

FOR OFFICE USE ONLY

AT **3655783**  
**CERTIFICATE OF RECEIPT**  
**RÉCÉPISSÉ**  
**TORONTO (66)**  
  
**AUG 07 2014**  
  
**LAND REGISTRAR**  
*Jeff Hill*

(1) Registry <input type="checkbox"/>		Land Titles <input checked="" type="checkbox"/>		(2) Page 1 of 16 pages	
(3) Property Identifier(s)		Block	Property		Additional: See Schedule <input type="checkbox"/>
		76300-0001 to	76300 - 0497 inclusive		
(4) Nature of Document <b>CONDOMINIUM BY-LAW NO. 6 Standard Unit By-Law)</b> <b>Condominium Act, 1998, s. 56</b>					
(5) Consideration NIL  Dollars \$					
(6) Description <b>All Units and common elements comprising the property included in Toronto Standard Condominium Plan No. 2300</b> <b>City of Toronto</b> <b>Land Registry Division of Toronto</b>					
(7) This Document Contains:		(a) Redescription New Easement Plan/Sketch <input type="checkbox"/>		(b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/>	

New Property Identifiers Additional: See Schedule

Executions Additional: See Schedule

(8) This Document provides as follows:  
**See Schedule for By-law 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. 2300	<i>[Signature]</i> <b>Andrew Gall, President</b> <b>I have authority to bind the Corporation</b>	2014 07 13
	<i>[Signature]</i> <b>Daniel Landry, Secretary</b> <b>I have authority to bind the Corporation</b>	2014 07 13

(11) Address for Service: **Icon Property Management, 365 Evans Avenue, Suite 601, Toronto, Ontario, M8Z 1K2**

(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 <b>Multiple</b>	(15) Document Prepared by: <b>Gerald T. Miller</b> <b>Gardiner Miller Arnold LLP</b> <b>390 Bay Street</b> <b>Suite 1202</b> <b>Toronto, Ontario</b> <b>M5H 2Y2</b>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="2">Fees and Tax</th> </tr> <tr> <td>Registration Fee</td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td><b>Total</b></td> <td> </td> </tr> </table>	Fees and Tax		Registration Fee						<b>Total</b>	
Fees and Tax												
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<b>Total</b>												

**CERTIFICATE IN RESPECT OF A BY-LAW**  
(under subsection 56 (9) of the *Condominium Act, 1998*)

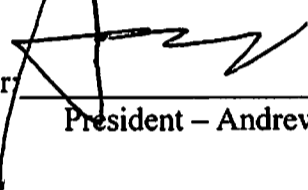
TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2300 (known as the "Corporation") certifies that:

1. The copy of By-law No. 6 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* (the "Act").
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

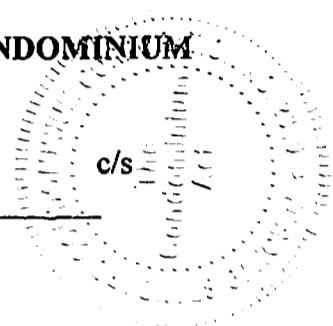
DATED this 13<sup>th</sup> day of July, 2014.

**TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2300**

Per



\_\_\_\_\_  
President – Andrew Gall



**STANDARD UNIT BY-LAW #6**

**of**

**TORONTO STANDARD CONDOMINIUM  
CORPORATION NO. 2300**

# STANDARD UNIT BY-LAW #6

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**SCHEDULE "A" – BASIC UNIT**

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**SCHEDULE "C" – STANDARD IMPROVEMENT SPECIFICATIONS**

**TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2300  
(herein called the "Corporation")**

**STANDARD UNIT BY-LAW No. 6**

**WHEREAS** the Corporation wishes to establish the criteria applicable a Standard Unit of the Corporation for the purpose of determining the Corporation's obligations to repair after damage and to insure the Standard Improvements specified in paragraph 2 (b) hereof within units of the Corporation, with the exception of the Exclusions referred to in paragraph 2 (c) hereof, in accordance with requirements of s. 56(1) (h), 89 and 99 of the *Condominium Act, 1998* (the "Act");

**AND WHEREAS** the Corporation is responsible to maintain the common elements and assets of the Corporation and to repair them after damage pursuant to **Section 5.3 (Repair and Maintenance by Corporation)** of the Corporation's declaration, while unit owners must maintain their units and repair them after damage pursuant to **Section 5.1 (Repairs and Maintenance by Owner)** thereof (subject to the repair requirements set out in the declaration which are detailed in Schedule "B" attached hereto, and the provisions of this By-law),

**AND WHEREAS** the purpose of this Standard Unit By-law is to focus only upon the Corporation's obligation to repair after damage and insure both the Basic Unit specified in Article 2 (a) hereof and the Standard Improvements specified in Article 2 (b) hereof and related issues referred to in this Standard Unit By-law.

