

GARDINER MILLER ARNOLD LLP

BARRISTERS & SOLICITORS

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December 5, 2018

Board of Directors
MTCC 584

Attention: Sue Cayley, Property Manager sue@whitchillresidential.com

Dear Sue:

Re: SUBL Registration Report

Enclosed please find duplicate registered Standard Unit By-law No. 11 which was registered in the Land Registry Office on December 5, 2018 at 10:45 a.m. as instrument No. A15024609.

We have removed the PIN pages (Property Identification Numbers) and enclose them separately for your records. When providing a copy of the SUBL to owners and others, you can merely forward pg. 24 showing the registration particulars attached to the actual by-law.

This By-law should be kept with the Corporation's records.

Please forward a copy of the registered SUBL to your insurance broker and to each of the unit owners. Please also attach a copy of the registered SUBL to each status certificate issued hereafter.

We enclose our account with respect to the registration of the SUBL which we trust you will find in order.

Yours truly,

GARDINER MILLER ARNOLD LLP

"J. Robert Gardiner"

Per: J. Robert Gardiner

JRG:it

encl. Registered SUBL

PIN pages

Account re Registration of SUBL

Properties

PIN 11584 - 0208 LT
Description UNIT 17, LEVEL B, METROPOLITAN TORONTO CONDOMINIUM PLAN NO. 584 BEING
THAT PART OF BLOCK L ON PLAN M1338 AS DESCRIBED IN SCHEDULE 'A' OF
DECLARATION B747562 DESIGNATED AS PARTS 2, 3 & 4 ON PLAN 66R12125, TWP
OF YORK/NORTH YORK, CITY OF TORONTO
Address NORTH YORK

Applicant(s)

Name METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 584
Address for Service 131 Torontodale Avenue
North York, Ontario
M2R 3T1

Metropolitan Toronto Condominium Corporation number 584 hereby certifies that by-law number 11 attached hereto See Schedules is a true copy of the by-law. The by-law was made in accordance with the Condominium Act. The owners of a majority of the units of the corporation have voted in favour of confirming the by-law.

I, Stephen Yack, and I, Irwin Kane, Directors, have the authority to bind the corporation.

Signed By

John Robert Gardiner 390 Bay Street Suite 1202 acting for Signed 2018 12 05
Toronto Applicant(s)
M5H 2Y2

Tel 416-363-2614

Fax 416-363-8451

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

GARDINER MILLER ARNOLD LLP 390 Bay Street Suite 1202 2018 12 05
Toronto
M5H 2Y2

Tel 416-363-2614

Fax 416-363-8451

Fees/Taxes/Payment

Statutory Registration Fee \$54.40
Total Paid \$54.40

**RESOLUTION OF THE BOARD OF DIRECTORS
OF
METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 584
(the "Corporation")**

STANDARD UNIT BY-LAW

WHEREAS the board of directors has reviewed and customized a Standard Unit By-law and after due consideration wishes to pass the attached Standard Unit By-law;

NOW THEREFORE BE IT RESOLVED THAT:

1. The board of directors hereby passes the Standard Unit By-Law, (a copy of which is attached to this Resolution as Schedule "A") to establish the criteria constituting a standard unit for the purpose of determining responsibility for insuring and repairing Standard Improvements after damage, in accordance with the requirements of s. 56 (1) (h), 89, 99 and 105 of the *Condominium Act, 1998* (the "Act").
2. The Standard Unit By-law shall not take effect until the owners of a majority of the units of the Corporation vote in favour of confirming it with or without amendment at a meeting of owners (or if necessary, at an adjourned table-top meeting) and a copy of the Standard Unit By-law is registered on title to the Corporation's lands in accordance with s.56 (10) of the Act.
3. The Corporation's solicitors shall be invited to attend ☐ chair ☐ or not attend ☒ the meeting of owners to explain the implications of the Standard Unit By-law, answer questions and make the arrangements, if necessary, to properly adjourn the Standard Unit By-law topic to a subsequent table-top meeting;
4. The President and Secretary of the Corporation or any two directors thereof are hereby authorized and directed to execute the Standard Unit By-law with attached Schedules and any such documents or further assurances as may be requisite upon enactment of the Standard Unit By-law by the owners, and to arrange for registration of the said By-law and its Certificate on title.

