of Ontario

Document General

Form 4 - Land Registration Reform Act

CARLware Inc.
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FOR OFFICE USE ONLY

AT 2752410
CERTIFICATE OF RECEIPT
RÉCÉPISSÉ
TORONTO (66)
2011 -07- 14 11:29

New Property Identifiers

Additional: See Schedule ☐

Executions

Additional: See Schedule ☐

(1) Registry ☐ Land Titles ☒

(2) Page 1 of 5 pages

(3) Property Identifier(s) Block Property
76166-0001 TO 76166-1275 inclusive
Additional: See Schedule ☐

(4) Nature of Document
Condominium By-Law No. 2
Condominium Act, 1998, S. 56
117

(5) Consideration
NIL
Dollars $ NIL

(6) Description
All units and common elements comprising the property included in Toronto Standard Condominium Plan No. 2166, in the City of Toronto, Land Titles Division of the Toronto Registry Office (No. 66)

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

8) This Document provides as follows:

See Schedule for By-Law No. 2 and Certificate

Continued on Schedule ☐

9) This Document relates to instrument number(s)

10) Party(ies) (Set out Status or Interest)

Name(s)	Signature(s)	Date of Signature Y	M	D
TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2166	Per:	2011	07	06
	Name: Elio Zoffranieri Title: President			
	I have authority to bind the Corporation			

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

12) Party(ies) (Set out Status or Interest)

Name(s)	Signature(s)	Date of Signature Y	M	D

13) Address for Service

14) Municipal Address of Property
135 Village Green Square
Toronto, Ontario, M1S 0G4

U:\Realestate\HARRY_H\Metrogate II\Final\Registered Documents\by-law document generals 1 to 3.wpd -

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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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. 2166 (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 6th day of July, 2011.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2166

Per: _____

Elio Zoffranieri - President

I have authority to bind the Corporation

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SCHEDULE "A" TO CERTIFICATE IN RESPECT OF A BY-LAW OF TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2166
(hereinafter referred to as the "**Corporation**" or the "**Phase II Condominium**")

BY-LAW NUMBER 2

WHEREAS Metrogate Inc. (the "**Declarant**") entered into a mutual easement and cost-sharing agreement or reciprocal agreement (hereinafter referred to as the "**Two-Way Shared Facilities Agreement**") with Toronto Standard Condominium Corporation No. 2151 (the "**Phase I Condominium**"), being a mixed-use highrise condominium comprising 435 dwelling units, 3 commercial/retail units and various parking, locker and other ancillary units developed and created adjacent to the west south-west of the Phase II Condominium, upon those lands and premises municipally located at 125 Village Green Square, Toronto (the "**Phase I Lands**"), which agreement was registered on May 27th, 2011, in the Land Titles Division of the Toronto Registry Office (No. 66) as **Instrument No. AT-2703265**, and which agreement provides for the mutual use, maintenance and cost-sharing of the Two-Way Shared Facilities (as such term is defined in the Phase II Condominium's declaration), with the Declarant having entered into the Two-Way Shared Facilities Agreement for and on behalf of the Phase II Condominium;

AND WHEREAS the Two-Way Shared Facilities 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 Two-Way Shared Facilities (as such term is defined in the Phase II Condominium's declaration), or alternatively, a counterpart to the Two-Way Shared Facilities Agreement (hereinafter referred to as the "**Counterpart to the Two-Way Agreement**") will be executed by the Phase II Condominium with the Declarant (and with or without the Phase I Condominium as a party or signatory thereto), which will confirm the formal assumption by the Phase II Condominium of the Declarant's obligations under the Two-Way Shared Facilities Agreement, insofar as same 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 135 Village Green Square, Toronto (hereinafter referred to as the "**Phase II Lands**");

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

BE IT ENACTED AS A BY-LAW OF TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2166 AS FOLLOWS:

1. That the Corporation execute the Counterpart to the Two-Way 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 Two-Way Shared Facilities Agreement which affect, pertain or relate to the Phase II Condominium and/or the Phase II Lands, including without limitation, the obligation to pay the Phase II Condominium's Proportionate Two-Way Share of the Two-Way Shared Facilities Costs, established or determined in accordance with the Two-Way Shared Facilities Budget(s) issued from time to time; and

   b) the Phase II Condominium being bound by the terms and provisions of the Two-Way Shared Facilities 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, including the payment of the Phase II Condominium's Proportionate Two-Way Share of the Two-Way Shared Facilities Costs, established or determined in accordance with the Two-Way Shared Facilities Budget(s) issued from time to time;

2. That any officer of the Corporation be and he is hereby authorized to execute the Counterpart to the Two-Way 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 Two-Way 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 or estoppel certificates to be executed by or on behalf of the Phase II Condominium pursuant to the provisions of Article 21.00 of the Two-Way Shared Facilities Agreement; and

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. 2166.

