Province of Ontario

Document General

Form 4 — Land Registration Reform Act

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CERTIFICATE OF RECEIPT
RÉCÉPISSÉ
TORONTO (66)
2013 -08- 01 11:52

LAND REGISTRAR

(1) Registry ☐ Land Titles ☒ (2) Page 1 of 6 pages

(3) Property Identifier(s) Block Property: 76322-0001 - 76322-3364 Incl. Additional: See Schedule ☐

(4) Nature of Document
CONDOMINIUM BY-LAW NO. 2
(under Subsection 56(9) of the Conndominium Act 1998)

(5) Consideration
Dollars $

(6) Description
ALL UNITS AND COMMON ELEMENTS COMPRISING TORONTO STANDARD CONDOMINIUM PLAN NO. 2322, CITY OF TORONTO

Land Titles Division of Toronto Registry Office (No. 66)

New Property Identifiers Additional: See Schedule ☐

Executions Additional: See Schedule ☐

(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. 2322	**per:** **Anthony Heller, President** **I have authority to bind the Corporation**	**2013**	**07**	**23**

(11) Address for Service **Suite 201, 10 Wanless Avenue, Toronto, Ontario M4N 1V6**

(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

MULTIPLE

(15) Document Prepared by:

Howard M. Hacker
c/o Plazacorp Investments Limited
Suite 201, 10 Wanless Avenue
Toronto, Ontario
M4N 1V6

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Fees and Tax	
Registration Fee	
Total	

Document prepared using *The Conveyancer*

CERTIFICATE IN RESPECT OF A BY-LAW

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

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2322

(known as the "Corporation") certifies that:

1. The copy of By-law Number 2, attached as Schedule A, is a true copy of the By-law;

2. The By-law was made in accordance with the Condominium Act, 1998 and any amendments thereto, the Declaration and the By-laws of the Corporation, and that By-law Number 2 has not been amended and is in full force and effect.

3. The sole Owner of all of the Units of the Corporation has voted in favour of confirming the By-law.

Dated this 23rd day of July, 2013.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2322

Per: _____
Anthony Heller, President

Per: _____
David Brothman, Vice President

Per: _____
Howard M. Hacker, Secretary

We have the authority to bind the corporation.

SCHEDULE A

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2322

BY-LAW NO. 2

BE IT ENACTED as a By-law of Toronto Standard Condominium Corporation No. 2322 (hereinafter referred to as the **"Corporation"**) as follows:

The directors of the Corporation shall cause the Corporation to enter into an agreement with King West Centre (II) Corp. (the "Declarant") in the form attached hereto as Schedule A (the "Warranty Agreement") which shall provide that, effective as of July 19, 2013, being the registration date of the Corporation:

(a) the Corporation shall have no rights against the Declarant beyond those that are specifically granted to the Corporation under the Condominium Act, the Ontario New Home Warranties Plan Act or by Tarion Warranty Corporation;

(b) the Corporation's only recourse against the Declarant for a final and binding resolution of any outstanding, incomplete or deficient construction items or any related matters in respect of 65-75-85 East Liberty Street, City of Toronto (the "Property"), shall be through the process established for and administered by Tarion Warranty Corporation;

(c) the Corporation, together with the Declarant, shall appoint and constitute Tarion Warranty Corporation as the sole and final arbiter of all such matters as set out in paragraph (b) above;

(d) the Corporation shall indemnify and save the Declarant harmless from all actions, causes of actions, claims and demands for damages or loss which are brought by the Corporation in contravention of the said Agreement;

(e) the Corporation shall acknowledge and agree that it shall have no claim or cause of action as a result of any outstanding, incomplete or deficient construction items or any related matters in respect of the Property against any person or legal entity other than the entity named as the Declarant (and against the Declarant only insofar as such rights are limited by the Warranty Agreement), notwithstanding that the Declarant may be a nominee or agent of another person, firm, corporation or other legal entity, and that such acknowledgment and agreement may be pleaded as an estoppel and bar in any action or proceeding brought by the Corporation to assert any rights, claims or causes or action against any person, firm, corporation or legal entity other than the entity named as the Declarant; and

(f) the Warranty Agreement shall not be terminated or terminable by the Corporation following the Turnover Meeting, and it shall enure to the benefit of and be binding upon the respective parties hereto and their successors and assigns.

