requested to do so by the Declarant), evidencing the fact that the Declarant is holding registered title to each of the Daycare Centres so completed and operational in trust for (and as a bare trustee for) each of the Metrogate Condominiums so registered from time to time (with the latter being the sole beneficial owners thereof), and the foregoing duty shall also oblige this Condominium to execute and deliver all other 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 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);

t) To abide by, and comply with, the terms and provisions of the following outstanding agreements and/or easements [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**, and which agreement as so amended replaces and supercedes the prior registered agreement registered as Instrument No. AT-1505281(hereinbefore and hereinafter collectively referred to as the **"Section 37 Agreement"**);

   ii) 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

iii) an outstanding site plan agreement dated November 22nd, 2016, entered into between the Declarant and the City of Toronto, pertaining to the development of this Condominium on the Avani Phase I Lands (hereinafter referred to as the "**Site Plan Agreement**");

u) 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 include the obligation of this Condominium to:

i) enter into (and abide by the terms and provisions of) an assumption agreement 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 of Outstanding Municipal Agreements**"), 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;

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 of the Real Property which would or might affect the Canadian Pacific Railway lands situate adjacent to the north of this Condominium, without receiving the prior written concurrence of the Canadian Pacific Railway Company and the City of Toronto thereto;

iv) 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 because of any breach of the duties or obligations outlined in subsection 64(u)(i), (ii) and (iii) above, and/or because of any breach of any term(s) or provision(s) of any of the Outstanding Municipal Agreements committed by this Condominium (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 this Condominium (or by anyone else for whose actions or omissions the Corporation is liable, at law or in equity);

v) To accept, at any time before or 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 Avani Phase II Condominium being included in any such deed/transfer as a co-transferee, in respect of the Avani Phase II 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 each of the Two-Way Shared Units without requiring or requisitioning anything else from the Declarant whatsoever in connection therewith (and specifically without requiring or requisitioning any undertakings, indemnities, clearances, certificates, statutory declarations, opinions and/or any other documents or matters from the Declarant or its solicitors in connection therewith);

w) 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 Avani Phase II Lands (or portions of the common elements of the Avani Phase II Condominium) which may be needed for pedestrian and/or vehicular access and egress thereover, and/or for maintenance, servicing or any other related purposes;

x) 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 Phase VIII Lands (or portions of the common elements of the Selene Condominium or Phase VIII Condominium) which may be needed for pedestrian and/or vehicular access and egress over portions of the Shared Roadway, and/or for maintenance, servicing or any other related purposes;

y) To require, in the event that any unsold parking units, locker units, bicycle storage/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), bicycle storage/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;

z) 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;

aa) 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 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**");

bb) 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 the 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**");

cc) 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 and designated portions of the common elements in this Condominium by any or all of the Telecommunication Service Providers, 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;

dd) To enter into (and to abide by the terms and provisions of) an assumption agreement with the Declarant, and with or without Rogers Communications Inc. (hereinafter referred to as **"Rogers"**) as a party or signatory thereto, but nevertheless enforceable by Rogers against the Corporation (hereinafter referred to as the **"Assumption of the Bulk Internet Agreement"**), pursuant to which the Corporation shall formally evidence and confirm its assumption of all outstanding and/or ongoing obligations and liabilities of the Declarant arising under a bulk internet service agreement entered between the Declarant and Rogers for the provision by Rogers of broadband internet services on a bulk basis to this Condominium (hereinafter referred to as the **"Bulk Internet Agreement"**), pursuant to which:

i) Rogers agreed to provide broadband internet services on a bulk basis to this Condominium (comprising up to approximately 250Mbps of download speed/capacity and up to 20 Mbps of upload speed/capacity), with corresponding unlimited usage;

ii) Rogers was granted an easement or right-of-way over, under, upon, across and through the common elements of this Condominium, for the purposes of facilitating the installation, operation, maintenance and/or repair of its broadband internet telecommunication lines, cables and appurtenant equipment, in order to enable and facilitate Rogers' supply of broadband internet services to each of the dwelling units in this Condominium on a bulk basis;

iii) Rogers shall retain ownership of all wires, cables, conduits and appurtenant equipment associated with the provision and distribution of its broadband internet services to each of the units and the common elements of this Condominium (hereinafter collectively referred to as the **"Rogers' Internet Equipment"**), and shall correspondingly be allowed access to and from (and upon, over and throughout) the common elements of this Condominium for the purposes of facilitating the promotion and marketing of Rogers' broadband internet services and products, from time to time;

iv) the initial term of the Bulk Internet Agreement is approximately 30 months, commencing upon the first occupancy of any dwelling unit in this Condominium (the **"Initial Term"**), and the annual cost or rate for such bulk internet service throughout the Initial Term shall be equivalent to $18.95 per dwelling unit per month, plus H.S.T.; and

v) this Condominium shall have the unilateral right and option (exercisable no later than 30 days prior to the expiry of the Initial Term) to extend such bulk internet service for an additional 8 years thereafter (hereinafter referred to as the **"Option Period"**), at an annual cost or rate during the first year of the Option Period equivalent to approximately $37.13 per dwelling unit per month plus H.S.T.(based on the Option Period having commenced on or about September, 2018, with a 3% annual increase from and after 2018 to and until the year in which the Option Period ultimately commences), and thereafter with annual rate increases of 3% per annum throughout the balance of the Option Period.

In turn, the Assumption of the Bulk Internet Agreement shall formally evidence and confirm:

A. this Condominium's agreement to assume and be bound by the Bulk Internet Agreement, including all outstanding and/or ongoing obligations and liabilities of the Declarant arising thereunder [and specifically the obligation to pay Rogers on a monthly basis, from and after the date of registration of this Condominium to and until the expiry of the Initial Term, the cost or rate owing to Rogers for such bulk internet service as expressly outlined or provided by the Bulk Internet Agreement, together with the benefit of the aforementioned option in favour of this Condominium to extend such bulk internet service for and throughout the Option Period at the aforementioned increased rate(s)];

B. the automatic discharge and release of the Declarant from all obligations and liabilities arising under the Bulk Internet Agreement, and this Condominium's indemnity of the Declarant from and against all costs, claims, damages and/or liabilities which the Declarant may thereafter suffer or incur as a result of (or in connection with) any claim or proceeding thereafter made or pursued by Rogers against the Declarant because of any breach or contravention of any term(s), provision(s) or obligation(s) outlined in the Bulk Internet Agreement so committed by this Condominium (or by anyone else for whose actions or omissions the Corporation is liable, at law or in equity);

C. that all amounts payable to Rogers for such bulk internet service shall comprise part of the common expenses of this Condominium, and shall correspondingly be reflected in this Condominium's annual budget(s); and