**BE IT ENACTED** as a By-Law of the Corporation as follows:

**Repair and Insure Standard Unit**

- 1. The Corporation shall repair after an event of damage and shall insure each Standard Unit of the Corporation.

**Standard Unit**

- 2. A "Standard Unit" for the purpose of determining the Corporation's responsibility to repair after damage and insure the Standard Improvements (with the exception of any Exclusions) within all Basic Units of the Corporation, as specified herein, shall be defined as follows:

- a) **Basic Unit** – The Basic Unit shall consist of the building components situated within the horizontal and vertical boundaries of each residential dwelling unit, subject to any specified inclusions or exclusions referred to in Schedule "C" of the Corporation's declaration, a written delineation of which is attached hereto as Schedule "A" (the "Basic Unit"); and

- b) **Standard Improvements** – Standard Improvements shall consist of the following components originally installed by the Declarant in a residential dwelling unit before registration of the declaration and description (or replaced thereafter to the extent they meet the as-built building standard when originally constructed), or as otherwise additionally specified below, or deemed to be located, within the unit boundary of a residential dwelling unit and is not excluded by Article 2 (c) hereof:

- (i) all unit-side ceiling construction components and ceiling drywall with a painted, parged or stucco finish as may exist in the unit (including the lower surface finish thereof);
- (ii) all unit-side wall construction components and wall drywall (including the unit-side painted surface thereof);
- (iii) all unit-side floor construction components and flooring, including the upper concrete floor surface thereof, but excluding carpeting, underpad, tiles, hardwood flooring, sound-proofing and other flooring improvements or betterments, whether originally installed by the Declarant or an owner;
- (iv) all interior doors, closets and their doors, frames and appurtenant hardware

(including any surface thereof), and the interior surface of any exterior windows, doors and their frames, except all or such portions thereof as may constitute common elements;

- (v) all finished baseboards, quarter-round and moldings;
- (vi) all in-wall electrical switches, outlets, connection boxes, , together with any telephone and cable wiring and outlets;
- (vii) bathtub, shower-stall, sinks, toilet and in-unit plumbing, pipes, drains, taps, shower heads and fixtures;
- (viii) smoke, heat and carbon monoxide detectors, (except batteries), fire alarm, security alarm, sprinklers, intercom, thermostat and exhaust fans;
- (ix) all kitchen and bathroom cabinets;
- (x) fireplace, damper and chimney in units where applicable;
- (xi) patio or terrace stones where applicable; and
- (xii) any other Standard Improvements and the Specifications applicable to all of the Standard Improvements, as set out in Schedule "C" attached hereto.

c) **Exclusions** – Notwithstanding the foregoing definition of Standard Improvements referred to in Article 2 (b) hereof, a Standard Improvement and a Standard Unit shall exclude each of the following components and criteria. In the event any such Exclusion is applicable, the Corporation shall not bear the cost to repair or replace after damage any of the following components or criteria:

