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Document prepared using The Conveyancer

Form 11 Condominium Act, 1998

CERTIFICATE IN RESPECT OF A BY-LAW

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

Toronto Standard Condominium Corporation No. 1952 (known as the "**Corporation**") certifies that:

1. The copy of By-law Number 7 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.

3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

Dated this <u>31</u> day of <u>Ma</u>, 2012.

Toronto Standard Condominium Corporation No. 1952

By Name: Brian Lukian

Title: President I have authority to bind the Corporation.

By:

Name: Richard LeBlanc Title: Secretary I have authority to bind the Corporation.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1952

BY-LAW NO. 7

WHEREAS the board of directors may by by-law determine what constitutes a standard unit for the units within the corporation, for the purpose of determining the responsibility for repairing improvements after damage and insuring same;

AND WHEREAS the board of directors may pass a by-law to extend the circumstances under which unit owners would be held responsible for the deductible applicable for the repair of their respective unit(s) following damage;

Be it enacted as a by-law of Toronto Standard Condominium Corporation No. 1952, (hereinafter referred to as "**Corporation**") as follows:

- Purpose: The purpose of this by-law is to determine what constitutes an improvement to a unit, with respect to subsections 89(2)(3) and 99(2)(3) the *Condominium Act, 1998* S.O. (the "*Act*"). This by-law in no way purports to amend or affect the definition of the units as prescribed by Schedule "C" of the Corporation's declaration or any obligations or responsibilities prescribed by the Corporation's declaration.
- 2. High Rise Residential Unit Class: For the purposes of this by-law the standard unit for all "High Rise Residential Units", being Units 1 and 2 on Level 2, Units 1 to 19 inclusive on Level 3, Units 1 to 10 inclusive on Level 4, Units 1 to 10 inclusive on Levels 5 to 34 inclusive, Units 1 to 9 inclusive on Levels 35 and 38, Units 1 to 8 inclusive on Levels 36, 37 and 39, Units 1 to 4 inclusive on Levels 40 and 41 and Units 1 to 5 inclusive on Levels 42 and 43, as set out in Schedule "C" of the Corporation's declaration, shall consist of those items as listed in Schedule "A" attached hereto, subject to the following provisions:
 - (i) any of the materials listed in **Schedule** "A", may be replaced with a material that is of similar or better quality and finish, should the original materials not be available for any reason. Should a dispute arise with respect to same, the final and unfettered determination shall be that of the board of directors;
 - (ii) should a dispute or disagreement arise over the quality and/or finish of any item listed in **Schedule "A"**, the final and unfettered determination of same shall be reserved to the board of directors; and,
 - (iii) the High Rise Residential Unit Class shall not include any flooring material or light fixtures (unless otherwise specifically provided for in **Schedule "A**").

Anything not included as part of the High Rise Residential Unit Class shall be deemed to be an improvement made to a unit, as that term is defined by Sections 89 and 99 of the *Act*.

- 3. **Townhouse Residential Unit Class**: For the purposes of this by-law the standard unit for all "Townhouse Residential Units", being Units 1 to 7 on Level 1, as set out in Schedule "C" of the Corporation's declaration, shall consist of those items as listed in **Schedule "B"** attached hereto, subject to the following provisions:
 - (iv) any of the materials listed in **Schedule "B"**, may be replaced with a material that is of similar or better quality and finish, should the original materials not be available for any reason. Should a dispute arise with respect to same, the final and unfettered determination shall be that of the board of directors;
 - (v) should a dispute or disagreement arise over the quality and/or finish of any item listed in **Schedule "B"**, the final and unfettered determination of same shall be reserved to the board of directors; and,
 - (vi) the Townhouse Residential Unit Class shall not include any flooring material or light fixtures (unless otherwise specifically provided for in **Schedule "B"**).

Anything not included as part of the Townhouse Residential Unit Class shall be deemed

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to be an improvement made to a unit, as that term is defined by Sections 89 and 99 of the *Act*.