The foregoing resolutions were duly passed by the Directors of the Corporation at a meeting of directors duly called and held.

DATED this 4th day of October 2018.

President

~~Secretary~~

Director

STANDARD UNIT BY-LAW NO. 11
of
METROPOLITAN TORONTO CONDOMINIUM
CORPORATION NO. 584

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METROPOLITAN TORONTO CONDOMINIUM CORPORATION No 584
("the Corporation")

STANDARD UNIT BY-LAW No. 11

WHEREAS the purpose of this Standard Unit By-law is to focus only upon the Corporation's obligations to repair after damage and to insure the Basic Unit specified in Article 3 a) below and the Standard Improvements specified in Article 3 b) below within units of the Corporation, except for the Exclusions referred to in Article 3 c) below, as authorized by sections 56 (1) (h), 89 and 99 of the *Condominium Act, 1998*, as amended (the "Act");

AND WHEREAS the Corporation is responsible to maintain the common elements and assets of the Corporation and to repair them after damage while unit owners must maintain their units and repair them after damage, in accordance with the repair requirements set out in the Corporation's declaration, and subject to the superseding provisions contained in this Standard Unit By-law;

AND WHEREAS Article 7 of this By-law informs unit owners of their own personal unit owner's insurance responsibilities, and Article 8 provides examples where a unit owner can become liable to pay the Corporation's insurance deductible amount in various specified types of circumstances.

BE IT ENACTED as a by-law of the Corporation:

One Class of Standard Unit

1. The Corporation shall have only one class of Standard Unit applicable to its residential dwelling units, to be known as the "Standard Unit."

Repair and Insure Standard Unit

2. The Corporation shall repair after an Event of Damage and shall insure each Standard Unit of the Corporation.

Standard Unit

3. A Standard Unit for the purpose of determining the Corporation's responsibility to repair after damage and insure the Basic Unit of the Corporation and the Standard Improvements as specified herein (except for any Exclusions) shall consist of and be defined as the following Basic Unit and Standard Improvements:

- a) **Basic Unit** – The Basic Unit comprises the building's existing as-built components at the horizontal and vertical boundaries of each residential dwelling unit, subject to any specified inclusions or exclusions referring to the boundaries of each unit in Schedule "C" attached to the Corporation's declaration (the "Basic Unit");
- b) **Standard Improvements** – Standard Improvements consist of the following existing components originally installed by the Declarant attached to a residential dwelling Basic Unit (or replaced thereafter or as amended by a resolution of the board) to the extent they meet the as-built building standard and the Corporation's building plans and specifications when originally constructed, including and subject to any additional or reduced superseding Standard Improvements summarized below and specified more particularly in **Schedule A – Residential Unit Class – Standard Unit Description** attached hereto, to

the extent any such component is located, or deemed located, within the unit boundary of a residential dwelling unit and is not excluded by Article 3 c):

- i) all unit-side ceiling construction components and ceiling drywall having either a primer or stucco finish on its lower surface, according to the building-standard (refer to Schedule "A");
 - ii) all unit-side wall internal construction components and wall drywall (including the primer surface thereof) (refer to Schedule "A");
 - iii) all unit-side floor construction components beneath the finished flooring, but excluding carpeting, underpad, tiles, hardwood flooring, sound-proofing and other finished flooring improvements or betterments, whether originally installed by the Declarant or an owner;
 - iv) all 800 series interior doors or equivalents, closets and their standard sliding doors, frames and standard hinges and door knobs, and the interior surface of any exterior windows, doors and their frames and hardware, except all or such portions thereof as may constitute common elements;
 - v) all in-wall electrical switches, outlets, connection boxes, in-ceiling lighting fixtures, wiring and electrical items ancillary thereto, together with any in-wall telephone, TV or internet cable wiring and outlets;
 - vi) bathtub, shower, sinks, toilet and in-unit plumbing, pipes, drains, taps, shower heads and fixtures (refer to Schedule "A");
 - vii) all in-unit heating, air conditioning and ventilating equipment, fans, thermostat, ducts, pipes and related components;
 - ix) smoke, heat and carbon monoxide detectors, (except batteries), fire alarm, security alarm, sprinklers, thermostat and exhaust fans;
 - x) all kitchen and bathroom cabinets and counter tops; and
 - xi) any additional or more-specifically specified Standard Improvements and their Specifications, if set out in Schedule "A".
- c) **Exclusions** -- Notwithstanding the foregoing definition of Standard Improvements referred to in Article 3 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) no portion of the common elements (including any exclusive use common elements) which the Corporation is obligated to repair after damage, constitutes a Standard Improvement unless it is specified in Article 3 b);
 - ii) 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;
 - iii) any improvement to, betterment or substitution for an original Standard Improvement, whether made by an owner, resident or the Declarant, 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 cost to the Corporation of such a building standard Standard Improvement in lieu of replacement of the building standard Standard Improvement;