D. that Rogers shall retain ownership of the Rogers' Internet Equipment at all times, and that this Condominium shall be obliged not to obstruct, alter, remove or tamper with the Rogers' Internet Equipment without the prior written consent of Rogers thereto, and that Rogers shall be allowed access to and from (and upon, over and throughout) the common elements of this Condominium for the purposes of facilitating the maintenance and repair of Rogers' Internet Equipment, and for the promotion and marketing of Rogers' broadband internet services and products, from time to time;

ee) To enter into the Ground Water Discharge Assumption Agreement with the Declarant and the City of Toronto, forthwith upon the request of the Declarant or the City of Toronto, in order to evidence and confirm this Condominium's assumption of the Ground Water Discharge Obligations in respect of the Real Property, and to perform and fulfil all outstanding and ongoing Ground Water Discharge Obligations, including without limitation, the ongoing treatment, filtration, inspection, testing and monitoring of the ground water within the confines of this Condominium that is ultimately discharged into the City of Toronto's storm sewer system, in accordance with the terms and provisions of the Ground Water Discharge Assumption Agreement, and to maintain and repair the Ground Water Filtration System as and when required, and keep same operating at all times in good condition and in a good state of repair. The foregoing duty shall also include the obligation of this Condominium to 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) any claim or proceeding hereafter made or pursued against the Declarant by the City of Toronto because of any breach or contravention of any of the Ground Water Discharge Obligations committed by the Corporation [or committed by anyone else for whose actions or omissions the Corporation is liable (either vicariously or otherwise), at law or in equity] and/or any security heretofore provided or posted by the Declarant with the City of Toronto (to ensure the fulfilment of any or all of the Ground Water Discharge Obligations) being drawn down upon by the City of Toronto (in whole or in part), as a direct or indirect result of any breach or contravention of any of the Ground Water Discharge Obligations committed by the Corporation [or committed by anyone else for whose actions or omissions the Corporation is liable (either vicariously or otherwise), at law or in equity];

ff) To apply to the Ministry of Environment & Climate Change (the "**MOECC**") shortly after the registration of this Condominium for a permit to take water (namely ground water) that will replace and supercede the permit heretofore issued by the MOECC to the Declarant as Permit No. 7132-AAGMZU, and to comply with all ground water discharge requirements and all outstanding and/or ongoing obligations imposed by the MOECC under or pursuant to said permit, including without limitation, the obligation to:

i) maintain a continuous flow measuring device to measure the flow rate of all ground water emanating from (and discharged by) this Condominium, and to maintain a daily record of the volume of the ground water so emanating from (and discharged by) this Condominium, and to keep all required ground water collection and discharge records up to date and available for inspection by a provincial officer, and to submit the daily ground water collection/discharge data so recorded for the previous year to the MOECC's water taking reporting system, on or before March 31st in every year; and

ii) implement the ground water monitoring and mitigation plan (if any) so outlined in the permit to take water that has been issued by the MOECC to this Condominium;

gg) 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 (as well as the electricity check meter appurtenant to each of the Electrical Parking 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, and for the cost of heating and cooling their respective dwelling units, determined in accordance with the Utility Monitor's check meter readings;

ii) 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 electricity check meter appurtenant to each of the Electrical Parking Units), 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 aforementioned check meters appurtenant to each of the units in this Condominium; and

iii) charge back the cost of such sub-meter reading and invoicing services, to each of the dwelling unit owners;

hh) 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 the electricity check meter appurtenant to each of the Electrical Parking

Units), are in good working order (and properly tested and serviced from time to time), and that said sub-meters are read by the Utility Monitor (and invoices reflecting the cost of water and electricity consumption, based on said 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 (and any Electrical Parking Unit, if applicable) of each Defaulting Residential Owner, pursuant to the foregoing provisions of this declaration; and

ii) 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 sub-meters appurtenant to each of the dwelling units and the Electrical Parking Units;

ii) To ensure that on designated or scheduled municipal garbage pickup days only, arrangements are made for the Condominium's residential garbage container bins to be moved from the garbage collection/holding room, to a reinforced exterior concrete storage/collection pad, and that the building superintendent or another trained person is present at all times during the removal of the garbage and refuse from this Condominium, in order to properly manoeuvre the garbage containers to the exterior concrete storage/collection pad, and onto the municipal 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;

jj) To take all requisite steps to ensure that no part of the outdoor penthouse roof areas and/or any outdoor patios, balconies or terraces 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 respective dwelling units on the uppermost level of this Condominium, or upon or within the penthouse roof areas (or any portion thereof), 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 ensure (to the extent reasonably possible) that an AAI Agreement is entered into by the Corporation with any owner desiring to make any addition, alteration or improvement to any exclusive use common element areas 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/or 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 shall also 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;

mm) 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), 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;

nn) 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 and to Tarion Warranty Corporation pursuant to section 44(9) of the Act;

oo) To facilitate the procurement by the Declarant of (and assist and co-operate with the Declarant in obtaining) third party authentication of the Metrogate Condominium Community's LEED Neighbourhood accreditation or status, 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 the Metrogate Condominium Community has been designed and constructed to achieve suitable energy performance targets (and correspondingly designed to use approximately 25% less energy than comparable buildings 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 have the Metrogate Condominium Community attain or achieve "**LEED ND**" certification (ie. with the intention the Metrogate Condominium Community will have achieved at least the minimum number of credits required for neighbourhood 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, 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 the Metrogate Condominium Community's LEED ND certification or certified standard, in terms of energy efficiency (if LEED certification was, 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 a whole, or as a community), ultimately achieve or attain LEED certification or status, or LEED community certification or LEED neighbourhood certification, nor shall the Declarant be responsible or liable for maintaining this Condominium according to the LEED certified standard after the point of its initial certification (if LEED certification was, in fact, ever achieved or attained), under any circumstances whatsoever;

pp) 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 appurtenant installations 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;

qq) 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 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/or

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 in this Condominium to access same for the purposes of facilitating the showing and sale of such owner's dwelling unit, provided that the affected unit 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, officers and directors) from all claims and/or liabilities arising from such permitted entry/access and/or any resultant loss or damage as aforesaid;

rr) 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) 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

ss) 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 13 - GENERAL MATTERS

Section 65 - 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 66 - 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 67 - 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 68 - 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.

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 Shared Roadway Committee,** (when established or created), by giving same to at least 2 committee members (who are not representatives or nominees of the same contributor or condominium corporation), either personally or by ordinary mail, postage prepaid, addressed to the respective dwelling units of such committee members (or in the case of the Declarant's nominees on said committee, by giving notice to the Declarant at the Declarant's aforementioned address for service).

vii) **To the Daycare Centre Committee,** (when established or created), by giving same to at least 6 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.

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 69 - 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 70 - 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 9th day of January, 2017.

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 255 Village Green Square, Toronto**, and comprising that part of Block 7 on registered Plan 66M-2460, more particularly designated as **Parts 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 17 on Reference Plan 66R-28701**, registered in the Land Titles Division of the Toronto Registry Office (No. 66), and being part of PIN 06164-0475(LT) (hereinafter referred to as the "**Real Property**" or the "**Avani Phase I Lands**").