- (i) any extras ordered by the original purchaser from the declarant to the extent they are in excess of the as-built building standard Standard Improvements;
- (ii) any improvement to or betterment made by an owner or resident to the unit;
- (iii) any improvement, betterment or substitution for an original Standard Improvement to the extent it is different in nature, greater in scope or extent, or of a quality exceeding the as-built building standard Standard Improvement as originally installed; provided that if an owner provides written notice to the Corporation that the Owner wishes to substitute an improvement, betterment or extra over and above the building standard Standard Improvement before the Corporation has contracted to repair or replace after damage any such Standard Improvement to the building standard, the Corporation may elect to reimburse the Owner to the extent of the standard cost of such a building standard Standard Improvement in lieu of replacement of the building standard Standard Improvement;
- (iv) maintenance, cleaning, repairs or replacement arising from wear and tear rather than from a specific event of damage, including, without restriction, any maintenance for which the unit owner is deemed to be responsible as stated in the Corporation's declaration (a copy of which is attached hereto as Schedule "B");
- (v) any portion of another unit and any portion of the common elements including any exclusive use common elements and the gas line on the exclusive use balcony;
- (vi) any portion of the cost to repair any damage or failure for which insurance coverage is precluded by a provision contained in the Corporation's insurance policy;
- (vii) the surface finishes of any wall, ceiling, door, frame, cabinet, fixture or other Standard Improvements, other than the as-built building standard finishes in accordance with the quality of materials and finishes when originally constructed;
- (viii) all floor coverings whether originally installed by or on behalf of the Declarant, or otherwise;
- (ix) all in-unit heating, air conditioning and ventilating equipment, fans, radiators, thermostat, ducts, pipes and related components, including any heat pump or heating and cooling exchange unit;
- (x) fixtures, in-ceiling lighting fixtures, wiring and electrical items ancillary thereto, appliances, facilities, or equipment (other than as specifically referred to in item 2 (b)), furniture, ornaments, decorations, window coverings, household and personal effects and contents;
- (xi) carpeting, under-padding, tiles, hardwood flooring, sound-proofing and other flooring improvements or betterments, whether originally installed by

- the Declarant or an owner;
- (xii) if the unit owner is responsible therefore, the amount of the insurance deductible, to the extent of the lesser of the cost of repairing the damage and the deductible limit of the Corporation's insurance policy (see Article 7(a) hereof pertaining to Owner's Deductible);
  - (xiii) damage caused to an Standard Improvement in the Basic Unit where an Event of Damage originated, if caused by arson or a willful or criminal act of the owner of the Basic Unit or a tenant, resident, employee, agent, contractor, visitor or guest thereof;
  - (xiv) damage to any Security Device as may be installed or required in the Unit, including any smoke detector, carbon monoxide detector, heat detector, fire alarm, security alarm, intercom, window latch or any other required safety or security device, when the damage was caused by any removal, disconnection or any failure by an owner to maintain any such Security Device to provide and replace batteries, when required, from time to time; and
  - (xv) any item in Schedule "C" where the term "UPGRADE" is used in the MANUFACTURER column. Also, in the event of a conflict between Schedule "C" and Articles 2 (b) and 2 (c) hereof, then Schedule "C" shall prevail to the extent of the inconsistency.
- d) **Parking and Locker Units** – For clarity, the Standard Unit defined above shall only apply to dwelling units. Parking units and locker units, for the purposes of determining a standard unit, shall only consist their bare walls and shall exclude all fixtures, equipment, appliances, and alterations, additions or improvements thereto and any contents or chattels;

#### **Repair After Damage**

3. A repair after damage shall constitute damage or failure caused by a specific event which constitutes any of the "major perils" or other extended perils that the declaration, by-laws or insurance policy of the corporation specify, as referred to in s. 99 (1) of the Act, so long as any such perils are not listed in this By-law as an Exclusion. "Major perils" shall include fire, lightning, smoke, windstorm, hail, flooding, earthquake, explosion, water escape, strikes, riots or civil commotion, impact by aircraft or vehicles, vandalism or malicious acts, etc. The Corporation shall be responsible to undertake a repair after damage only in the event and to the extent the peril is insured by the Corporation's insurance policy, and only to the extent that insurance proceeds are paid to the Corporation. The Corporation shall have a duty to repair or replace after damage the Basic Unit and any applicable Standard Improvements (together with such portions of the common elements and its assets as the Corporation is obligated by its declaration to repair after damage) and the cost thereof shall constitute a common expense; however, the Corporation shall not be obligated to repair after damage, maintain or replace any Standard Improvements in the event any listed Exclusion is applicable. The Standard Improvements shall be deemed to constitute "improvements made to a unit before registration of the declaration and description" as referred to in s. 89 (5) of the Act.

#### **Quality and Specifications**

4. All repairs after damage of such Standard Improvements shall be completed in a good and worker-like manner, using good quality, new, unused materials equal to the as-built building standard when originally installed by the Declarant in the unit, subject to the particulars of any manufacturer, model, specifications or quality referred to in this By-law or the Schedules attached hereto, finished in a manner which matches abutting finishes. Repairs will be completed using best practices during regular business hours. All applicable materials shall meet the Standard Improvements Specifications set out in Schedule "C" attached hereto. All materials shall comply with and be installed in accordance with all applicable government or industry standards. The board of directors reserves its right in its sole discretion at any time to designate substituted materials for a Standard Improvement, including the manufacturer, model, specifications and quality standards applicable thereto as is appropriate in accordance with current construction standards and availability of such materials.

