Ontario

Document General

Form 4 - Land Registration Reform Act

(56)

CARTWARE INC. (416) 367-0600 08/1993

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FOR OFFICE USE ONLY

AT 1043526

CERTIFICATE OF RECEIPT
RÉCÉPISSÉ
TORONTO (66)

2006 -01- 24

New Property Identifiers

Additional: See Schedule ☐

Executions

Additional: See Schedule ☐

(1) Registry ☐ Land Titles ☒ (2)

(3) Property Identifier(s) Block Property
12737-0001 to 12737-0897

Additional: See Schedule ☐

(4) Nature of Document
By-Law No. 2

(5) Consideration
NIL

Dollars $ NIL

(6) Description

All units and common elements comprising the property included in Toronto Standard Condominium Plan No. 1737 in the City of Toronto, Land Titles Division of the Toronto Registry Office (No. 66)

See Schedule attached.

(7) This Document Contains (a) Redescription New Easement Plan/Sketch ☐ (b) Schedule for: Description ☐ Additional Parties ☐ Other ☒

) This Document provides as follows:

See Schedule for By-Law No. 2 and Certificate

Continued on Schedule ☐

This Document relates to instrument number(s)

) Party(ies) (Set out Status or Interest)
Name(s)

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1737

Signature(s)
Per:

Name: Elio Zottarieri
Title: President
I have authority to bind the Corporation

Date of Signature Y M D
2006 01 13

Address for Service 4800 Dufferin Street, North York, Ontario M3H 5S9

Party(ies) (Set out Status or Interest)
Name(s)

Signature(s)

Date of Signature Y M D

Address for Service

Municipal Address of Property
Mondeo Drive
ronto, Ontario, M1P 5C8

(15) Document Prepared by:
Harry Herskowitz
DelZotto, Zorzi LLP
Barristers & Solicitors
4810 Dufferin Street
Suite D
Toronto, Ontario M3H 5S8

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Fees and Tax	
Registration Fee	
Total	

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UMENTS\Registered Docs\by-law document generals.wpd

(57)

THE CONDOMINIUM ACT, 1998

CERTIFICATE IN RESPECT OF A BY-LAW

(under subsection 56(9) of the *Condominium Act, 1998*)

Toronto Standard Condominium Corporation No. 1737 (hereinafter referred to as the "**Corporation**") certifies that:

1. The copy of By-law Number 2, attached hereto as Schedule "A", is a true copy of the said by-law;
2. The said by-law was made in accordance with the provisions of *The Condominium Act, 1998*; and
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the said by-law.

Dated this 13th day of January, 2006.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1737

Per: _____

Elio Zoffranieri - President

I have authority to bind the Corporation

SCHEDULE "A" TO CERTIFICATE IN RESPECT OF A BY-LAW OF TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1737
(hereinafter referred to as the "**Corporation**" or the "**Phase II Condominium**")

BY-LAW NUMBER 2

WHEREAS Mondeo Developments Inc. (the "**Declarant**") entered into a mutual easement and cost-sharing agreement or reciprocal agreement with Mondeo and Toronto Standard Condominium Corporation No. 1566 (the "**Phase I Condominium**"), the latter being a 323 unit residential highrise condominium developed and created adjacent to the Phase II Condominium upon those lands and premises municipally located at 8 Mondeo Drive, Toronto (the "**Phase I Lands**"), which agreement was registered in the Land Titles Division of the Toronto Registry Office (No. 66) on December 23rd, 2003 as **Instrument No. AT-371853**, and subsequently amended by an amending agreement dated December 6th, 2005 and registered on title on December 7th, 2005 as **Instrument No. AT-1003066** (which reciprocal agreement, as so amended, is hereinafter collectively referred to as the "**Reciprocal Agreement**"), and which agreement provides for the mutual use, maintenance and cost-sharing of the Shared Facilities (as such term is defined in the Phase II Condominium's declaration), with the Declarant having entered into the Reciprocal Agreement for and on behalf of the Phase II Condominium;

AND WHEREAS the Reciprocal Agreement provides or contemplates that as and when the Phase II Condominium is registered, a new or supplementary reciprocal agreement will be entered into directly between the Phase I Condominium and the Phase II Condominium (hereinafter collectively referred to as the "**Two Condominiums**"), confirming the provisions relative to the mutual use, maintenance and cost-sharing of the Shared Facilities (as such term is defined in the Phase II Condominium's declaration), or alternatively a counterpart agreement to (or in respect of) the Reciprocal Agreement will be executed by the Phase II Condominium and the Declarant (with or without the Phase I Condominium as a party or signatory thereto), and which counterpart agreement will confirm the formal assumption by the Phase II Condominium of the Declarant's obligations under the Reciprocal Agreement, insofar as same affect, pertain or relate to the Phase II Condominium (hereinafter referred to as the "**Counterpart to the Reciprocal Agreement**");