1. **Existing Servient Easement - For Noise, Vibration, Dust, Smoke & Particulate Matter Emissions**

SUBJECT TO an easement in favour of Metrolinx over, upon, across and through the Real Property, as set out **Instrument No. AT-2489582**;

2. **Existing Servient Easement - For Gas Distribution Services**

SUBJECT TO an easement in favour of Enbridge Gas Distribution Inc., over, upon, under, across and through the Real Property, as set out in **Instrument No. AT-3827712**;

3. **Existing Servient Easement - For Cable Television and Telecommunication Services**

SUBJECT TO an easement in gross, in favour of Rogers Communications Inc., over, upon, under, across and through the Real Property, as set out in **Instrument No. AT-3850488**;

4. **New Servient Easement - Vehicular & Pedestrian Access and Egress in favour of the Avani Phase II Condominium and the Selene Condominium**

RESERVING 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 2 and 3 on Reference Plan 66R-28701** (hereinafter referred to as the "**Avani Phase I Shared Roadway**"), in favour of:

a) the owner or owners from time to time (and their respective successors and assigns) of that part of Block 7 on registered Plan 66M-2460, more particularly designated as **Parts 14, 15 and 16 on Reference Plan 66R-28701**, registered in the Land Titles Division of the Toronto Registry Office (No. 66) and municipally known as 275 Village Green Square, Toronto (hereinafter collectively referred to as the "**Avani Phase II Lands**"), including the residential high-rise condominium developed thereon (hereinafter referred to as the "**Avani Phase II Condominium**") and the unit owners thereof from time to time, and their respective residents, tenants, invitees and licensees from time to time; and

b) the owner or owners from time to time (and their respective successors and assigns) of Block 8 on registered Plan 66M-2460, being all of PIN 06164-0476(LT), registered in the Land Titles Division of the Toronto Registry Office (No. 66) and municipally known as 225Village Green Square, Toronto (hereinafter collectively referred to as the "**Selene Lands**" or the "**Phase VIII Lands**"), including the residential high-rise condominium developed thereon (hereinafter referred to as the "**Selene Condominium**" or the "**Phase VIII 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 Avani Phase I Shared Roadway, to and from the Avani Phase II Lands and the Selene Lands respectively, including without limitation, facilitating the manoeuvring and turning of any service vehicles which provide garbage pick-up, maintenance, deliveries, moving, fire protection and/or other services to:

i) the Avani Phase II Lands and/or the Avani Phase II Condominium, or to any of the owners or residents of the Avani Phase II Condominium; and

ii) the Selene Lands and/or the Selene Condominium, or to any of the owners or residents of the Selene Condominium;

provided however that such access, egress and/or use shall be subject to any reasonable restrictions imposed by the concierge personnel operating the concierge station on behalf of the Two Avani Condominiums;

5. **New Servient Easement - Pedestrian Access and Egress in favour of the Avani Phase II Condominium**

RESERVING 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 7, 11, 12 and 13 on Reference Plan 66R-28701** (hereinafter referred to as the "**Avani Phase I Common Walkways & Landscaped Areas**"), in favour of the owner or owners from time to time (and their respective successors and assigns) of the Avani Phase II Lands, including the Avani Phase II 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 Avani 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 concierge personnel operating the concierge station on behalf of the Two Avani Condominiums;

6. **New Servient Easement - Pedestrian & Vehicular Access and Egress in favour of the Avani Phase II Condominium**

RESERVING 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 5, 8, 9 and 10 on Reference Plan 66R-28701** (hereinafter referred to as the "**Avani Phase I Shared Garage Drivelanes & Walkways**"), in favour of the owner or owners from time to time (and their respective successors and assigns) of the Avani Phase II Lands, including the Avani Phase II Condominium and the unit owners thereof from time to time, and their respective residents and tenants from time to time, for the purposes of providing vehicular and pedestrian access and egress over the Avani Phase I Shared Garage Drivelanes & Walkways, to and from the parking units, locker units, bicycle storage/locker units and/or common element areas within each of levels 1, 2, A, B and C of this Condominium, provided however that such access, egress and/or use shall be subject to any reasonable restrictions imposed by the concierge personnel operating the concierge station on behalf of the Two Avani Condominiums;

7. **New Servient Easement - Pedestrian & Vehicular Access and Egress in favour of the Avani Phase II Condominium**

RESERVING 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 5 and 6 on Reference Plan 66R-28701** (hereinafter referred to as the "**Avani Phase I Shared Visitor Parking Areas**"), in favour of the visitors or invitees of the owner or owners from time to time (and their respective successors and assigns) of the Avani Phase II Lands, including the visitors or invitees of the Avani Phase II Condominium and the invitees of the respective unit owners, residents and tenants of the Avani Phase II Condominium from time to time, for the purposes of providing vehicular and pedestrian access to and egress from the Avani Phase I Shared Visitor Parking Areas, together with the temporary use of the visitor parking spaces located within the Avani Phase I Shared Visitor Parking Areas by the private passenger motor vehicles of the visitors or invitees of the owner or owners of the Avani Phase II Lands, as well as the visitors or invitees of the Avani Phase II Condominium, and the visitors or invitees of the respective unit owners, residents and tenants of the Avani Phase II Condominium, provided however that such access, egress and/or use shall be subject to any reasonable restrictions imposed by the concierge personnel operating the concierge station on behalf of the Two Avani Condominiums;

8. **New Servient Easement - General Servicing Easement in favour of the Avani Phase II Condominium**

RESERVING 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 Avani Phase II Lands, including the Avani Phase II Condominium, and the unit owners thereof from time to time, and their respective residents, tenants, invitees and licensees from time to time, and all of their respective authorized agents, representatives, workmen, contractors and/or sub-contractors from time to time, in, over, under, across, along, upon and through those portions of the Avani Phase I Lands comprising the common elements of this Condominium which are situate on levels 1, 2, A, B and C of this Condominium (hereinafter collectively referred to as the "**Avani Phase I Servicing Areas**"), for the purposes of:

a) 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, and any other utility or service(s) to the Avani Phase II Lands and/or the Avani Phase II Condominium, or to any portion thereof; and

b) providing pedestrian and vehicular access and egress thereto or thereover, to the Avani Phase II Condominium's authorized service personnel (and their respective service vehicles, where feasible or reasonably practical or appropriate, due to the existence of roadways or driveways that have already been physically constructed), 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 Avani Phase II Lands (or situate upon any portion of the Avani Phase I Lands but servicing or benefitting the Avani Phase II Lands and/or the Avani Phase II Condominium, or any portion thereof);

and which easement, right-of-way or right in the nature of an easement shall include, 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 Avani Phase I Servicing Areas for any of the foregoing purposes, provided however that such easement or right of way shall not impair or diminish the load-bearing capacity or structural integrity of the Avani Phase I Servicing Areas or any portion thereof, nor any support that same may provide to any portion of the buildings, structures, installations or improvements located on or within any portion of the Avani Phase I Lands from time to time, nor shall the use or exercise of such easement or right-of-way:

i) damage, impair or deleteriously affect any of the pipes, wires, cables, conduits, equipment, fixtures, systems and/or installations (or any portion thereof) situate within any portion of this Condominium and which service (or provide any utility or benefit to) any of the units or common element areas within this Condominium; and/or

ii) unreasonably interfere with the use and/or enjoyment of any of the units or common element areas within this Condominium (or any portion thereof) by the respective unit owners and residents thereof;

and provided further that the foregoing easement shall at all times be used, exercised and/or enjoyed so that, to the extent reasonably possible, such use, exercise and/or enjoyment causes the least amount of interference, inconvenience and/or disruption to the respective owners and residents of this Condominium;

9. **New Servient Easement - Support Easement in favour of the Avani Phase II Condominium and the Selene Condominium**