- iv) the surface finishes of any Standard Improvements, other than the as-built building standard finishes in accordance with the quality of materials and finishes when originally constructed;
- v) maintenance, cleaning, repairs or replacement arising from wear and tear and other repairs arising other 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;
- vi) any portion of the cost to repair any damage or failure for which insurance coverage is precluded or not provided by the Corporation's insurance policy;
- vii) if the unit owner is responsible therefor, 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 8 hereof pertaining to Owner's Deductible);
- viii) fixtures, appliances, facilities, or equipment (other than as specifically referred to in item 3 b)), furniture, ornaments, decorations, window coverings, household and personal effects and contents of every nature and kind;
- ix) carpeting, under-padding, tiles, hardwood flooring, sound-proofing and other finished flooring improvements or betterments located above the upper surface of the concrete floor, whether originally installed by the Declarant or an owner;
- x) all finished baseboards, quarter round and moldings;
- xi) damage caused to a 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;
- xii) a Standard Parking Unit shall consist of only its bare walls and shall exclude all fixtures, equipment, appliances, any alterations, additions or improvements thereto and any contents or chattels;
- xiii) 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 or replace any such Security Device, or to provide and replace batteries, when required, from time to time.

Repair After Damage

4. a) The Corporation shall repair or replace after damage any Basic Unit and its applicable Standard Improvements if any insured peril occurs, together with the common elements and its assets as the Corporation is obligated by the Act, its declaration or a by-law to repair after damage. Repairs shall be undertaken by the qualified contractors selected by the Corporation or its insurer to the building standard for such Basic Unit and its Standard Improvements. However, the Corporation shall not be obligated to repair after damage, maintain or replace any Standard Improvements if any Exclusion listed in Article 3 c) is applicable. 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 insurance proceeds are paid or payable to the Corporation.
- b) The cost of any repair after damage shall constitute a common expense, except to the extent the owner of a unit is responsible under Article 8 to reimburse the Corporation for the lesser of the cost of repairing the damage and the deductible limit of the Corporation's insurance policy.
- c) A "repair after damage" shall constitute damage 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 peril or damage is 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, or any other major peril specified in the Corporation's insurance policy.

Quality and Specifications

5. 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 specifications or quality referred to in this by-law or any schedule attached hereto, finished in a manner which matches abutting finishes when it is feasible to do so. All materials shall comply with and be installed under 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 under construction standards and availability of such materials.

Insurance Obligation

6. 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 and their Standard Improvements and the common elements and assets of the Corporation, caused by a major peril or the other extended perils that the declaration and by-laws of the Corporation specify (but not to the extent any Exclusion applies, nor to the extent of the Corporation's insurance policy's deductible amount). The Standard Improvements referred to in Article 3 b) do not constitute "improvements made to a unit" (commonly known as "owner's improvements or betterments") regarding 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 and repair the Standard Improvements as permitted by s. 56 (1) (h) of the Act.