- 4. **Guest Unit**: The standard unit for the "Guest Unit", being Unit 3 on Level 2, as set out in Schedule "C" of the Corporation's declaration, shall include everything that falls within the boundaries of the unit as described in said section.
- 5. **Commercial Unit Class**: The standard unit for the "Commercial Units", being Units 8, 9, 10 and 11 on Level 1, as set out in Schedule "C" of the Corporation's declaration, shall not include anything that falls within the boundaries of those units as described in said section. Anything not included as part of the Commercial Unit Class shall be deemed to be an improvement made to a unit, as that term is defined by sections 89 and 99 of the *Act.*
- 6. **Parking Unit Class**: The standard unit for the "Parking Units", being Units 1 to 8 inclusive, Units 10 to 46 inclusive on Level A, Units 1, 2, 3, 5 to 50 inclusive, Units 52 to 69 inclusive on Level B, Units 1, 2, 3, 5 to 14 inclusive, 16 to 53 inclusive and Units 55 to 72 inclusive on Level C, as set out in Schedule "C" of the Corporation's declaration, shall not include anything that falls within the boundaries of those units as described in said section. Anything not included as part of the Parking Unit Class shall be deemed to be an improvement made to a unit, as that term is defined by sections 89 and 99 of the *Act*. Notwithstanding the foregoing, any common topcoat, as determined by the board in its discretion, that may be located within the boundaries of the parking units, shall form part of the Parking Unit Class.
- 7. **Combined Parking and Bicycle Storage Unit Class**: The standard unit for the "Combined Parking and Bicycle Storage Units", being Unit 9 on Level A, Units 4 and 51 on Level B, and Units 4, 15 and 54 on Level C, as set out in Schedule "C" of the Corporation's declaration, shall not include anything that falls within the boundaries of those units as described in said section. Anything not included as part of the Combined Parking and Bicycle Storage Unit Class shall be deemed to be an improvement made to a unit, as that term is defined by sections 89 and 99 of the *Act*.
- 8. **Bicycle Storage Unit Class**: The standard unit for the "Bicycle Storage Units", being Units 47 to 99 inclusive on Level A, Units 70 to 169 inclusive on Level B and Units 73 to 171 inclusive on Level C, as set out in Schedule "C" of the Corporation's declaration, shall not include anything that falls within the boundaries of those units as described in said section. Anything not included as part of the Bicycle Storage Unit Class shall be deemed to be an improvement made to a unit, as that term is defined by sections 89 and 99 of the *Act*.
- 9. **Sign Unit Class**: The standard unit for the "Sign Units", being Units 12 to 21 inclusive on Level 1, as set out in Schedule "C" of the Corporation's declaration, shall not include anything that falls within the boundaries of the unit as described in said section. Anything not included as part of the Sign Unit Class shall be deemed to be an improvement made to a unit, as that term is defined by sections 89 and 99 of the *Act*.
- 10. **Recreation Unit Class**: The standard unit for the "Recreation Unit", being Unit 4 on Level 2, as set out in Schedule "C" of the Corporation's declaration, shall include everything that falls within the boundaries of the unit as described in said section.
- 11. **Terrace Unit Class**: The standard unit for the "Terrace Unit", being Unit 11 on Level 5, as set out in Schedule "C" of the Corporation's declaration, shall include everything that falls within the boundaries of the unit as described in said section.
- 12. If the Corporation at any time owns any unit(s), then the said unit(s) shall, only for the duration that the Corporation retains ownership of same, be classified as the "**Corporation Asset Unit Class**". The Corporation Asset Unit Class shall include everything that falls within the boundaries of said unit(s), as those boundaries are described by the Corporation's declaration, excluding any and all chattels therein unless specifically determined otherwise by the board from time to time, by resolution.
- 13. **Owners' Insurance:** Unit owner(s) shall be responsible to repair all improvement(s) and shall insure all improvement(s) made to their units as provided for in Section 28 of the Corporation's declaration.
- 14. Indemnification for the Corporation's Insurance Deductible: Each owner shall

indemnify and save the Corporation harmless from the amount which is the lesser of:

- i. any deductible payable by the Corporation pursuant to any policy of insurance held by the Corporation, that is applicable to the repair of damage to each owner's respective unit or units; or,
- i. the actual costs attributable to the repair of each owner's unit or units,

regardless of fault, so long as the damage is not as a result of an act or omission on part of the Corporation, its directors, officers or agents.