RESERVING an easement for support, or right of support, in favour of:

a) the owner or owners from time to time (and their respective successors and assigns) of the Avani Phase II Lands, including the Avani Phase II Condominium and the unit owners thereof from time to time, and their respective residents, tenants, invitees and licensees from time to time; and

b) the owner or owners from time to time (and their respective successors and assigns) of the Selene Lands, including the Selene 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 Avani Phase I Lands comprising the common elements of this Condominium which are situate on levels 1, 2, 3, A, B and C respectively (hereinafter referred to as the **"Avani Phase I Support Areas"**), for the purposes of providing support to or for:

i) the building(s), structures(s), improvement(s) and/or installation(s) now or hereafter erected on the Avani Phase II Lands and/or comprising part of the Avani Phase II Condominium;

ii) the building(s), structures(s), improvement(s) and/or installation(s) now or hereafter erected on the Selene Lands and/or comprising part of the Selene Condominium; and

iii) the Shared Roadway benefitting the Avani Phase II Lands and/or the Avani Phase II Condominium, as well as the Selene Lands and/or the Selene 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 Avani Phase I Support Areas;

10. **New Servient Easement - Air Crane Access Rights and At Grade & Below Grade Access/Encroachment Rights for Shoring**

RESERVING a temporary and non-exclusive servient easement, right-of-way or right in the nature of an easement, that will endure no longer than 10 years after the date of registration of this Condominium, in favour of:

a) the owner or owners from time to time of the Avani Phase II Lands (and their respective successors and assigns) and their respective authorized agents, employees, representatives, contractors and/or sub-contractors from time to time; and

b) the owner or owners from time to time of the Selene Lands (and their respective successors and assigns) and their respective authorized agents, employees, representatives, contractors and/or sub-contractors from time to time:

i) over, above and across the common elements of this Condominium for airspace access thereto, therein and thereover (hereinafter referred to as the **"Air Access Encroachment Area"**), for the purposes of providing unlimited and unrestricted air crane access above, within and through the Air Access Encroachment Area, so as to permit overhead cranes to be operated (and to swing) within and through the Air Access Encroachment Area, in order to facilitate the development, construction and completion of the Avani Phase II Condominium on the Avani Phase II Lands, and the development, construction and completion of the Selene Condominium on the Selene Lands, respectively; and

ii) over, upon, below, along, across, beneath and through the common elements of this Condominium for at-grade and below-grade access thereto and therein (hereinafter collectively referred to as the **"At Grade & Below Grade Access/Encroachment Area"**), for the purposes of allowing the installation (and permanent encroachment) of tiebacks, anchors, caisson walls, and other related shoring materials and equipment, and the corresponding access thereto by vehicles and workmen working within the At Grade & Below Grade Access/Encroachment Area, in order to facilitate and/or expedite the development, construction and completion of the foundation and underground parking garage of the Avani Phase II Condominium on the Avani Phase II Lands, and the development, construction and completion of the foundation and underground parking garage of the Selene Condominium on the Selene Lands respectively, on the express understanding that there shall be no obligation whatsoever on the part of the owner or owners of either of the dominant tenements [namely the owner(s) of the Avani Phase II Lands and the owner(s) of the Selene Lands] to remove, at any time hereafter, any or all of the below grade tiebacks, anchors and/or other related shoring materials so installed and permanently encroaching within and/or beneath the Avani Phase I Lands;

11. **New Servient Easement - the Declarant's Construction Easement**

RESERVING a temporary and non-exclusive servient easement, right-of-way or right in the nature of an easement, in favour of:

a) the owner or owners from time to time of the Avani Phase II Lands (and their respective successors and assigns) and their respective authorized agents, employees, representatives, contractors and/or sub-contractors from time to time; and

b) the owner or owners from time to time of the Selene Lands (and their respective successors and assigns) and their respective authorized agents, employees, representatives, contractors and/or sub-contractors from time to time:

in, on, over, along, across, upon, under and through the common elements on all levels of this Condominium (hereinafter referred to as the **"Avani Phase I Working Areas"**), for the purposes of enabling, facilitating and/or expediting:

i) vehicular and pedestrian access and egress over the Avani Phase I Working Areas;

ii) the temporary storage and retention of construction equipment and/or materials thereon and/or therein; and

iii) the excavation, backfilling, removal and/or replacement of fill and topsoil, and/or any ancillary undertaking or work with respect thereto;

in order to facilitate and/or expedite the development, construction and completion of:

A. the Avani Phase II Condominium upon the Avani Phase II Lands, and to facilitate the integration of same with the buildings, structures, installations and/or services now or hereafter constructed or installed upon the Avani Phase I Lands; and

B. the Selene Condominium upon the Selene Lands, and to facilitate the integration of same with the buildings, structures, installations and/or services now or hereafter constructed or installed upon the Avani Phase I Lands

and which easement or right of way shall include, 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 Avani Phase I Working 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, or any support that same may provide to any portion of the buildings, structures, installations or improvements located on or within any portion of the Avani Phase I Condominium or the Avani Phase I Lands from time to time, nor shall such easement or right of way unreasonably interfere with the use and enjoyment of the units within the Avani Phase I Condominium by the unit owners thereof and their respective tenants, residents and/or invitees, and provided further that this easement or right of way shall automatically terminate (and be of no further force or effect) on the earlier of:

1. the date that is 180 days after the date that both the Avani Phase II Condominium and the Selene Condominium have been registered; or

2. 10 years after the registration of this Condominium;

12. **New Appurtenant Easement-Vehicular & Pedestrian Access and Egress in favour of the Avani Phase I 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, and their respective residents, tenants, invitees and licensees from time to time, over, along, upon and across that portion of the Selene Lands more particularly designated as **Part 1 on Reference Plan 66R-29020** (hereinafter referred to as the **"Selene Shared Roadway"**), for the purposes of attaining vehicular and pedestrian access and egress thereover to and from Village Green Square and/or the balance of the Shared Roadway, and for the purposes of facilitating the manoeuvring and turning of any service vehicles which provide garbage pick-up, deliveries, maintenance, moving, fire protection and/or any other services to this Condominium, and/or to any of the unit owners and/or residents thereof, and for the purposes of providing vehicle access to the parking garage of this Condominium by the unit owners and/or residents thereof and their respective invitees, provided however that such access, egress and/or use shall be subject to any reasonable restrictions imposed by the concierge personnel operating the shared concierge station on behalf of the Two Avani Condominiums;

13. **New Appurtenant Easement - Pedestrian & Vehicular Access and Egress in favour of the Avani Phase I 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, and their respective residents, tenants and invitees from time to time, over, along, upon and across those portions of the Avani Phase II Lands more particularly designated as **Part 15 on Reference Plan 66R-28701** (hereinafter referred to as the **"Avani Phase II Shared Garage Drivelanes & Walkway Areas"**), for the purposes of attaining pedestrian and vehicular access to, egress from and/or use of the garage drivelanes and walkway areas situate within the Avani Phase II Shared Garage Drivelanes & Walkway Areas, provided however that such access, egress and/or use shall be subject to any reasonable restrictions imposed by the concierge personnel operating the shared concierge station on behalf of the Two Avani Condominiums;

14. **New Appurtenant Easement - Pedestrian & Vehicular Access and Egress in favour of the Avani Phase I Condominium**

TOGETHER WITH an easement, right of way or right in the nature of an easement, in favour of the visitors or invitees of this Condominium, as well as the visitors or invitees of the respective unit owners, residents and/or tenants of this Condominium, over, along, upon and across those portions of the Avani Phase II Lands more particularly designated as **Parts 15 and 16 on Reference Plan 66R-28701** (hereinafter referred to as the **"Avani Phase II Shared Visitor Parking Areas"**), for the purposes of attaining vehicular and pedestrian access to and egress from the Avani Phase II Shared Visitor Parking Areas, together with the temporary use of the visitor parking spaces located within the Avani Phase II Shared Visitor Parking Areas by the private passenger motor vehicles of the visitors or invitees of this Condominium, as well as the visitors or invitees of the unit owners, residents and/or tenants of this Condominium, provided however that such access, egress and/or use shall be subject to any reasonable restrictions imposed by the concierge personnel operating the shared concierge station on behalf of the Two Avani Condominiums;

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. Aviva Insurance Company of 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-3506873 in the Land Titles Division of the Toronto Registry Office (No. 66).