Unit Owner's Insurance

7. 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 for a broad range of insurable perils not covered by the Corporation's insurance policy. It is particularly recommended that owners obtain insurance coverage for:
- i) the lesser of the deductible amount of the Corporation's insurance policy and the cost of repairing damage to a unit, common elements and assets for which the owner may be held responsible if a event of damage emanated from within the owner's unit as referred to in Article 8 hereof;
 - ii) public liability insurance to a minimum \$2,000,000 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;
 - iii) any improvements, betterments, additions or alterations made by the owner to his/her unit and to any Standard Improvements or the common elements, including exclusive use common elements;
 - iv) contents insurance pertaining to furnishings, fixtures, equipment, appliances, household effects, decorating, art work, clothing, jewelry, furs, silverware, cameras, sporting equipment, computers, personal digital assistants, and any other personal property or chattels of the owner within the unit;
 - v) the owner's personal property and chattels stored elsewhere on the property, such as in a parking space or automobile;
 - vi) 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;
 - vii) contingent insurance, if the Corporation's insurance does not cover a particular loss that ought to be insured by the Corporation under the Act;
 - viii) 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 under a claim;
 - 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 strongly 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 the owner and tenant for monetary damages.
- c) **Waiver of Subrogation** - All such insurance policies should provide all-risk, full-replacement coverage with no co-insurance and 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 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, but particularly the Standard Improvements (Article 3 b)), the Exclusions (Article 3 c)), the Unit Owner's Insurance (Article 7) and Owner's Deductible (Article 8). Ask your insurance advisor to confirm in writing that all comprehensive insurance protections are provided by your insurance policy and advise you of any specific exclusions. Owners and tenants who leave their unit vacant for any period of time greater than the permitted vacancy time referred to in their insurance policy should make arrangements with their insurer accordingly or should arrange interim inspections of the unit.

Owner's Deductible

8. The owner shall reimburse the Corporation for the Restricted Deductible Loss arising from each separate Event of Damage affecting any Damaged Component arising from any act or omission of the owner or a Responsible Person, subject to the criteria set out in this Article 8 and these defined terms:

- a) A **"Damaged Component"** comprises any Basic Unit and each of the Standard Improvements thereto and any portion of the Corporation's common elements, exclusive use common elements, assets, structures, facilities, installations or components thereon which has suffered damage originating from an Event of Damage. A component shall not qualify as a "Damaged Component" if it is excluded as a Standard Improvement in Article 3 c), or if it is a component not insured by the Corporation's insurance policy, or if it is an owner's or resident's improvement or betterment, contents or any item or component other than a Basic Unit, its Standard Improvements and the Corporation's common elements and assets.
- b) An **"Event of Damage"** shall mean any event or any cause of damage or loss specified as a major peril or extended peril insured by the Corporation's insurance policy which causes damage to any Damaged Component, resulting in the need to repair or replace any such component, whether such Event of Damage or loss originated from within or beyond the boundaries of the unit.
 - i) The **"Restricted Deductible Loss"** shall be the amount that is the lesser of:
 - (A) the cost of repairing any damage or loss to any Damaged Component which originated from an Event of Damage; or
 - (B) the deductible limit of the insurance policy maintained by the Corporation.
- c) **Owner's Responsibility** - If the owner, a lessee of the owner, a person residing in the owner's unit with the permission or knowledge of the owner, or any other person or thing prescribed by an Ontario Regulation with respect to a unit (a "Responsible Person"), through an act or omission causes damage to any Basic Unit, its Standard Improvements or to the common elements or the assets of the Corporation, and if the Corporation has obtained and maintained coverage for the damage under an insurance policy, the amount that is the lesser of the cost of

repairing the damage and the deductible limit of the Corporation's insurance policy (the "Restricted Deductible Loss") shall be added to the contribution to the common expenses payable for the owner's unit as required by s. 105(2) of the Act.