AND WHEREAS this by-law is being enacted to formally authorize the Phase II Condominium's execution of the Counterpart to the Reciprocal Agreement;

AND WHEREAS in addition to those words, terms or phrases specifically defined elsewhere in this by-law, the words, terms or phrases defined in the Phase II Condominium's declaration shall have the same meanings respectively ascribed to them in the said declaration, whenever same are used in this by-law or in the Counterpart to the Reciprocal Agreement specifically authorized by this by-law;

BE IT ENACTED AS A BY-LAW OF TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1737 AS FOLLOWS:

1. That the Corporation execute the Counterpart to the Reciprocal Agreement, in substantially the same form as the draft agreement annexed hereto as Schedule "A", for the purposes of evidencing and confirming;

   a) the Phase II Condominium's assumption of all outstanding obligations and liabilities of the Declarant arising under the Reciprocal Agreement which affect, pertain or relate to the Phase II Condominium, and/or the lands and premises situate within the confines of the Phase II Condominium and municipally located at 18 Mondeo Drive, Toronto (hereinafter referred to as the "**Phase II Lands**"), including without limitation, the obligation to pay the Phase II Condominium's share of the Shared Facilities Costs, established or determined in accordance with the Shared Facilities Budget(s) issued from time to time; and

   b) the Phase II Condominium being bound by the terms and provisions of the Reciprocal Agreement, as if it were an original party thereto (and had executed same) in the place and stead of the Declarant, insofar as all obligations relating or pertaining to the Phase II Condominium and/or the Phase II Lands are concerned.

2. That any officer of the Corporation be and he is hereby authorized to execute the Counterpart to the Reciprocal Agreement, on behalf of the Corporation, with or without the seal of the Corporation affixed thereto, together with any amendments or modifications thereto from time to time, and any other documents and instruments which are ancillary or incidental thereto, including without limitation:

   a) all instruments, applications and/or affidavits which may be required in order to register the Counterpart to the Reciprocal Agreement against the title to the units and common elements within each of the Phase I Condominium and the Phase II Condominium respectively; and

   b) all clearance certificates, estoppel certificates or status certificates to be executed by or on behalf of the Phase II Condominium pursuant to the provisions of Article 21.00 of the Reciprocal Agreement.

3. The affixation of the corporate seal of the Corporation to all documents and instruments referred to in the preceding paragraphs 1 and 2 is hereby authorized, ratified, sanctioned and confirmed.

The foregoing by-law is hereby enacted as by-law no.2 of Toronto Standard Condominium Corporation No. 1737.

DATED at the City of Toronto this 13th day of January, 2006.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1737

Per: _____
Ello Zo[illegible] - President
I have authority to bind the Corporation

SCHEDULE "A" TO BY-LAW NO. 2

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1737

COUNTERPART TO THE RECIPROCAL AGREEMENT

THIS AGREEMENT MADE this 13th day of January, 2006.

BETWEEN:

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1737
a condominium corporation created by the registration of a declaration and description on the 23rd day of December, 2005 in the Land Titles Division of the Toronto Registry Office (No. 66) as Instrument No. AT-1019994 referred to as "**Phase II Condominium**")

OF THE FIRST PART

- and -

MONDEO DEVELOPMENTS INC.
a corporation incorporated pursuant to the laws of the Province of Ontario
(hereinafter referred to as "**Mondeo**" or the "**Declarant**")

OF THE SECOND PART

- and -

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1566
a condominium corporation created by the registration of a declaration and description on the 28th day of November, 2003 in the Land Titles Division of the Toronto Registry Office (No. 66) as Instrument No. AT-347201 (hereinafter referred to as "**Phase I Condominium**")

OF THE THIRD PART

WHEREAS the Declarant entered into a mutual easement and cost-sharing agreement or reciprocal agreement with the Phase I Condominium, the latter being a 323 unit residential highrise condominium developed and created adjacent to the Phase II Condominium upon those lands and premises municipally located at 8 Mondeo Drive, Toronto (the "**Phase I Lands**"), which agreement was registered in the Land Titles Division of the Toronto Registry Office (No. 66) on December 23rd, 2003 as **Instrument No. AT-371853**, and subsequently amended by an amending agreement dated December 6th, 2005 and registered on title on December 7th, 2005 as **Instrument No. AT-1003066** (which reciprocal agreement, as so amended, is hereinafter collectively referred to as the "**Reciprocal Agreement**");