2. Aviva 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. Aviva Insurance Company of Canada hereby postpones the mortgage and the interests under it to the declaration, and the easements described in Schedule "A" to the declaration.

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

DATED this 3rd day of January, 2017.

AVIVA INSURANCE COMPANY OF CANADA

Per: _____

Name: Brian Argue
Title: Authorized Signing Officer

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. Bank of Montreal 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-3816535**, and collaterally secured by a general assignment of rents and leases, notice of which has been registered as **Instrument No. AT-3816536** in the Land Titles Division of the Toronto Registry Office (No. 66).

2. Bank of Montreal 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. Bank of Montreal hereby postpones the aforementioned mortgage and the general assignment of rents and leases collateral thereto, and the interests under each of same, to and in favour of the declaration and the easements described in Schedule "A" to the declaration.

4. Bank of Montreal is entitled by law to grant this consent and postponement.

DATED this 3rd day of January, 2017.

Bank of Montreal

Per: _____
Name: VICTOR WONG
Title: DIRECTOR

Per: _____
Name: Vincz Lee
Title: Funding Analyst

I/We have the authority to bind the Corporation.

SCHEDULE 'C'

TO THE DECLARATION OF METROGATE INC.

DWELLING UNITS: (Being **Units 1 to 4** both inclusive on **Level 2, Units 1 to 9** both inclusive **on Levels 3 and 4** and **Units 1 to 11** both inclusive on **Levels 5 to 35** both inclusive as illustrated in Part 1 on Sheets 11, 12, 13, 14, 15 and 16 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.

PARKING UNITS: (Being **Units 5 to 45** both inclusive on **Level 2, Units 1 to 113** both inclusive on **Level A, Units 1 to 119** both inclusive on **Level B** and **Units 1 to 122** both inclusive on **Level C** as illustrated in Part 1 on Sheets 11, 18, 19 and 20 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) vertical planes formed by:
- i) the face of columns; and
- ii) the production of the face of masonry walls or columns; and
- i) joining the centre line of the concrete columns and their production; and
- ii) the centre line of column and measurements; and
- iii) measurements from the concrete columns and walls as illustrated on Sheets 11, 18, 19 and 20 in Part 1 of the description filed concurrently with the declaration; and
- iv) the centreline of concrete columns.

BICYCLE STORAGE/LOCKER UNITS: (Being **Units 46 to 54** both inclusive on **Level 2, Units 10, 11, 12, 24, 62, 66 and 80** on **Level 4, Units 114, 115, 121 to 126** both inclusive, **132, 133** and **135** on **Level A, Units 120, 121 and 127 to 172** both inclusive on **Level B** and **Units 123, 124, 130 to 138** both inclusive **and 140 to 175** both inclusive on **Level C** as illustrated on Sheets 11, 13,18, 19, 20, 21 and 22 in Part 1 of the description filed concurrently with the declaration)

Each Bicycle Storage/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 units.

Each Bicycle Storage/Locker Unit is bounded horizontally by:

i) the unit side face of wire mesh panels; and
ii) the unit side face of concrete/masonry wall or backside face of drywall as illustrated on Sheets 19 and 20 in Part 1 of the description filed concurrently with the declaration.

LOCKER UNITS: (Being **Units 13 to 23** both inclusive, **25 to 61** both inclusive, **63 to 65** both inclusive **and 67 to 79** both inclusive on **Level 4, Units 116 to 120** both inclusive, **127 to 131** both inclusive **and 134** on **Level A, Units 122 to 126** both inclusive on **Level B** and **Units 125 to 129** both inclusive **and 139 on Level C** as illustrated on Sheets 13, 18, 19, 20, 21 and 22 in Part 1 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 unit side face of concrete/masonry wall or backside face of drywall as illustrated on sheets 21 and 22 in Part 1 of the description filed concurrently with the declaration.

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

The boundaries of the Recreation unit shall be:

1. In the vicinity of Area A (*being indoor and outdoor amenity areas, lobby, and ancillary rooms*), as illustrated on Sheets 1 and 2 in Part 1 of the description filed concurrently with the declaration, the boundaries shall be:

i) the line and face of finished building exterior; and
ii) the backside face of drywall on interior perimeter walls as illustrated on the description filed concurrently with the description; and
iii) vertical planes controlled by measurements and monumentation as illustrated on Sheets 1 and 2 in Part 1 of the description filed concurrently with the declaration.
iv) the upper unfinished surface of the concrete floor slab beneath and in the open space component of Area A the boundary shall be a horizontal plan controlled by elevation; and
v) the underside surface of the concrete ceiling above.

2. In the vicinity of Area B (*being bicycle storage room*), as illustrated on Sheets 1 and 2 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 the unit; and
ii) the lower surface of the concrete ceiling slab; and
iii) the line and face of unfinished concrete, concrete block wall or column.

SHARED SERVICE ROOM UNIT(S): (Being **Units 2 and 3** on **Level 1, Units 55, 56, 57 and 58** on **Level 2, Unit 10** on **Level 3** and **Unit 136** on **Level A** as illustrated in Part 1 on Sheets 1, 11, 12 and 18 of the description filed concurrently with the declaration.)

Each Shared Service Room Unit is bounded vertically by:

i) the upper unfinished surface of the concrete floor slab beneath the unit; and
ii) the lower surface of the concrete ceiling above the unit.

Each Shared Service Room Unit is bounded horizontally by:

i) the unit side line and face of concrete or masonry walls.

COMMUNICATION CONTROL UNIT: (Being **Unit 1 on Level 36** as illustrated on Sheet 17 in Part 1 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 17 in Part 1 of the description filed concurrently with the declaration; and
iv) in the vicinity of the electrical closets on Levels 2 to 35 inclusive the boundary shall be the line and face of concrete/concrete block wall as illustrated on Sheet 17 in Part 1 of the description filed concurrently with the declaration; and
v) in the vicinity of the conduits that traverse through the Communication Control Unit or that are located within any concrete slabs, walls and/or floors which are contiguous to the Communication Control Unit and connect to the respective boundaries of each of the dwelling units on every level of this Condominium, the boundary shall be the face of the concrete so enclosing or containing the said conduits which correspondingly connect to the respective dwelling units; and

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) in the vicinity of the open roof area the Communication Control Unit is bounded by a plane distant 0.10 metre above the concrete roof slab and measured perpendicularly there from; and
iv) in the vicinity of the electrical closets on Levels 2 to 35 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
v) 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 measurements as illustrated on Sheet 17 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, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22 of the description filed concurrently with the declaration.