- d) **Owner Not Responsible** - Notwithstanding sub-article 8 b), if any Event of Damage to any unit or to the common elements or the assets of the Corporation was caused by an act or omission of the Corporation or its directors, officers, agents, contractors or employees (the "Corporation's Representatives"), or by any Event of Damage originating outside the boundaries of the owner's unit not caused by a Responsible Person, then the owner shall not be responsible to bear the Restricted Deductible Loss.
- e) **Human Deemed to Cause Damage** - If an Event of Damage originated within or emanated from an owner's unit and caused damage to any Damaged Component, the owner of the unit and any Responsible Person shall not be held strictly liable for every such Event of Damage, but where a human most likely caused or was responsible to prevent or minimize the source or continuation of such damage, or where any of sub-paragraphs 8 e) i) – ix) applies, the owner or Responsible Person shall be presumed to have caused such damage, unless any of such persons demonstrate that one of the Corporation's Representatives or a person other than any such Responsible Person caused the damage.
- f) **Cases Where Owner Deemed Liable** - An Event of Damage shall be deemed to have been caused by an act or omission of the owner of a unit or a Responsible Person under these circumstances, without limitation:
 - i) **Fire Damage** – if fire damage apparently originated within a chesterfield, bed, carpet or other furniture or contents within the owner's unit or parking space, or if the fire originated because of an act of smoking, a kitchen grease fire or other cooking fire, or a failure to clean, maintain or repair a kitchen oven, stove, hood, fan, vent, any lamp, portable heater, appliance or device (including, without restriction, a toaster, toaster oven, kettle, blender), or due to a failure to arrange for a qualified service person to clean lint from the front, rear and inside of a clothes dryer, its ducts and vents on a regular basis, or if the owner has failed to maintain, repair or replace any such electrical component or item to a good quality, safe and secure operating condition, free of defects or hazards, or in accordance with the manufacturer's or industry standards, or if any other circumstances demonstrate an act or omission, whether or not negligent, which causes any such Event of Damage. Notwithstanding the foregoing, the Corporation shall be responsible for any of its common element electrical wires, equipment, facilities and components, except when a Responsible Person can be shown to have caused an act or omission giving rise to an Event of Damage, or with respect to any specified portion of the common elements which the owner must maintain, repair or indemnify the Corporation for damage caused by a Responsible Person as required by a provision set out in the Corporation's declaration, by-laws, rules or a s. 98 Owner's Alteration Agreement;
 - ii) **Water Damage** – if any water pipe, tap, hose, valve, sink, bathtub, shower, toilet, waterbed, fish tank, or other liquid container, their gaskets, seals, hardware and components are located within the boundaries of the owner's unit, and if the owner has failed to maintain and repair them to a good quality, safe and secure operating condition, free of defects or hazards, or if a Responsible Person has failed to follow appropriate

procedures to maintain, repair or replace any water valve, gasket, seal or other water device to avoid flooding, or if any source of water is left running to cause flooding, or if any other circumstances demonstrate an act or omission, whether or not negligent, which causes any such Event of Damage. Notwithstanding the foregoing, the Corporation shall be responsible to maintain and repair its pipes, taps, seals, equipment, facilities and components located within the common elements according to the same criteria, except when a Responsible Person can be shown to have caused an act or omission giving rise to an Event of Damage, and except for any specified portion of the common elements which the owner must maintain, repair or indemnify the Corporation for damage caused by a Responsible Person as required by the Corporation's declaration, by-law, rules or a s. 98 Owner's Alteration Agreement;

- iii) **Owner's Maintenance Obligation** – if the owner or any Responsible Person fails to fulfill the owner's duty to maintain and repair the Basic Unit, its Standard Improvements, the owner's improvements and betterments, or the resident's contents, components or items within the owner's unit or parking space to a safe operating condition, free of any defect or hazardous condition, if such lack of maintenance, repair, defect or hazardous condition is involved as a source of any Event of Damage;
- iv) **Hazardous Items** – if any hazardous item, including any device, weapon, chemical or any other hazardous component referred to in the Corporation's rules is located within the owner's unit or parking space if any such hazardous component is involved as a source of any Event of Damage;
- v) **Safety Devices** – if any smoke detector, heat detector, carbon monoxide detector or any other Safety Device as required by law or pursuant to the Corporation's by-laws or rules located within the owner's unit or parking space has been disconnected, is inoperative or has not been duly maintained, repaired or replaced on a timely basis and is involved as a source of any Event of Damage;
- vi) **Owner's Insurance** – if the owner's improvements, betterments, or the residents' contents, personal possessions, components or items within the owner's unit or parking space, or any act or omission by the owner or a Responsible Person causes damage originating within or emanating from an owner's unit which has been, or could have been, insured personally by the owner or a tenant as referred to in Article 7 a) – e).
- vii) **Willful/Negligent Act** – if the owner or any Responsible Person wilfully or negligently causes an Event of Damage to or affecting any Basic Unit, its Standard Improvements, contents, facilities or any common elements or assets of the corporation, or if any such person is responsible for any criminal act, mischief, trespass or a nuisance at common law or escape of a substance from the owner's unit or parking space causing damage, according to the principle enunciated in *Rylands v. Fletcher*;
- viii) **Owner Responsible** – if the owner is responsible to indemnify the Corporation for any breach of the Act, the Corporation's Declaration, By-laws or Rules or any damage, loss, injury, illness, expense, cost or other amount under an indemnification provision in the Corporation's declaration, but in the context of this Standard Unit By-law only, the owner's responsibility is limited to the extent of only the Restricted Deductible Loss;
- ix) **Other Acts or Omissions** – if the owner or a Responsible Person can be shown to have committed any other act or omission causing damage.