DATED at the City of Toronto this 6th day of July, 2011.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2166

Per: _____
Elio Zoffranieri - President
I have authority to bind the Corporation

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SCHEDULE "A" TO BY-LAW NO. 2

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2166

COUNTERPART TO THE TWO-WAY AGREEMENT

THIS AGREEMENT MADE this 6th day of July, 2011.

BETWEEN:

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2166
a condominium corporation created by the registration of a declaration and description on the 24th day of June, 2011, in the Land Titles Division of the Toronto Registry Office (No. 66) as **Instrument No. AT-2731517**
(hereinafter referred to as "**Phase II Condominium**")

OF THE FIRST PART

- and -

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

OF THE SECOND PART

- and -

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2151
a condominium corporation created by the registration of a declaration and description on the 29th day of April, 2011, in the Land Titles Division of the Toronto Registry Office (No. 66) as **Instrument No. AT-2677207**
(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 directly with the Phase I Condominium, with the latter being a mixed-use highrise condominium comprising 435 dwelling units, 3 commercial/retail units and various parking, locker and other ancillary units developed and created adjacent to the west south-west of the Phase II Condominium, upon those lands and premises municipally located at 125 Village Green Square, Toronto (the "**Phase I Lands**"), which agreement was registered on May 27th, 2011, in the Land Titles Division of the Toronto Registry Office (No. 66) as **Instrument No. AT-2703265** (hereinafter referred to as the "**Two-Way Shared Facilities Agreement**"), and which agreement provides for the mutual use, maintenance and cost-sharing of the Two-Way Shared Facilities (as such term is defined in the Phase II Condominium's declaration), and with the Declarant having entered into the Two-Way Shared Facilities Agreement for and on behalf of the Phase II Condominium;

AND WHEREAS the Two-Way Shared Facilities 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 Two-Way Shared Facilities (as such term is defined in the Phase II Condominium's declaration), or a counterpart agreement to (or in respect of) the Two-Way Shared Facilities 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 Two-Way Shared Facilities Agreement, insofar as same affect, pertain or relate to the Phase II Condominium (hereinafter referred to as the "**Counterpart to the Two-Way Agreement**");

AND WHEREAS this agreement is intended to constitute and comprise the Counterpart to the Two-Way 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;

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 Two-Way Shared Facilities 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 Two-Way Shared Facilities 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 135 Village Green Square, Toronto (hereinafter referred to as the "**Phase II Lands**"), including without limitation, the obligation to pay the Phase II Condominium's Proportionate Two-Way Share of the Two-Way Shared Facilities Costs, established or determined in accordance with the Two-Way 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 Two-Way Shared Facilities 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, including without limitation, the obligation to pay the Phase II Condominium's Proportionate Two-Way Share of the Two-Way Shared Facilities Costs established or determined in accordance with the Two-Way Shared Facilities Budget(s) issued from time to time. 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 Two-Way Agreement (as well as all of the terms, provisions and obligations of the Two-Way Shared Facilities 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 Two-Way Shared Facilities 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 Two-Way Share of the Two-Way 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 Two-Way Shared Facilities Agreement.

4. The Phase II Condominium hereby expressly acknowledges, confirms and agrees that 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 Two-Way Shared Facilities Agreement, insofar as same affect, pertain or relate to the Phase II Condominium and/or the Phase II Lands, and specifically the obligation to pay the Phase II Condominium's Proportionate Two-Way Share of the Two-Way Shared Facilities Costs established or determined in accordance with the Two-Way Shared Facilities Budget(s) issued from time to time, and the Phase I Condominium 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. 2166

Per: _____
Elio Zoffranieri - President
I have authority to bind the Corporation

METROGATE INC.

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