#### **Insurance Obligation**

5. It shall be a duty and a common expense of the Corporation to obtain and maintain insurance on its own behalf and on behalf of the owners for damage to or failure of the Basic Units,

the Standard Improvements (but not to the extent any Exclusion is applicable), the common elements and assets of the Corporation that is caused by a major peril or any of the other perils that the declaration and by-laws of the Corporation specify. The Standard Improvements referred to in Article 2 (b) hereof do not constitute "improvements made to a unit" (i.e. improvements made to a unit either by a person other than the Declarant or after registration of the declaration and description, commonly known as "owner's improvements") with respect to which insurance is precluded by s. 99 (4) of the Act. Instead, the Standard Improvements shall form part of the Standard Unit and the Corporation shall be responsible to insure the Standard Improvements as permitted by s. 56 (1) (h) of the Act.

#### **Unit Owner's Insurance**

6. (a) **Owners' Comprehensive Coverages** - Dwelling unit owners are strongly urged to obtain and maintain their own comprehensive all-risk condominium unit owner's insurance policy, providing full replacement cost insurance coverage with respect to applicable Exclusions referred to herein. It is recommended that Owners obtain insurance with respect to:

- (i) any additions, alterations, improvements or betterments made by the owner to his/her unit and to any of the Standard Improvements or the common elements, including exclusive use common elements;
  - (ii) contents insurance pertaining to furnishings, fixtures, equipment, decorating, art work, clothing, jewelry, furs, silverware, cameras, sporting equipment, computers, personal digital assistants, and other chattels of the owner contained within the unit;
  - (iii) the owner's personal property and chattels stored elsewhere on the property, such as in a locker, parking space or automobile;
  - (iv) additional living expenses arising from loss of use and occupancy of his/her unit in the event of damage and the cost of additional living expenses incurred by an owner if forced to leave his/her dwelling unit as a result of a peril covered by the owner's policy;
  - (v) contingent insurance, in the event the Corporation's insurance does not cover a particular loss that ought to be insured by the Corporation under the *Condominium Act, 1998*;
  - (vi) insurance coverage pertaining to any deductible amount for which the owner may become responsible, as referred to in Article 8 hereof;
  - (vii) special loss assessment coverage pertaining to the costs of a special assessment levied by the Corporation against the unit owners to cover a shortfall between the actual cost of an insurable loss and the amount paid by the Corporation's insurance pursuant to a claim;
  - (viii) public liability insurance to a minimum \$2,000,000.00 limit, providing standard all-risk public liability coverage of the owner or any resident, tenant, invitee or licensee of such owner's unit, subject to usual exclusions and conditions;
  - (ix) blanket glass coverage, sewer back-up coverage and food freezer coverage;
  - (x) other insurance coverages may be obtained as part of a comprehensive condominium owner's insurance package.
- (b) **Tenant's Insurance** - It is recommended that owners require their tenants to purchase their own contents and liability insurance protection when signing a lease of the unit, since damages caused by the tenant's negligence could cause the Corporation, its insurer and other unit owners or visitors to sue for damages.
- (c) **Waiver of Subrogation** - All such insurance policies should provide full replacement coverage with appropriate deductibles and should contain waivers of subrogation pertaining to any claim by an insurer against the Corporation, its directors, officers,



manager, agents, employees and servants, and against the other owners and members of their household, except for a vehicle impact, arson and fraud.

- (d) **Comprehensive Unit Owner's Policy** - The Corporation's insurance broker (or your own insurance agent) may best be able to provide a comprehensive condominium unit owner's insurance policy which matches up to the Corporation's insurance at a realistic premium cost. For clarity, all unit owners should refer their own insurance advisors to this by-law. Ask your insurance advisor to consider all provisions of this Standard Unit By-law and Schedules, but particularly, the Standard Improvements (Article 2 (b)), the Exclusions (Article 2 (c)), the Unit Owner's Insurance (Article 6) and Owner's Deductible (Article 7). Owners and tenants who leave their unit vacant for any period of time in excess of the permitted vacancy time referred to in their insurance policy should make arrangements with their insurer accordingly, or should arrange for interim inspections of the unit.