- 15. Indemnification for the Corporation's Insurance Deductible Damage from a Unit to other Units and/or Common Elements: Where damage occurs to a unit or units or to the common elements and the origin of the damage is from a unit or any part of the unit as that term is defined by the Corporation's declaration (herein after referred to as the "X-Unit"), the owner of the X-Unit shall indemnify and save the Corporation harmless from the amount which is the lesser of:
 - i. any deductible payable by the Corporation pursuant to any policy of insurance held by the Corporation, that is applicable to the repair of damage of the common elements or of any other unit or units including the X-Unit; or,
 - ii. the actual costs attributable to the repair of the common elements or of any unit or units,

regardless of fault, so long as the damage is not as a result of an act or omission on part of the Corporation, its directors, officers or agents.

- 16. **The owner** of an X-Unit shall be responsible for any payment to the Corporation under this by-law regardless of whether the owner's guests, the owner's lessee, the lessee's guests, or visitors of the owner or lessee, were in the unit or the common elements without the permission of the owner.
- 17. **Indemnification for the Corporation's Insurance Deductible Damage to Common Elements:** Where a unit owner or, the owner's lessee, or the guest, visitor, contractor, licencee or agent of the owner or lessee as the case may be, causes damage to the common elements, the unit owner shall indemnify and save the Corporation harmless from the amount which is the lesser of:
 - i. any deductible payable by the Corporation pursuant to any policy of insurance held by the Corporation, that is applicable to the repair of damage of the common elements; or,
 - ii. the actual costs attributable to the repair of the common elements.
- 18. **Payments Owed to the Corporation Deemed to be Common Expenses**: Any payment which is required to be made pursuant to this by-law by any unit owner or owners shall be and is hereby deemed to be common expenses attributable to the said unit owners' unit and shall be recoverable as such.
- 19. **The Quantum of the Deductible**: The deductible for each insurance policy of the Corporation shall be deemed to be reasonable unless otherwise determined by a court or arbitrator of competent jurisdiction.
- 20. **Severability**: Each of the provisions of this by-law shall be deemed to be 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 by-law.
- 21. **Gender**: The use of the masculine gender in this by-law shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include plural wherever the context so requires.
- 22. **Waiver**: No restriction, condition, obligation or provision contained in this by-law shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.

TSCC 1952 - Standard Unit and Insurance Deductible By-law

- 23. **Headings**: The headings in the body of this by-law form no part hereof but shall be deemed to be inserted for convenience of reference only.
- 24. **Statutory References**: Any references to a section or sections of the *Act* in this by-law (or in any by-laws or rules hereafter enacted by the Corporation) shall be read and construed as a reference to the identical or similarly appropriate section or sections (as the case may be) of any successor legislation to the *Act*.

The foregoing by-law is hereby enacted as By-law No. 7 of Toronto Standard Condominium Corporation No. 1952, said by-law having been passed by the board of directors on the <u>o7</u> day of <u>MARCH</u>, 2012, and duly approved by the owners of a majority of the units of the Corporation voting in favour of confirming it on the <u>15</u> day of <u>2012</u>, without variation, pursuant to the provisions of the *Condominium Act*, 1998, S.O.

DATED this _____ day of ______, 2012.

Toronto Standard Condominium Corporation No. 1952

By Name:Brian Lukian Ťitle: President

I have authority to bind the Corporation

By:

Name:Richard LeBlanc Title: Secretary

I have authority to bind the Corporation

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SCHEDULE A High Rise Unit Class

General Suite Features

- Ceiling heights of approximately: 8'-0" on floors 3 to 18, 8'-6" on floors 2 and 19 to 39; and 9'-0" on floors 40 to 43, except in bathrooms or for structural or mechanical reasons. Measurements are calculated from the finished concrete slab to the underside of the concrete slab above
- Solid core, fire rated entry door with painted finished and brushed nickel lever hardware.
- Flat interior hollow single doors with lever hardware in satin metal finish except in double story units on third floor which have panel doors throughout the suite.
- Framed mirrored sliding closet doors in foyer and white board in bedroom, as per plan except for two story suites located on third floor which have mirrored folding closet doors on ground floor
- Designer white Deco rocker type light switches and receptacles throughout
- Fan coil unit for heating and air conditioning along with standard thermostat and concealed ductwork
- Interior walls primed and painted in latex flat finish off-white paint; kitchen, bathrooms and laundry/storage to be painted in latex semi-gloss off-white paint. Latex semi-gloss off-white paint on all trims