- g) **Replacement Value and Deductible Amount** - The Corporation's insurance shall provide full replacement value for each insured component subject to a deductible amount (whereby the Corporation's insurance policy provides no insurance coverage for 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.
- h) **Owner's Common Expense** - In the event the owner fails to reimburse the Corporation when the owner must do so 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, the Corporation shall add the Restricted Deductible Loss to the common expenses payable for the owner's unit. A default giving rise to a lien shall arise on the due date for 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 under sections 84 to 87 of the Act.
- i) **Superseding Provisions** - The Corporation and the owner responsible for paying a Restricted Deductible Loss shall comply with the Act, its regulations, prescribed forms and criteria and any binding legal precedent, each of which shall constitute superseding amendments to the criteria set out herein.

Reasonable and Consistent

9. This by-law shall be reasonable and consistent with the provisions set out in the Act, its regulations, amendments thereto, prescribed forms, any legal precedent cases and the provisions set out in the Corporation's declaration, all of which shall supersede any applicable provisions set out in this by-law. If any provision of this by-law conflicts with any specific provision set out in any other by-law or rule of the Corporation, this by-law shall supersede and replace any conflicting provision to the extent necessary to carry out the objectives of this by-law. Any provision of this by-law, as permitted by s. 56 (1) (h) of the Act, which amends the Corporation's declaration pertaining to a repair after damage or insurance, shall supersede the corresponding provisions in the declaration to that limited extent. If any provision of this by-law is held to be unenforceable, only the specific unenforceable portion shall be severed from the provision and the 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 statutes, 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 because of the Corporation's failure to enforce compliance from time to time with any such statutory, regulatory, legal precedent case or any declaration, by-law or rule provision.

Dispute Resolution

10. a) **Parties Resolve Disputes** - In the event any dispute arises regarding any aspect of any provision of this by-law including, without restriction, the interpretation or legal effect of any such provision, the nature, scope, location or extent of any as-built building Standard Improvements or any Exclusion, the 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 photograph, sample or pre-existing written description in the Corporation's possession pertaining to such Standard Improvement, 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, to establish the Standard Improvements and Exclusions referred to herein. The board of directors reserves its right to designate substituted materials for a Standard Improvement, subject to the criteria set out in Article 5.

b) **Appeal to Tribunal** - After receiving the input of all parties concerned, the written decision of the board of directors on any issue in dispute shall be final and binding, unless any party disputing that decision completes and provides the prescribed or required form of written notice to the board, any other participating party and the Condominium Authority Tribunal (if it has assumed jurisdiction) within 30 days after the board has provided written notice of its decision to each party's address for service shown in the Corporation's record or at any other last known address, in which event, the dispute shall be resolved under Part 1.2 of the Act. In any event, upon breach of a provision of the Act or this by-law by an owner, tenant or resident, the parties reserve their rights to resolve any difference or matter in dispute under ss. 132 or 134 of the Act, as may be applicable. To protect other owners from incurring an undue expense, the Corporation will seek full indemnity legal costs in any proceedings to enforce compliance with this by-law or any other provision of the Act or the Corporation's declaration, by-laws or rules.

Execution and Further Assurances

11. The Corporation's President and Secretary or any two directors are authorized and directed to execute under the Corporation's corporate seal (as designated by the letters "c/s"), this by-law, and such further or other documents or assurances as may be appropriate to register it on title.

This by-law was passed by the board of directors at a meeting of directors duly called and held on * October 4, 2018 and confirmed by owners who own a majority of the units of the Corporation at a meeting of the owners duly called and held on * November 20, 2018, all in accordance with s. 56 of the *Condominium Act, 1998*.

DATED this 22 day of November, 2018.