#### **Owner's Deductible**

7. (a) **Replacement and Deductible** - The Corporation's insurance shall provide full replacement value for each insured component subject to a deductible amount (whereby no insurance coverage applies to the extent of that deductible amount) which in the opinion of the Corporation and its insurance representative is a reasonable deductible amount in the circumstances applicable to the Corporation, as determined from time to time.

(b) **Owner's Liability** - Pursuant to s. 105 (2) and (3) of the Act, if any damage, loss or failure to any **Damaged Component** is caused by:

- (i) the owner, lessee of the owner's unit, a person residing or visiting therein, or any employee, agent, contractor, visitor or guest of any such person, whether or not with the permission or knowledge of the owner;
- (ii) the owner's failure to maintain the owner's Basic Unit and Standard Improvements or failure by any person who owns, possesses or controls any other item, component or contents contained within the boundary of the owner's unit to maintain or repair them; or
- (iii) a major peril or extended peril as defined in the Corporation's insurance policy originating from an **Event of Damage** which arises from within the owner's unit,

then the owner of the unit shall be strictly liable for reimbursing the Corporation to the extent of the amount of the **Restricted Deductible Loss**, arising with respect to the cost of repairs, replacement or rectification of any such **Damaged Component**.

(c) The terms used herein shall be defined as follows:

- (i) A "**Damaged Component**" shall consist of any of the owner's Basic Unit and each of the Standard Improvements thereto as referred to in Article 2 (b) hereof contained within the owner's unit boundaries, together with any damaged portion of the Corporation's common elements, exclusive use common elements, assets, structures, facilities, components, alterations or installations thereon, and together with any other Basic Unit and the Standard Improvements thereto as referred to in Article 2 (b) hereof contained within the boundaries of any other unit, which have suffered damage or failure originating from an **Event of Damage** arising within the owner's unit. A component shall not qualify as a "**Damaged Component**" if it is excluded as a Standard Improvement in the Corporation's standard unit by-law, or if it is a component which is not insured by the Corporation's insurance policy, or if it is an owner's or resident's improvement or betterment to a component.
- (ii) An "**Event of Damage**" shall mean any event or any cause of damage or loss to, or failure of any of the owner's Basic Unit or Standard Improvements thereto or any other items, components or contents contained within the boundaries of the owner's unit, or any cause of damage or loss to or failure of any **Damaged Component** originating from within the owner's unit, howsoever caused, or failure by the owner

to maintain or repair the owner's Basic Unit, Standard Improvements or any other items, components or contents contained within the boundaries of the owner's unit, if such event of damage constitutes a major peril or extended peril insured by the Corporation's insurance policy.

(iii) The "**Restricted Deductible Loss**" shall be the amount that is the lesser of:

- (A) the cost of repairing any damage or loss to, or any failure of any Damaged Component which originated from an Event of Damage, or
- (B) the deductible limit of the insurance policy currently maintained by the Corporation.

- (d) The owner shall reimburse the Corporation for the Restricted Deductible Loss arising from each separate Event of Damage, whether or not through any act or omission of the owner or those for whom the owner is responsible, unless damage to or failure of the owner's Unit Components is caused by an act or omission of the Corporation or its directors, officers, agents or employees, in which event, the deductible amount shall be a common expense.
- (e) The Corporation shall add the said Restricted Deductible Loss to the common expenses payable for the owner's unit. In the event the owner fails to reimburse the Corporation within 30 days after the Corporation has provided to the owner written notice requiring reimbursement of the Restricted Deductible Loss together with any applicable invoices, a default giving rise to a lien shall thereupon arise on the date of non-payment by the owner of the Restricted Deductible Loss. In the event of non-payment within the designated time, the Corporation shall enforce payment of the said Restricted Deductible Loss and all amounts collectible in accordance with all of the provisions set out in s. 84 - 87 of the Act.

