13

YORK REGION CONDOMINIUM CORPORATION NO. 616

BY-LAW NO. 3

A By-Law to establish a "standard unit"

WHEREAS Section 56(1)(h) of the *Condominium Act*, 1998, Chapter 19, Statutes of Ontario, 1998, as amended (hereinafter referred to as the "**Act**") provides that the Board of Directors of York Region Condominium Corporation No. 616 (hereinafter "the Corporation") may pass a by-law establishing what constitutes a standard unit for each class of units specified in the by-law for the purpose of determining the responsibility for repair of improvements after damage and insuring them;

AND WHEREAS it is desirable for the Board to enact such a by-law to clarify the responsibilities and obligations of the unit owner and the Corporation with respect to repair to such improvements to the unit;

AND WHEREAS the unit owner shall remain responsible for the maintenance, repair and replacement of the unit, as defined in Schedule "C" to the Declaration, and for maintaining, repairing, replacing and insuring any improvements or betterments to the unit;

AND WHEREAS an "improvement" is defined to be, for the purposes of this by -law, any change made to the unit and/or its fixtures, fittings and finishes as defined in Schedule "A" attached to and forming part of this by-law, and as more specifically set out below;

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

1. For the purposes of this by-law, all dwelling units at the Corporation shall be deemed to be of one class.

2. The standard unit shall mean the dwelling unit itself as defined in Schedule "C" of the declaration together with the fixtures, fittings and finishes detailed in the schedule attached hereto as Schedule "A". Subject to paragraph 4 below, this Schedule "A" listing shall be comprehensive and conclusive as to the totality of fixtures, fittings and finishes forming part of the standard unit.

3. The unit owner shall be responsible for the cost of maintenance, repair, replacement, and to arrange adequate insurance for all improvements or betterments to the dwelling unit made or acquired by the unit owner.

4. Notwithstanding the above definition of standard unit, the following fixtures, fittings and finishes shall be deemed to be improvements and betterments within the meaning of this by-law and for the purposes of the *Condominium Act*, 1998;

    * All floor coverings on the bare concrete floor slab, including without limitation, all carpets and broadloom, floor tiles including wood parquet, hardwood, composite materials, linoleum or vinyl type applications, and all application treatments including adhesives, under-padding and sound transmission barriers;

    * All wall finishes, coverings, applications, and/or materials on or attached to or on the unit side of the primary coat finished gypsum board or other originally installed wall material of all internal walls, doors, windows, their frames and sills, baseboards and cornices, including without limitation paint

15

Schedule "A" – Dwelling Class, Standard Unit

General:	
Ceilings	Drywall, tapped, sanded, semi-gloss latex paint in kitchen, laundry room and bathroom(s) and Stippled ceiling elsewhere
Walls	Drywall, tapped, sanded, semi-gloss latex paint in kitchen, laundry room and bathroom(s) and flat latex paint elsewhere
Baseboard Trim	2" economy, paint grade
Window Sills	Wood, semi-gloss latex paint
Closet Doors	Sliding, fibreboard
Interior Doors	Hollow board, semi-gloss latex paint, privacy lock on bathroom door(s)
Interior Glazing	None
Window Coverings	None
Floor Coverings	None
Kitchen:	
Cabinets	Plastic laminate, per original drawings
Counter Tops	None
Sink	None
Faucet	None
Exhaust Fan	Vented to outside
Refrigerator, Stove, Microwave, Dishwasher	None
Power Supply	1-220V, 3 Phase for Stove
Bathroom(s) & Powder Room(s):	
Cabinets (under counter)	White plastic laminate, per original drawings
Medicine Cabinet	Mirrored, white metal, recessed in wall
Sinks & Counter Tops	None
Faucets	None
Exhaust Fan	Vented to outside
Toilets	Standard White Recessed in-wall toilet paper holder
Bathtub/Shower combination All Units, Levels 1 to 15	White 5 foot x 2 ½ foot tub with fixed shower head, single chrome faucet, chrome shower curtain rod, combination handle/soap dish. Full height ceramic tile surround - 6 inch x 8 inch tiles
Shower Stall (Separate) Units 05 and 06, Levels 1 to 15 Units 01 and 09, Levels 2 to 15	Ceramic tile surround walk-in Shower – 6" x 8" tiles on walls, 1" x 1" tiles on floor, c/w 3-piece sliding glass shower doors, fixed shower head, single chrome faucet, toe tester and chrome handle and soap dish
Lighting	Switched Light fixture with junction box above sink
Mirrors	Nominal, 36" X 36" (size to suit) above sink

16

Laundry Room:	
Plumbing	Hot and cold taps & in-wall drain, for washing machine only
Sink	None
Cabinets	None
Dryer Exhaust Fan	Vented to outside
Washer, Dryer	None
Power Supply	1-220V, 3 Phase for Dryer
Heating, Ventilation & A/C:	
Fan Coil Unit(s)	In-suite fan coil unit(s), c/w wall-mounted thermostat, located as per original drawings
Electrical:	
Amp Service	125A, 120-240V with circuit breakers
Wiring	Copper throughout
Receptacles & Switches	As required by Ontario Building Code
Switched outlets	One Switch controlled Ceiling outlet capped in dining area, One Switch controlled Ceiling outlet capped in Kitchen eating area and One Switch controlled wall outlet in living room, sunroom, den and each bedroom
Ceiling Lights	One Single bulb fixture for front entrance vestibule, one Single bulb fixture in laundry room, one Single bulb fixture in hallways, one Single bulb fixture in walk-in closets and 3 Economy Fluorescent Fixtures recessed in a 4 foot x 4 foot enclosure in drop ceiling in kitchen
Safety & Security	Basic smoke and heat detectors as required by Fire Code.
Telephone outlets	Number as originally installed
Cable TV outlets	Number as originally installed
Computer wiring	None

In accordance with paragraph 2 of this by-law:

(1) 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 arise with respect to same, the final determination shall be that of the Board of Directors.

(2) All materials set out above are standard builder's grade, unless specifically stated otherwise. Should a dispute/disagreement arise over the manufacturer, quality, colour, texture, dimension, and/or finish of any item set out above, the final and unfettered determination of same shall be reserved to the Board of Directors.

(3) The Residential Unit Class - Standard Unit shall not include any flooring material (unless otherwise specifically provided for above) and/or any light fixtures of any sort (unless otherwise specifically provided for above).