Date: November 30, 2016
J. D. BARNES LIMITED

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

Reference should be made to the provisions of the Declaration itself, as specified in Section 1 (ggg) (Unit definition), Section 5 (Inclusions/Exclusions from Units) and Section 56 (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.

Avani At Metrogate - Phase 1

SCHEDULE D TO THE DECLARATION

UNIT TYPE	UNIT NO	LEVEL	PROPORTION OF COMMON EXPENSE FOR THE BULK INTERNET SERVICE EXPENSE ONLY (expressed as percentages to each unit)				PROPORTION OF COMMON INTERESTS AND COMMON EXPENSES FOR ALL OTHER EXPENSES (expressed as percentages to each unit)			
RECREATION CENTRE UNIT	1	1	0.0000001	X	1 =	0.0000001	0.0001654	X	1 =	0.0001654
SHARED SERVICE ROOM UNIT	2-3 incl.	1	0.0000001	X	2 =	0.0000002	0.0001654	X	2 =	0.0003308
DWELLING UNIT	1	2	0.2754819	X	1 =	0.2754819	0.3961497	X	1 =	0.3961497
DWELLING UNIT	2	2	0.2754819	X	1 =	0.2754819	0.2546676	X	1 =	0.2546676
DWELLING UNIT	3	2	0.2754819	X	1 =	0.2754819	0.2162654	X	1 =	0.2162654
DWELLING UNIT	4	2	0.2754909	X	1 =	0.2754909	0.2870064	X	1 =	0.2870064
PARKING UNIT	5-30 incl.	2	0.0000001	X	26 =	0.0000026	0.0128483	X	26 =	0.3340558
PARKING UNIT	31-37 incl.	2	0.0000001	X	7 =	0.0000007	0.0128483	X	7 =	0.0899381
PARKING UNIT	38	2	0.0000001	X	1 =	0.0000001	0.0128483	X	1 =	0.0128483
PARKING UNIT	39-45 incl.	2	0.0000001	X	7 =	0.0000007	0.0128483	X	7 =	0.0899381
BICYCLE STORAGE/LOCKER	46-54 incl.	2	0.0000001	X	9 =	0.0000009	0.0085655	X	9 =	0.0770895
SHARED SERVICE ROOM UNIT	55-58 incl.	2	0.0000001	X	4 =	0.0000004	0.0001654	X	4 =	0.0006616
DWELLING UNIT	1	3-4 incl.	0.2754819	X	2 =	0.5509638	0.1980748	X	2 =	0.3961496
DWELLING UNIT	2	3-4 incl.	0.2754819	X	2 =	0.5509638	0.2890276	X	2 =	0.5780552
DWELLING UNIT	3	3-4 incl.	0.2754819	X	2 =	0.5509638	0.2647735	X	2 =	0.5295470
DWELLING UNIT	4	3-4 incl.	0.2754819	X	2 =	0.5509638	0.2344559	X	2 =	0.4689118
DWELLING UNIT	5	3-4 incl.	0.2754819	X	2 =	0.5509638	0.2081807	X	2 =	0.4163614
DWELLING UNIT	6	3-4 incl.	0.2754819	X	2 =	0.5509638	0.1798843	X	2 =	0.3597686
DWELLING UNIT	7	3-4 incl.	0.2754819	X	2 =	0.5509638	0.2081807	X	2 =	0.4163614
DWELLING UNIT	8	3-4 incl.	0.2754819	X	2 =	0.5509638	0.1940325	X	2 =	0.3880650
DWELLING UNIT	9	3-4 incl.	0.2754819	X	2 =	0.5509638	0.2667947	X	2 =	0.5335894
SHARED SERVICE ROOM UNIT	10	3	0.0000001	X	1 =	0.0000001	0.0001654	X	1 =	0.0001654
BICYCLE STORAGE/LOCKER	10-12 incl.	4	0.0000001	X	3 =	0.0000003	0.0085655	X	3 =	0.0256965
LOCKER UNIT	13-23 incl.	4	0.0000001	X	11 =	0.0000011	0.0059942	X	11 =	0.0659362
BICYCLE STORAGE/LOCKER	24	4	0.0000001	X	1 =	0.0000001	0.0085655	X	1 =	0.0085655
LOCKER UNIT	25-61 incl.	4	0.0000001	X	37 =	0.0000037	0.0059942	X	37 =	0.2217854
BICYCLE STORAGE/LOCKER	62	4	0.0000001	X	1 =	0.0000001	0.0085655	X	1 =	0.0085655
LOCKER UNIT	63-65 incl.	4	0.0000001	X	3 =	0.0000003	0.0059942	X	3 =	0.0179826
BICYCLE STORAGE/LOCKER	66	4	0.0000001	X	1 =	0.0000001	0.0085655	X	1 =	0.0085655
LOCKER UNIT	67-79 incl.	4	0.0000001	X	13 =	0.0000013	0.0059942	X	13 =	0.0779246
BICYCLE STORAGE/LOCKER	80	4	0.0000001	X	1 =	0.0000001	0.0085655	X	1 =	0.0085655
DWELLING UNIT	1	5-6 incl.	0.2754819	X	2 =	0.5509638	0.2263712	X	2 =	0.4527424
DWELLING UNIT	2	5-6 incl.	0.2754819	X	2 =	0.5509638	0.2890276	X	2 =	0.5780552
DWELLING UNIT	3	5-6 incl.	0.2754819	X	2 =	0.5509638	0.2647735	X	2 =	0.5295470
DWELLING UNIT	4	5-6 incl.	0.2754819	X	2 =	0.5509638	0.2344559	X	2 =	0.4689118
DWELLING UNIT	5	5-6 incl.	0.2754819	X	2 =	0.5509638	0.2667947	X	2 =	0.5335894
DWELLING UNIT	6	5-6 incl.	0.2754819	X	2 =	0.5509638	0.2344559	X	2 =	0.4689118
DWELLING UNIT	7	5-6 incl.	0.2754819	X	2 =	0.5509638	0.2081807	X	2 =	0.4163614
DWELLING UNIT	8	5-6 incl.	0.2754819	X	2 =	0.5509638	0.1798843	X	2 =	0.3597686
DWELLING UNIT	9	5-6 incl.	0.2754819	X	2 =	0.5509638	0.2081807	X	2 =	0.4163614
DWELLING UNIT	10	5-6 incl.	0.2754819	X	2 =	0.5509638	0.2251585	X	2 =	0.4503170
DWELLING UNIT	11	5-6 incl.	0.2754819	X	2 =	0.5509638	0.3241960	X	2 =	0.6483920
DWELLING UNIT	1	7-30 incl.	0.2754819	X	24 =	6.6115656	0.2425406	X	24 =	5.8209744
DWELLING UNIT	2	7-30 incl.	0.2754819	X	24 =	6.6115656	0.3193451	X	24 =	7.6642824
DWELLING UNIT	3	7-30 incl.	0.2754819	X	24 =	6.6115656	0.3112605	X	24 =	7.4702520
DWELLING UNIT	4	7-30 incl.	0.2754819	X	24 =	6.6115656	0.2789217	X	24 =	6.6941208

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SCHEDULE D TO THE DECLARATION