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The foregoing By-law No. 2 is hereby enacted and passed by the directors of the Corporation, who have duly approved and confirmed without variation the provisions herein, as evidenced by all of the respective signatures hereto of all the directors.

DATED at Toronto, this 23rd day of July, 2013.

Director – Anthony Heller

Director – David Brothman

Director – Howard M. Hacker

Director – Mark Tutton

Director – Scott McLellan

Director – Sam Galet

Director – Jeffrey King

The foregoing By-law No. 2 is hereby approved and confirmed by the sole Owner of the Units as evidenced by the signature of its duly authorized officer in that behalf.

DATED at Toronto, this 23rd day of July, 2013.

KING WEST CENTRE (II) CORP.

Per:

Name: Anthony Heller
Title: President

I have authority to bind the Corporation.

SCHEDULE A TO BY-LAW NO. 2

THIS WARRANTY AGREEMENT made effective as of the 19th day of July, 2013.

BETWEEN:

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2322

(the "Corporation")

OF THE FIRST PART

AND:

KING WEST CENTRE (II) CORP.

(the "Declarant")

OF THE SECOND PART

WHEREAS the Declarant has created a Corporation pursuant to the Condominium Act, R.S.O. 1990 (the "Condominium Act") by the registration of a Declaration and a Description in the Land Registry Office for the Land Titles Division of Metropolitan Toronto, relating to the land and any interest appurtenant to the land described in the Description located at 65-75-85 East Liberty Street, City of Toronto (the "Property");

AND WHEREAS the Corporation has agreed to enter into an agreement (the "Warranty Agreement") with the Declarant pertaining to any outstanding, incomplete or deficient construction items or any related matters in respect of the Property, in accordance with the terms and conditions of this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that, in consideration of the premises and the mutual covenants and agreements herein contained and other valuable consideration, the Corporation and the Declarant hereby agree as follows:

1. The Corporation shall have no rights against the Declarant beyond those that are specifically granted to the Corporation under the Condominium Act, the Ontario New Home Warranties Plan Act or by Tarion Warranty Corporation.

2. The Corporation's only recourse against the Declarant for a final and binding resolution of any outstanding, incomplete or deficient construction items or any related matters in respect of the Property shall be through the process established for and administered by the Tarion Warranty Corporation.

3. The Corporation and the Declarant hereby appoint and constitute Tarion Warranty Corporation as the sole and final arbiter of all such matters as set out in paragraph 2 above.

4. The Corporation hereby indemnifies and saves the Declarant harmless from all actions, causes of actions, claims and demands for damages or loss which are brought by the Corporation in contravention of this Agreement.

5. The Corporation hereby acknowledges and agree that it shall have no claim or cause of action as a result of any outstanding, incomplete or deficient construction items or any related matters in respect of the Property against any person or legal entity other than the entity named as the Declarant (and against the Declarant only insofar as such rights are limited by the Warranty Agreement), notwithstanding that the Declarant may be a nominee or agent of another person, firm, corporation or other legal entity, and that such acknowledgment and agreement may be pleaded as an estoppel and bar in any action or proceeding brought by the Corporation to assert any rights, claims or causes or action against any person, firm, corporation or legal entity other than the entity named as the Declarant; and

6. This Warranty Agreement shall not be terminated or terminable by the Corporation following the Turnover Meeting, and it shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement made effective as of the 19th day of July, 2013.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2322

Per:_____
Name: Anthony Heller
Title: President, Director

Per:_____
Name: David Brothman
Title: Vice President, Director

Per:_____
Name: Howard M. Hacker
Title: Secretary, Director

We have authority to bind the corporation

KING WEST CENTRE (II) CORP.

Per:_____
Name: Anthony Heller
Title: President

I have authority to bind the corporation.