Ceiling

- Smooth ceilings in penthouse suites throughout
- White popcorn ceilings in all areas, except kitchen, bathrooms and laundry / storage area which have smooth painted ceilings in one bedroom plus den, and two bedroom units and smooth ceilings throughout the upper floor of two level units
- White popcorn ceilings in all areas, except bathrooms and laundry/storage area which have smooth painted ceilings in one bedroom and bachelor units

Flooring Features

- Concrete floors throughout without baseboards in all rooms, washrooms and kitchen unless otherwise specified below in this document
- Plywood stair case in 2 Storey Units with closed riser, white painted pickets, wood cap, and stained handrail

Kitchen Features

- Euro style kitchen cabinetry in a combination of natural wood and matt lacquer finish with open shelves in choice of finishes
- Granite kitchen countertop in two bedroom units and double story / multilevel units. Laminate counter top in bachelor, one, one bedroom plus den suites with ceramic tile backsplash behind the stove and veneer backsplash above rest of the counter top.
- Kitchen island with granite countertop in two bedroom suites and a kitchen island with laminate counter top in some one bedroom suites as per plans.
- Stainless steel, single or 1½ bowl kitchen sink with designer selected single lever faucet, as per plan
- Single-lever kitchen faucet in chrome finish
- Duct work for venting exhaust fan to exterior. Exhaust fan is not part of the standard unit
- Capped electrical connection for lighting in the kitchen along with a switch

- Standard, white two piece toilet
- Laminate cabinetry and vanity with drawers and stainless steel pull handles with above-counter, china vessel sink with laminate counter in studio, 1 bedroom and 1 bedroom plus den. Marble counter in ensuite bath only of 2 bedroom suites, all washroom counters tops are marble in *two story/ multilevel suites*.
- Floating medicine cabinet attached to wood shelf in one of main or ensuite bathrooms only, as per plan
- Vanity width mirror in a combination of clear and sand blasted finish
- All white plumbing fixtures and designer selected polished chrome single lever faucet
- Pressure balanced shower controls in the bath tub and shower stalls as per plan
- Handheld shower spray with slide-bar in separate shower stalls, as per plan
- Exhaust fan vented to exterior
- Ceramic tiles to the ceiling around the bathtub and on the wall behind the toilet with matching tiled baseboard. Bath tubs have a feature wall in different coloured ceramic tile.
- Electrical connection for light above the mirror
- A standard light above the shower
- Acrylic deep white soaker tub
- Framed, clear tempered glass shower stall in 2nd bathrooms, with pre-formed acrylic base and full-height ceramic tile surround, as per plan. Ceiling height ceramic tiles on the wall behind the toilet.
- Ceramic Soap dish in shower
- Chrome finished standard Towel Bar
- Chrome finished standard toilet paper holder

Laundry Room Features

- Lint trap in the ceiling
- Exhaust vented to exterior
- Plumbing connection for hot and cold water with a shut off valve

Electrical Features

- Individual service panel with circuit breakers
- Pre-wired outlets for telephone, television and or internet connections in the living room, bedrooms and den, as per plan
- Pre-wired RG6 Cable outlets for television and or internet connections in living room, bedrooms and den, as per plan.
- Capped ceiling outlet connections for electrical light fixtures provided in foyer, kitchen, bedrooms, and den, as per plan.
- Suite hydro individually metered
- Fire alarm silencer switch

Security Features

- Suite entry door contacts provided for intrusion alarm system
- Intrusion alarm security system with keypad at all suite entries
- Electrical connection for smoke and Co combination smoke alarm
- Fire alarm speaker, connected to building's main fire system in each suite
- Heat detector linked to building's fire system in each suite as per fire code