UNIT TYPE	UNIT NO	LEVEL	PROPORTION OF COMMON EXPENSE FOR THE BULK INTERNET SERVICE EXPENSE ONLY (expressed as percentages to each unit)				PROPORTION OF COMMON INTERESTS AND COMMON EXPENSES FOR ALL OTHER EXPENSES (expressed as percentages to each unit)			
DWELLING UNIT	5	7-30 incl.	0.2754819	X	24 =	6.6115656	0.3241960	X	24 =	7.7807040
DWELLING UNIT	6	7-30 incl.	0.2754819	X	24 =	6.6115656	0.2607312	X	24 =	6.2575488
DWELLING UNIT	7	7-30 incl.	0.2754819	X	24 =	6.6115656	0.2081807	X	24 =	4.9963368
DWELLING UNIT	8	7-30 incl.	0.2754819	X	24 =	6.6115656	0.1798843	X	24 =	4.3172232
DWELLING UNIT	9	7-30 incl.	0.2754819	X	24 =	6.6115656	0.2081807	X	24 =	4.9963368
DWELLING UNIT	10	7-30 incl.	0.2754819	X	24 =	6.6115656	0.2251585	X	24 =	5.4038040
DWELLING UNIT	11	7-30 incl.	0.2754819	X	24 =	6.6115656	0.3241960	X	24 =	7.7807040
DWELLING UNIT	1	31-35 incl.	0.2754819	X	5 =	1.3774095	0.1980748	X	5 =	0.9903740
DWELLING UNIT	2	31-35 incl.	0.2754819	X	5 =	1.3774095	0.3193451	X	5 =	1.5967255
DWELLING UNIT	3	31-35 incl.	0.2754819	X	5 =	1.3774095	0.3112605	X	5 =	1.5563025
DWELLING UNIT	4	31-35 incl.	0.2754819	X	5 =	1.3774095	0.2789217	X	5 =	1.3946085
DWELLING UNIT	5	31-35 incl.	0.2754819	X	5 =	1.3774095	0.3241960	X	5 =	1.6209800
DWELLING UNIT	6	31-35 incl.	0.2754819	X	5 =	1.3774095	0.2344559	X	5 =	1.1722795
DWELLING UNIT	7	31-35 incl.	0.2754819	X	5 =	1.3774095	0.2081807	X	5 =	1.0409035
DWELLING UNIT	8	31-35 incl.	0.2754819	X	5 =	1.3774095	0.1798843	X	5 =	0.8994215
DWELLING UNIT	9	31-35 incl.	0.2754819	X	5 =	1.3774095	0.2081807	X	5 =	1.0409035
DWELLING UNIT	10	31-35 incl.	0.2754819	X	5 =	1.3774095	0.1940325	X	5 =	0.9701625
DWELLING UNIT	11	31-35 incl.	0.2754819	X	5 =	1.3774095	0.2667947	X	5 =	1.3339735
COMMUNICATION CONTROL UNIT	1	36	0.0000001	X	1 =	0.0000001	0.0001625	X	1 =	0.0001625
PARKING UNIT	1-37 incl.	A	0.0000001	X	37 =	0.0000037	0.0128483	X	37 =	0.4753871
PARKING UNIT	38	A	0.0000001	X	1 =	0.0000001	0.0128483	X	1 =	0.0128483
PARKING UNIT	39-68 incl.	A	0.0000001	X	30 =	0.0000030	0.0128483	X	30 =	0.3854490
PARKING UNIT	69	A	0.0000001	X	1 =	0.0000001	0.0128483	X	1 =	0.0128483
PARKING UNIT	70-76 incl.	A	0.0000001	X	7 =	0.0000007	0.0128483	X	7 =	0.0899381
PARKING UNIT	77	A	0.0000001	X	1 =	0.0000001	0.0128483	X	1 =	0.0128483
PARKING UNIT	78-113 incl.	A	0.0000001	X	36 =	0.0000036	0.0128483	X	36 =	0.4625388
BICYCLE STORAGE/LOCKER	114-115 incl.	A	0.0000001	X	2 =	0.0000002	0.0085655	X	2 =	0.0171310
LOCKER UNIT	116-120 incl.	A	0.0000001	X	5 =	0.0000005	0.0059942	X	5 =	0.0299710
BICYCLE STORAGE/LOCKER	121-126 incl.	A	0.0000001	X	6 =	0.0000006	0.0085655	X	6 =	0.0513930
LOCKER UNIT	127-131 incl.	A	0.0000001	X	5 =	0.0000005	0.0059942	X	5 =	0.0299710
BICYCLE STORAGE/LOCKER	132-133 incl.	A	0.0000001	X	2 =	0.0000002	0.0085655	X	2 =	0.0171310
LOCKER UNIT	134	A	0.0000001	X	1 =	0.0000001	0.0059942	X	1 =	0.0059942
BICYCLE STORAGE/LOCKER	135	A	0.0000001	X	1 =	0.0000001	0.0085655	X	1 =	0.0085655
SHARED SERVICE ROOM UNIT	136	A	0.0000001	X	1 =	0.0000001	0.0001654	X	1 =	0.0001654
PARKING UNIT	1-49 incl.	B	0.0000001	X	49 =	0.0000049	0.0128483	X	49 =	0.6295667
PARKING UNIT	50	B	0.0000001	X	1 =	0.0000001	0.0128483	X	1 =	0.0128483
PARKING UNIT	51-72 incl.	B	0.0000001	X	22 =	0.0000022	0.0128483	X	22 =	0.2826626
PARKING UNIT	73	B	0.0000001	X	1 =	0.0000001	0.0128483	X	1 =	0.0128483
PARKING UNIT	74-80 incl.	B	0.0000001	X	7 =	0.0000007	0.0128483	X	7 =	0.0899381
PARKING UNIT	81	B	0.0000001	X	1 =	0.0000001	0.0128483	X	1 =	0.0128483
PARKING UNIT	82-119 incl.	B	0.0000001	X	38 =	0.0000038	0.0128483	X	38 =	0.4882354
BICYCLE STORAGE/LOCKER	120-121 incl.	B	0.0000001	X	2 =	0.0000002	0.0085655	X	2 =	0.0171310

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SCHEDULE D TO THE DECLARATION

UNIT TYPE	UNIT NO	LEVEL	PROPORTION OF COMMON EXPENSE FOR THE BULK INTERNET SERVICE EXPENSE ONLY (expressed as percentages to each unit)				PROPORTION OF COMMON INTERESTS AND COMMON EXPENSES FOR ALL OTHER EXPENSES (expressed as percentages to each unit)			
LOCKER UNIT	122-126 incl.	B	0.0000001	X	5 =	0.0000005	0.0059942	X	5 =	0.0299710
BICYCLE STORAGE/LOCKER	127-172 incl.	B	0.0000001	X	46 =	0.0000046	0.0085655	X	46 =	0.3940130
PARKING UNIT	1-73 incl.	C	0.0000001	X	73 =	0.0000073	0.0128483	X	73 =	0.9379259
PARKING UNIT	74	C	0.0000001	X	1 =	0.0000001	0.0128483	X	1 =	0.0128483
PARKING UNIT	75-81 incl.	C	0.0000001	X	7 =	0.0000007	0.0128483	X	7 =	0.0899381
PARKING UNIT	82	C	0.0000001	X	1 =	0.0000001	0.0128483	X	1 =	0.0128483
PARKING UNIT	83-122 incl.	C	0.0000001	X	40 =	0.0000040	0.0128483	X	40 =	0.5139320
BICYCLE STORAGE/LOCKER	123-124 incl.	C	0.0000001	X	2 =	0.0000002	0.0085655	X	2 =	0.0171310
LOCKER UNIT	125-129 incl.	C	0.0000001	X	5 =	0.0000005	0.0059942	X	5 =	0.0299710
BICYCLE STORAGE/LOCKER	130-138 incl.	C	0.0000001	X	9 =	0.0000009	0.0085655	X	9 =	0.0770895
LOCKER UNIT	139	C	0.0000001	X	1 =	0.0000001	0.0059942	X	1 =	0.0059942
BICYCLE STORAGE/LOCKER	140-175 incl.	C	0.0000001	X	36 =	0.0000036	0.0085655	X	36 =	0.3083580
						100%				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