#### **Reasonable and Consistent**

8. This by-law shall be reasonable and consistent with the provisions set out in the Act and the Corporation's declaration. In the event that any provision set out herein conflicts with any specific provision set out in any other by-law or rule of the Corporation, the provision set out herein shall supersede and replace any conflicting provision to the extent necessary to carry out the objectives of this by-law. Any provision contained in this Standard Unit By-law which amends the Corporation's declaration provisions pertaining to a repair after damage or insurance as permitted by s. 56 (1), s. 89 and s. 99 of the Act shall supersede the corresponding provisions contained in the declaration, to that limited extent. In the event any provision set out herein is held to be unenforceable, only the specific unenforceable aspect of a provision shall be severed from the provision and such remaining portion of the provision as may be enforceable shall continue in full force and effect. The provisions set out in this By-law shall automatically be amended to accord with any applicable amendments to the Act, and other statute, their regulations or any governing law or common law precedent case. This By-law shall take effect once it has been duly executed and registered on title at the Land Registry Office. No waiver, delay, acquiescence, estoppel, detrimental reliance or discrimination shall be deemed to occur or arise or provide any defence to enforcement of the Corporation's declaration, by-laws or rules, as a result of the Corporation's failure to enforce compliance from time to time with any such declaration, by-law or rule provision.

#### **Dispute Resolution**

9. In the event any dispute arises with respect to any aspect pertaining to any of the provisions set out herein, including, without restriction, the interpretation or legal effect of any such provision, the nature, scope, location or extent of any as-built building standard Standard Improvements or any Exclusion, the applicable method of construction or quality of materials or workmanship, the Corporation and any unit owner, insurer or contractor shall determine the appropriate Standard Improvement within the context of any applicable photograph of such a sample Standard Improvement as may be in the possession of the Corporation, or a physical inspection of any such Standard Improvement may be undertaken by the parties, in any three units selected by the board of directors as model units containing sample Standard Improvements, for the purpose of establishing the Standard Improvements and Exclusions referred to herein. After receiving the input of all parties concerned, the written decision of the board of directors on any of the foregoing issues shall be final and binding, unless any party disputing that decision provides a written mediation notice to the board and any other participating party within 30 days after the board has

provided written notice of its decision to each party at its address on the Corporation's record or at any other last known address, in which event the parties shall mediate and if necessary, arbitrate, the issue in dispute in accordance with Section 132 of the Act, subject to any mediation or arbitration provisions as may be set out in a by-law of the Corporation.

**Execution and Further Assurances**

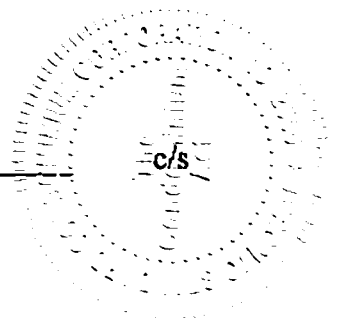
10. The Corporation's President and Secretary or any two Directors are hereby authorized and directed to execute under the corporate seal this By-law, a Document General and Certificate and such further or other documents or assurances as may be appropriate, generally in accordance with the enclosed or such future terms and conditions as the Board deems appropriate, subject to compliance with all corporate procedures and authorizations.

The foregoing By-law is hereby passed by the board of directors of the Corporation (subject to the required consent of owners) at a meeting of directors duly called and held on the 3rd day of June, 2014, pursuant to s. 56 of the *Condominium Act, 1998*.

**DATED** this 13th day of July, 2014.

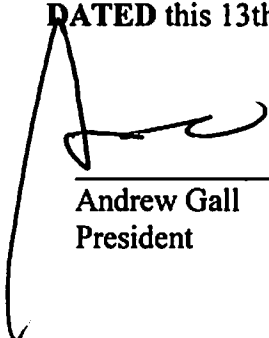
  
\_\_\_\_\_  
Andrew Gall  
President

  
\_\_\_\_\_  
Daniel Landry  
Secretary

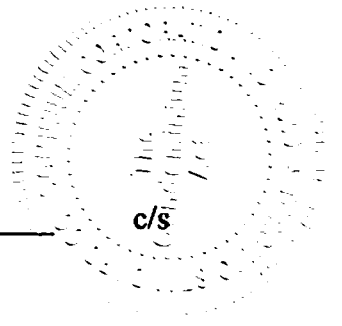


The foregoing By-law is hereby consented to by owners who own at least a majority of the units of the Corporation at a meeting of the owners duly called and held on the 25th day of June, 2014, pursuant to s. 56 of the *Condominium Act, 1998*.