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 584

Per: [Signature]
President

Per: [Signature] c/s
Secretary

SCHEDULE "A"

Residential Unit Class – Standard Unit Description

Unit (General Information)

- Ceiling – approximately eight (8) feet high generally throughout all units except for bathrooms, kitchens, laundry room and at bulkheads to allow for mechanical, plumbing, electrical and design purposes. White stippled ceilings throughout except in bathrooms, kitchen, and laundry area. Bathroom ceilings consist of moisture-resistant drywall.
- Paint – all interior walls, ceilings and trim (4 inch contemporary baseboard) primed one coat. White stippled ceilings in all living areas except in kitchen, laundry area, and bathrooms, which are smooth finished.
- Walls – construction consists of metal studs covered by one half (½) inch drywall or concrete walls covered by drywall as required by the Ontario Building Code. The drywall is painted with one coat primer. The walls around the bathtub and in shower in the bathrooms consist of waterproof boards screwed to metal studs and then covered by ceramic tiles. The rest of walls and ceiling of the bathrooms consist of moisture-resistant drywall primed one coat.
- Clear, tempered glass sliding door with aluminum frame plus two fixed glass panels in aluminum frame in solarium.
- Interior hollow doors with builder's basic brass hardware.
- Two in-wall shut off valves for water supply to unit.
- All load-bearing structural concrete walls and framing along with all venting conduits, that form part of the unit as described by the Corporation's declaration.

Electrical

- Individual electrical service panel with circuit breakers; copper wiring throughout.
- One pre-wired cable television outlet in living room, each bedroom, and den in corner units.
- One pre-wired telephone outlet in living room, kitchen, each bedroom, and den in corner units.
- One smoke and carbon monoxide detector and speaker in ceiling of hall in each unit.
- Standard switches and electrical outlets throughout the unit.
- Ceiling outlets are capped in living areas. Kitchen has drop T-bar ceiling with fluorescent lighting and diffuser panels.

Flooring

- Not applicable. All floor coverings have been intentionally excluded.

Kitchen

- Countertops in laminate finish. Melamine cabinets and doors. Metal cabinet pulls on top and bottom cabinet doors.
- Upper cupboards have adjustable wooden shelves.
- Lower cupboards have shelves. One bank of drawers on metal rollers and with metal drawer pulls.
- Double stainless steel sink with single lever chrome faucet.
- Hook-up for dishwasher.
- Standard electrical stove outlet.

- Exhaust ceiling outlet which is vented to exterior.

Bathrooms

- Vanities - press-board with melamine finish, Arbonite countertop, standard ceramic bathroom sink and single lever chrome faucet. Two (2) or three (3) doors below countertop and a mirror above vanity. Metal cabinet pulls on doors.
- American Standard two piece, lined toilet.
- 8 inch x 10 inch no pattern ceramic tile surrounds the five foot standard quality enamel covered bathtub in main bathroom. Ceiling is moisture resistant drywall (½ inch) primed. "Delta" chrome, single lever, washer-less, pressure balancing shower and tub control above bathtub. Soap dish on wall tile.
- Ensuite bathroom has a shower compartment with "Delta" chrome, single lever, washer-less, pressure balancing shower and tub control. Walls in shower are 8 inch x 10 inch no pattern ceramic tile. Waterproof ceiling in shower is painted and contains a ceiling light. Approximately 2 inch x 2 inch ceramic floor tiles in shower. Soap dish on wall tile.
- Vents in ceiling allow extraction of odours and humidity to exterior.

Laundry Area

- Heavy duty wiring and receptacle for dryer. Dryer venting to exterior.
- Shut off valves, hook-ups and drain for washing machine.
- Hollow door or saloon doors in laundry room. Two folding doors enclose laundry area.

Heating System

- Two or three fan coil units provide heating and cooling.
- Outlet vents in kitchen and bathrooms lead to exterior.

Special Notes:

Any of the aforementioned materials 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/disagreement arise over the quality and/or finish of any item listed above, the final and unfettered determination of same shall be reserved to the board of directors.

The Corporation, intentionally, will not insure appliances in any unit.

The Residential Unit Class - Standard Unit shall not include any flooring material (unless otherwise provided for above). Accordingly, all unit owners are advised to obtain separate and sufficient insurance from their own insurance company to cover any damage to appliances, flooring and any upgrades or improvements.

Anything not included as part of the Residential Unit Class - Standard Unit shall be deemed to be an improvement made to a unit, as that term is defined by sections 89 and 99 of the Condominium Act.

Owners should understand their responsibility to absorb the uninsured loss or deductible portion of any claim made under the Corporation's policy of insurance with respect to in-suite damage.

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