Schedule B Townhouse Residential Unit Class On Ground Floor

General Suite Features

- Ceiling heights of approximately 10'-0" on lower level and 8'-6" on upper level, except in bathrooms or for structural or mechanical reasons. Measurements are calculated from the finished concrete slab to the underside of the concrete slab above
- Thermopan framed glass fire rated entry door and brushed nickel lever hardware.
- Smooth faced, paneled-style interior doors, 8'-0" high on lower level and 6'-8" high on upper level with lever hardware in satin metal finish
- Framed mirrored sliding or swing closet doors in foyer as per plan and smooth faced paneled closet doors at all other locations as per plan
- Designer white Decora-style switches and receptacles throughout
- Fan coil unit for heating and air conditioning along with standard thermostat and duct work
- Interior walls primed and painted in latex flat finish off-white paint; kitchen, bathrooms and laundry/storage to be painted in latex semi-gloss off-white paint. Latex semi-gloss off-white paint on all trims
- Smooth ceilings throughout Living Room, Dining Room, Kitchen, washroom and laundry area, popcorn ceilings on upper floors
- Natural gas fireplace in Living Room as per plans
- A total of Eight (8) recessed, low voltage pot lights to be located in Living Room, Dining, Room and Kitchen area (locations subject to structural or mechanical interferences and existing conduits)
- Capped ceiling outlet connections for electrical light fixtures throughout as per plan

Flooring Features

- Concrete floors throughout without baseboards in all rooms, washrooms and kitchen unless otherwise specified below in this document
- Plywood stair case in Multi Storey Units on ground floor, with closed riser, white painted pickets, wood cap, and stained handrail.

Kitchen Features

- Finely crafted, European inspired kitchen cabinetry with extra thick, solid gables, sand-blasted glass sliding pantry doors, and extra height upper cabinets, in choice of finishes along with suspended cabinets above the island
- Task lighting under upper cabinets
- Choice of granite kitchen and island countertops with the choice of back-painted glass and stainless steel backsplash
- Stainless steel, double-equal undermount kitchen sink with designer selected single lever faucet, as per plan
- Single-lever kitchen faucet in chrome finish
- Duct work for venting exhaust fan to exterior. Kitchen exhaust fan is not part of the standard unit

Bathroom features

- Standard, white two piece , low flow toilet
- Bathroom cabinetry in choice of natural wood or matt lacquer finish with drawer and stainless steel pull with designer selected above-counter, china vessel sink with standard marble vanity top and single level chrome faucet.

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- Floating medicine cabinet attached to wood shelf in all bathrooms except for powder room as per plan
- Vanity width mirror in a combination of clear and sand blasted finish
- All white plumbing fixtures and designer selected polished chrome single lever faucet
- Pressure balanced shower controls
- Handheld shower spray with slide-bar in separate shower stalls, as per plan
- Exhaust fan vented to exterior
- 2' high ceramic tiled tub surround with tiled feature wall (different colour of tiles on one wall)
- Electrical connection for a wall sconce or light above the mirror
- A standard light above the shower
- Acrylic soaker bath tubs. Units with two in-suite bathrooms have Acrylic soaker bath tubs with whirlpool feature in Master Bedroom #1 only.
- Framed, clear tempered glass shower stall in ensuite bathrooms, with pre-formed acrylic base and full-height ceramic tile surround, as per plan.
- Ceramic Soap dish in bathtub

Laundry Room Features

- Lint trap in the ceiling
- Exhaust vented to exterior
- Plumbing connection for hot and cold water with a shut off valve

Electrical Features

- Individual service panel with circuit breakers
- Pre-wired outlets for telephone, television and or internet connections in the living room, bedrooms and den, as per plan
- Pre-wired RG6 Cable outlets for television and or internet connections in living room, bedrooms and den, as per plan.
- Capped ceiling outlet connections for electrical light fixtures provided in foyer, kitchen, bedrooms, and den, as per plan.
- Suite hydro individually metered
- Fire alarm silencer switch

Security Features

- Suite entry door contacts provided for intrusion alarm system
- Intrusion alarm security system with keypad at all suite entries
- Electrical connection for smoke and Carbon Mono-oxide combination smoke alarm
- Fire alarm speaker, connected to building's main fire system in each suite
- Heat detector linked to building's fire system in each suite as per fire code