**DATED** this 13th day of July, 2014.

  
\_\_\_\_\_  
Andrew Gall  
President

  
\_\_\_\_\_  
Daniel Landry  
Secretary



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## SCHEDULE "A"

### BASIC UNIT

The Basic Unit, forming part of a Residential Dwelling Standard Unit referred to in the Corporation's Standard Unit By-Law is defined in accordance with the following extract from Schedule "C" attached to the Corporation's declaration:

#### Boundaries of Units

Each Residential Unit, Parking Unit, Loading Unit, Mechanical Unit, Retail Garbage Unit, Storage Unit and Bicycle/Storage Unit shall comprise the area within the heavy lines shown on Part 1, Sheets 1 to 4, inclusive, of the Description with respect to the Unit numbers indicated thereon. The monuments controlling the extent of the units are the physical surfaces and planes referred to below and are illustrated on Part 1, Sheets 1 to 4, inclusive of the Description and all dimensions shall have reference to them.

Without limiting the generality of the foregoing, the boundaries of each unit are as follows:

1. **Residential Units** – being Units 1 to 18, inclusive, on Levels 2, 6 and 7; Units 1 to 21, inclusive, on Levels 3, 4 & 5; Units 1 to 14, inclusive, on Level 8; Units 1 to 15 inclusive, on Levels 9, 10 & 11; Units 1 to 13, inclusive, on Level 12, 13 & 14; and Units 1 and 2 on Level 15.
  - a. Each **Residential Unit** is bounded vertically by:
    - (i) The unfinished upper surface and plane of the concrete floor slab and production; and
    - (ii) The lower surface and plane of the concrete slab and production.
  - b. Each **Residential Unit** is bounded horizontally by:
    - (i) The backside surface and plane of the drywall sheathing separating the Unit from another Unit or from the common elements;
    - (ii) The unit side surface and plane of the concrete column(s);
    - (iii) The unit side surface and plane of exterior windows and doors, in a closed position, and the unit side surface of window and door frames; and
    - (iv) The backside surface of the drywall sheathing enclosing ducts, pipe spaces and concrete walls.

**SCHEDULE "B"**

**REPAIR OBLIGATIONS**

The maintenance and repair obligations of the Corporation and of the owner of a Residential Dwelling Standard Unit are stated in the following extract of Articles 5.1 and 5.3 found in the Corporation's declaration:

**ARTICLE V  
MAINTENANCE AND REPAIRS**

**5.1 Repairs and Maintenance by Owner**

- (a) 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 his or her own expense. Without limiting the generality of the foregoing, each Owner shall maintain:
  - (i) in the interior surface of doors which provide the means of ingress and egress from his or her Unit and repair damage to those doors cause by the negligence of the Owner, residents, family member, guests, visitors, tenants, licensees or invitees to his or her Unit;
  - (ii) the interior surface of all windows in Residential Units and interior and exterior surfaces of all windows and window sills contiguous to his or her Unit and which are accessible by the terrace or balcony together with the terrace or balcony which has been designated as an exclusive use area in respect of such Unit; and shall be responsible for the costs incurred by the Corporation to repair damage to those windows cause by the negligence of the Owner, residents, family members, guests, visitors, tenants, licensees or invitees to the Unit;
  - (iii) all pipes, wires, cables, conduits, ducts and mechanical or similar apparatus, that supply any service to his or her Unit only;
  - (iv) all exhaust fans and fan motors located in the kitchen and bathroom areas of the Unit or adjacent common elements and service the Unit;
  - (v) his or her Parking Unit in a clean and neat condition, notwithstanding that the Corporation may make provision in its annual budget for the cleaning of said Unit;
  - (vi) his or her bicycle/storage unit in a clean and nice condition;
  - (vii) the exclusive use terrace or balcony, if any, to which his or her Unit has exclusive use in a clean and neat condition;
  
- (b) Each Owner shall repair and replace the heating, air conditioning and ventilation equipment, including thermostatic controls contained within and servicing his or her Unit only (to and including the shut off-valve whether same is installed or located within or beyond the boundaries of the Unit). Each Owner shall be liable for any damage to the unit and/or common elements due to the malfunction of such equipment caused by the act or omission of an Owner, his or her servants, agent, tenants, family or guests. No Owner shall make any change, alteration or addition in or to such equipment without the prior written consent of the Board.
  