AND WHEREAS the Reciprocal Agreement provides for the mutual use, maintenance and cost-sharing of the Shared Facilities (as such term is defined in the Phase II Condominium's declaration), with the Declarant having entered into the Reciprocal Agreement for and on behalf of the Phase II Condominium;

AND WHEREAS the Reciprocal Agreement also provides or contemplates that as and when the Phase II Condominium is registered, a new or supplementary reciprocal agreement will be entered into directly between the Phase I Condominium and the Phase II Condominium (hereinafter collectively referred to as the "**Two Condominiums**"), confirming the provisions relative to the mutual use, maintenance and cost-sharing of the Shared Facilities (as such term is defined in the Phase II Condominium's declaration), or alternatively a counterpart agreement to (or in respect of) the Reciprocal Agreement will be executed by the Phase II Condominium and the Declarant (with or without the Phase I Condominium as a party or signatory thereto), and which counterpart agreement will confirm the formal assumption by the Phase II Condominium of the Declarant's obligations under the Reciprocal Agreement, insofar as same affect, pertain or relate to the Phase II Condominium (hereinafter referred to as the "**Counterpart to the Reciprocal Agreement**");

AND WHEREAS this agreement is intended to constitute and comprise the Counterpart to the Reciprocal Agreement referred to above;

AND WHEREAS in addition to those words, terms or phrases specifically defined elsewhere in this Agreement, the words, terms or phrases defined in the Phase II Condominium's declaration shall have the same meanings respectively ascribed to them in the said declaration, whenever same are used in this Agreement;

AND WHEREAS for ease of reference and understanding purposes, a copy of the Reciprocal Agreement is annexed hereto as Schedule "A";

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements hereinafter set forth, the sum of TEN ($10.00) DOLLARS of lawful money of Canada now paid by each of the parties hereto to the other, and for other good and valuable consideration (the receipt and sufficiency of which is hereby expressly acknowledged), the parties hereto hereby confirm the veracity of the foregoing recitals, and further confirm and agree as follows:

1. The terms and provisions of the Reciprocal Agreement are hereby expressly incorporated in this Agreement by reference, and the Phase II Condominium hereby covenants and agrees to assume all obligations and liabilities of the Declarant arising under the Reciprocal Agreement relating or pertaining to the Phase II Condominium and/or the lands and premises situate within the confines of the Phase II Condominium and municipally located at 18 Mondeo Drive, Toronto (hereinafter referred to as the **"Phase II Lands"**), including without limitation, the obligation to pay the Phase II Condominium's Proportionate Share of the Shared Facilities Costs, established or determined in accordance with the Shared Facilities Budget(s) issued from time to time.

2. Upon the execution of these presents, the Phase II Condominium shall be bound by the terms and provisions of the Reciprocal Agreement as if it were an original party thereto (and had executed same) in the place and stead of the Declarant, insofar as all obligations and liabilities relating or pertaining to the Phase II Condominium and/or the Phase II Lands are concerned, and the Phase II Condominium hereby expressly acknowledges and agrees that the Phase I Condominium shall be fully entitled to enforce all of the terms and provisions of this Counterpart to the Reciprocal Agreement (as well as all of the terms, provisions and obligations of the Reciprocal Agreement which correspondingly become binding upon the Phase II Condominium by virtue of these presents) directly against the Phase II Condominium, even though the Phase I Condominium may not be a party or signatory to this Agreement.

3. The Declarant is hereby fully released, relieved and forever discharged from all obligations and/or liabilities arising under the Reciprocal Agreement in connection with the Phase II Condominium (and with respect to the Phase II Lands), including without limitation, the obligation to pay any portion of the Phase II Condominium's Proportionate Share of the Shared Facilities Costs, and forthwith upon the request of the Declarant made at any time (or from time to time) hereafter, the Phase II Condominium shall execute and provide such further or additional documents and/or assurances as the Declarant may reasonably require in order to evidence and confirm the foregoing cessation of the Declarant's obligations and liabilities arising under (or with respect to) the Reciprocal Agreement.

4. The Phase I Condominium shall obtain the benefit of all covenants and agreements hereinbefore set forth on the part of the Phase II Condominium, and shall accordingly be entitled to rely upon the Phase II Condominium's assumption of all outstanding obligations and liabilities of the Declarant arising under the Reciprocal Agreement, insofar as same affect, pertain or relate to the Phase II Condominium and/or the Phase II Lands, and shall correspondingly be entitled to enforce all such covenants, obligations and liabilities directly against the Phase II Condominium, notwithstanding that the Phase I Condominium is not a signatory to these presents.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1737

Per: _____
Name: Elio Lorenzetti
Title: President
I have authority to bind the Corporation

MONDEO DEVELOPMENTS INC.

Per: _____
Name: Sam Lazaroff
Title: President
I have authority to bind the Corporation