Ver.56

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, 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) 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), and 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;

   b) electricity on a bulk basis (for each of the dwelling units and each of the Electrical Parking Units, 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) 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), and for the cost of the electricity consumption attributable to their respective Electrical Parking Unit (if any), pursuant to the periodic reading of the check or consumption meter for electricity appurtenant to each of the dwelling units and each of the Electrical Parking Units (and comprising part of each dwelling unit owner's P.S.R.U.C. amount);

   c) gas on a bulk basis for any gas service to any 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) each of the dwelling unit owners, for the cost of the natural gas consumption (if any) attributable to each of their respective dwelling units (and any exclusive use common element areas appurtenant thereto), pursuant to the periodic reading of the thermal check meter(s) installed as an appurtenance to the fan coil system situate within each dwelling unit (and comprising part of each dwelling unit owner's P.S.R.U.C. amount);

   d) the cost of sorting, storing, recycling and/or disposing of the garbage emanating from the dwelling units and common element areas of this Condominium, in the event that municipal garbage pickup service is no longer available for this residential 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 such residential garbage and refuse;

   e) maintenance and landscaping materials, tools and supplies;

   f) walkway lighting, cleaning and snow removal (including the cost of snow and ice removal from the garage ramp, and all walkway areas situate within the confines of this Condominium, including the public sidewalk areas situate along any portion of the perimeter of this Condominium), as well as general grounds maintenance and landscaping services with respect to the non-exclusive use common element areas;

   g) the cost of maintaining, repairing and/or replacing (as and when required) the thermal check meter(s) and the hot water and electricity check meters appurtenant to each of the dwelling units, as well as the electricity check meter appurtenant to each of the Electrical Parking Units; and

   h) the cost of attaining bulk internet service from Rogers Communications Inc., or from any successor provider of bulk internet service to the respective owners and residents of this Condominium;

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 (including the cost of electricity consumed by any Electrical Parking Unit so owned), and for the cost of heating and cooling each unit owner's dwelling unit [predicated on the reading of the thermal check meter(s) and the hot water and electricity check meters appurtenant to each dwelling unit, and the electricity check meter appurtenant to each of the Electrical Parking Units], and such costs shall be payable by each dwelling unit owner in accordance with the provisions 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.

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 Declarant initially, and subsequently maintained jointly with the Avani Phase II Condominium) for the major repair and replacement of the Two-Way Shared Facilities exclusively;

   c) a separate reserve fund (established and maintained in conjunction with the Declarant initially, and subsequently maintained jointly with the Avani Phase II Condominium and the Selene Condominium) for the major repair and replacement of the Shared Roadway exclusively; and

   d) a separate reserve fund (established and maintained in conjunction with all of the Metrogate Condominiums so 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. All sums of money paid or payable on account of the fees and disbursements of the Insurance Trustee, if and when the latter is so retained;

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 64 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 64 (t) of the declaration]; and

   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;

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 (including this Condominium's payment of 75% of the Two-Way Shared Facilities Costs until the earlier of the Phase II Escrow Date and the 2nd anniversary of the date of registration of this declaration, as well as this Condominium's payment of 100% of the Two-Way Shared Facilities Costs between the 2nd anniversary of the date of registration of this declaration and the Phase II Escrow Date), together with all other costs and expenses incurred by (or payable by) the Corporation in connection with the Two-Way Shared Facilities pursuant to (or arising from) the terms and provisions of this declaration and the Two-Way Shared Facilities Agreement;

14. All sums of money paid or payable by the Corporation and comprising its Proportionate Three-Way Share of the Shared Roadway Costs, established or determined in accordance with Shared Roadway Agreement and the Shared Roadway Budget(s) issued from time to time (including this Condominium's payment of 100% of the Shared Roadway Costs from and after the date of registration of this Condominium to and until the date of registration of the Avani Phase II Condominium, and this Condominium's payment of 50% of the Shared Roadway Costs from and after the date of registration of the Avani Phase II Condominium to and until the date of registration of the Selene Condominium), together with all other

costs and expenses incurred by (or payable by) the Corporation in connection with the Shared Roadway pursuant to (or arising from) the terms and provisions of this declaration and the Shared Roadway Agreement;

15. 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); 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 Shared Roadway 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 62 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' and/or 'French Balcony', as illustrated in Part 1 on Sheets 13, 14 of the description filed concurrently with the declaration, shall have the exclusive use and enjoyment of such balconies.

The owners of **Dwelling Units 2 and 3** on **Level 3** 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 Sheet 12 of the description filed concurrently with the declaration, shall have the exclusive use and enjoyment of such terraces.

The owners of **Dwelling Units 1 to 9** both inclusive on **Level 3** and **Units 4 and 5** on **Level 5** shall have the exclusive use of those portions of the common elements shown on the description filed concurrently herewith and designated with the prefix "X", as illustrated in Part 2 on Sheet 1 of said description, as follows:

Unit 1	on Level 3	X-1
Unit 2	on Level 3	X-2
Unit 3	on Level 3	X-3
Unit 4	on Level 3	X-4
Unit 5	on Level 3	X-5
Unit 6	on Level 3	X-6
Unit 7	on Level 3	X-7
Unit 8	on Level 3	X-8
Unit 9	on Level 3	X-9
Unit 4	on Level 5	X-1
Unit 5	on Level 5	X-2

for the exclusive use and enjoyment of same as outdoor terrace areas.

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.

FORM 2
CERTIFICATE OF ARCHITECT [redacted]

(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 METROGATE INC. municipally known as 255 Village Green Square in the City of Toronto Ontario

Each building on the property 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.

[redacted]

☐ [redacted]

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.

[redacted]

☐ [redacted]

6. [redacted]

7. [redacted]

8. [redacted]

[redacted]

[redacted]

9. x [redacted]

10. ☑ [redacted]

[redacted]

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 5th day of December, 2016

Graziani Corazza ARCHITECTS INC.

(signature)

PRINCIPAL

Barry Graziani

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 METROGATE INC. municipally known as 255 Village Green Square in the City of Toronto Ontario

Each building on the property 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 licence, except for elevating devices contained wholly in a unit and designed for use only within the unit.

OR

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

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

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 5th day of December, 2016

.....
(signature)

Harley L.Yamson, P. Eng
.....
(print name)

LICENSED PROFESSIONAL ENGINEER
H. L. YAMSON
100086801
PROVINCE OF ONTARIO