- (c) The Corporation shall make any repairs that an Owner is obliged to make but does not make within a reasonable time, and in such an event, the Owner shall be deemed to have consented to having said repairs done by the Corporation, and an Owner shall reimburse the Corporation in full for the cost of such repairs, including any legal or collection costs incurred by the Corporation to collect the costs of such repairs, and all such sums of money shall bear interest at the rate of eighteen (18%) per cent per annum. The Corporation may collect all such sums of money in such installments as the Board may decide upon. The installments shall form part of the monthly contributions towards the common expenses of such Owner, after the corporation has given written notice thereof. All such payments are deemed to be additional contributions towards the common expenses and recoverable as such.

### 5.3 Repairs and Maintenance by Corporation

- (a) Save as otherwise specifically provided in this Declaration to the contrary, the Corporation shall maintain and repair after damage, the Common Elements and any common element areas set aside for the exclusive use of any owner. In order to maintain a uniformity of appearance throughout the Condominium, the Corporation's duty to maintain and repair shall extend to all exterior surfaces of doors which provide access to the units, exterior door frames, exterior window frames and all exterior window surfaces, and any exterior perimeter fences erected by the Declarant along the boundaries of the Property.
- (b) The Corporation shall maintain and repair those portions of the Parking Units, and Bicycle/storage Units and the Common Elements at its expense and shall be responsible for the maintenance and repair of exclusive use Common Elements and Parking Units, however the Corporation shall apportion the cost of such maintenance and repair to each unit owner as to its/his/her proportionate liability, and shall not be responsible for the maintenance and repair those parts of the aforesaid Units and Common Elements which are required to be maintained and repaired by the Owners pursuant to paragraph 5.1 which each owner agrees to pay for his/her proportionate share.
- (c) Notwithstanding anything provided in paragraph 5.3(a) hereof to the contrary, it is understood and agreed that each owner shall be responsible for the maintenance of all interior door and window surfaces with respect to his or her Residential Unit and each owner of an exclusive use parking unit shall be obliged to maintain such parking unit. If an owner of an exclusive use parking unit does not maintain the parking unit so that the Corporation is obliged to complete the repairs and replacements therein, the corporation may do so at the cost to the said owner as to his/her proportionate share.
- (d) Every owner shall forthwith reimburse the Corporation for repairs to windows and doors serving his or her unit, following damage to same caused by such owner's negligence, or the negligence of his or her residents, tenants, invitees or licensees.
- (e) The Corporation shall further maintain the heating, air conditioning and ventilation equipment, including thermostatic controls contained within and servicing a Residential Unit such maintenance to include regularly schedules inspections of all such equipment. Such periodic maintenance shall also include the cleaning and replacement of air filters.

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## SCHEDULE "C"

### STANDARD IMPROVEMENT SPECIFICATIONS

For greater certainty, the as-built condition and builder's grade finishes include the following:

#### FINISHES:

- Baseboards
- Quarter Round
- In-Suite Dry Wall
- One Coat of Primer
- Thresholds, depending on suite design
- Bedroom Doors, depending on suite design
- Sliding Bedroom/Den doors, depending on suite design
- Sliding Closet doors, depending on suite design.
- Door Handles
- Door Closer for suite door
- Hallway Closets, depending on suite design
- Bedroom Closets, depending on suite design
- Closet Shelving & Rods

#### KITCHEN:

- Kitchen Sink, Drain, Faucet
- Standard backsplash.
- Standard cabinets. Pulls included.
- Standard Counter
- Kitchen Plumbing Lines (including shut off valves)
- Dishwasher Drain

#### BATHROOM (S):

- Standard Cabinets.
- Standard Vanity
- Standard Sink
- Standard Toilet
- Standard Drain
- Standard Bathtub and/or Shower Stall (including tap, diverter, handle, shower head)
- Clear glass shower stalls, depending on suite design
- Ceramic tile to ceiling level on tub/shower surround, depending on suite design
- Towel Racks
- Pressure-balanced mixing valve in tub/shower.
- Exhaust fans in all bathrooms.

#### GENERAL SUITE FEATURES:

- Smoke Detectors
- Heat detectors are connected to the condominium building's fire enunciator panel.
- Fire Alarm Speakers
- Service Panel
- Insulation and vapour barrier
- Thermostats
- Vents and Ducts (including vent grills)
- Dryer Vent
- Outdoor Water Hose Line
- Plumbing Pipes within Unit
- In-Suite Heat Pump Plumbing lines
- Gas Stove and Outdoor Gas line and valves
- Washing Machine Drain

Note: Pictures of Standard Unit finishes are on file with the Management Office.