

(1) Registry ☐ Land Titles ☒ (2) Page 1 of 7 pages

(3) Property Identifier(s) 29931-0001 (LT) to 29931-2400 (LT) Block Property Additional: See Schedule ☐  
inclusive

(4) Nature of Document  
BY-LAW NO. 6 (THE CONDOMINIUM ACT)  
SECTION 56(9)

(5) Consideration  
Dollars \$

(6) Description  
All units and common elements comprising the property included in York Region Standard Condominium Plan No. 1400, in the Town of Richmond Hill, Regional Municipality of York Land Titles Office for York (No.65)

(7) This Document Contains: (a) Redescription New Easement Plan/Sketch ☐ (b) Schedule for: Description ☐ Additional Parties ☐ Other ☒

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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)

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1400

Signature(s) Date of Signature  
Y M D  
Per: 2019 03 01  
Name: Sam Sadr  
Title: President

We have authority to bind the Corporation.

Per: 2019 02 28  
Name: Ronald Stein  
Title: Secretary

(11) Address for Service 25 Torbarrie Road, Toronto, Ontario M3L 1G5

(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

(15) Document Prepared by:

9191, 9199, 9201 and  
9205 Yonge Street  
Richmond Hill, Ontario

Arthur L. Shapero  
Owens Wright LLP  
20 Holly Street  
Suite 300  
Toronto, Ontario.  
M4S 3B1

Fees and Tax	
Registration Fee	
Total	

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**CONDOMINIUM ACT, 1998****CERTIFICATE IN RESPECT OF A BY-LAW**

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

York Region Standard Condominium Corporation No. 1400 (known as the "**Corporation**") certifies that:

1. The copy of By-law Number 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.
3. The Owners of a majority of the units of the Corporation have voted in favour of confirming the bylaw.

DATED this 5th day of February, 2019.

**YORK REGION STANDARD CONDOMINIUM  
CORPORATION NO. 1400**

Per: \_\_\_\_\_

President – Sam Sadr

Per: \_\_\_\_\_

Secretary – Ronald Stein

We have authority to bind the Corporation.

**YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1400**

**BY-LAW NO. 6**

**(STANDARD UNIT BY-LAW)**

WHEREAS York Region Standard Condominium Corporation No. 1400 (the "**Corporation**") wishes to establish the criteria applicable to one class of Standard Units of the Corporation, being a Suite Standard Unit for the purposes of determining the Corporation's obligations to repair after damage and to insure the Standard Improvements as specified for the Suite Standard Unit, with the exception of the Exclusions referred to in paragraph 5 hereof, in accordance with requirements of s. 56(1) (h), 89 and 99 of the *Condominium Act, 1998* (the "**Act**");

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 and Standard Improvements thereto specified with respect to the Suite Standard Unit, and related issues referred to in this Standard Unit By-law.

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

**Classes of Standard Unit**

1. The Corporation shall have one (1) Class of Standard Unit applicable to its residential dwelling units, consisting of a suite standard unit (the "**Suite Standard Unit**"), to be known as a Standard Unit:

**Repair and Insure Standard Unit**

2. The Corporation shall repair after damage and shall insure the Standard Unit.

**Suite Standard Unit**

3. A Suite 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 referred to in paragraph 5 hereof) shall be defined to include the Basic Unit and its Standard Improvements for this Class of Units, 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 Section 1.05(a) of the declaration of the Corporation and as otherwise referred to in Schedule "C" attached to the Corporation's declaration and description (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 specified below, to the extent any such component is located, or deemed to be located, within the unit boundary of a residential dwelling unit:
    - (i) all unit-side ceiling construction components and ceiling drywall with a painted, parged or stipple 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, marble, granite, limestone, hardwood flooring, sound-proofing and other flooring and any other 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 (including electrical receptacles, outlets and switches in any exclusive use common element area), connection boxes, in-ceiling lighting fixtures, wiring and electrical items ancillary thereto, together with any telephone and cable wiring and outlets;
- (vii) bathtub, shower-stall, sinks, toilet and in-unit plumbing, pipes, drains, taps, faucets, shower heads and fixtures;
- (viii) smoke, heat and carbon monoxide detectors, (except batteries), fire alarm, sprinklers, intercom, thermostat and exhaust fans;
- (ix) all bathroom and kitchen cabinets and bathroom and kitchen counter tops; and
- (x) any other Standard Improvements specified in Schedule "A" attached hereto.

#### **Exclusions**

4. Notwithstanding the foregoing definition of Standard Improvements referred to in paragraph 3 hereof, a Standard Unit shall exclude each of the following components and the following criteria shall be excluded from the Standard Improvements accordingly:
- (a) any portion of another unit and any portion of the common elements including any exclusive use common elements;
  - (b) 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;
  - (c) any improvement to or betterment made by an owner, tenant or resident to the unit; 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 replace 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;
  - (d) 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;
  - (e) an item, event, circumstance, condition or exclusion in the Corporation's insurance policy, to the extent it precludes the Corporation from receiving insurance proceeds to pay the cost of a repair after damage;
  - (f) if the unit owner is responsible therefor (whether as a result of an action or omission to act of such owner, or a tenant, resident, employee, agent, contractor, visitor or guest of such owner), 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;

- (g) the surface finishes of any wall, floor, 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;
- (h) fixtures, appliances, facilities, or equipment (other than as specifically referred to in the list of Standard Improvements applicable to the particular Class of Standard Unit), furniture, ornaments, decorations, window coverings, household and personal effects and contents;
- (i) carpeting, under-padding, tiles, hardwood flooring, sound-proofing and other flooring improvements or betterments (including without limitation marble, granite, limestone, ceramic tile or any other type of tile or floor covering), whether originally installed by the Declarant or an owner;
- (j) 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;
- (k) 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;
- (l) a Standard Locker Unit shall consist of only its bare walls (whether drywall or some other form of wall or delineation such as chicken wire) and shall exclude all fixtures, equipment, appliances, any alterations, additions or improvements thereto and any contents or chattels; and
- (m) damage arising in the Basic Unit where an event of damage originated because a smoke detector, carbon monoxide detector, heat detector, fire alarm, intercom, window latch or any other required safety or security device (collectively the "Security Devices" and individually a "Security Device") is missing, disconnected or not installed as required in such Basic Unit or any failure by an owner of such Basic Unit to maintain any such Security Device or to provide and replace batteries, when required, from time to time.

### **Dispute Resolution**

5. 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**

6. 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 5th day of February, 2019 pursuant to s. 56 of the *Condominium Act, 1998*.


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 5th day of February, 2019, pursuant to s. 56 of the *Condominium Act, 1998*

The foregoing By-Law is hereby enacted as By-Law No. 6 of York Region Standard Condominium Corporation No. 1400.

DATED this 5th day of February, 2019.

**YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1400**

Per:   
Name: Sam Sadr  
Title: President

Per:   
Name: Ronald Stein  
Title: Secretary

We have authority to bind the Corporation.

## **Schedule "A"**

### **Standard Unit**

#### **INTERIOR FINISHINGS:**

- Entry closet with mirrored sliding doors as per plan
- Intercom-security system
- 4" high baseboards
- White stippled ceilings in all areas except kitchens, bathrooms and laundry areas
- Interior walls painted with off-white latex paint. Kitchens, bathrooms and all doors and trim painted with off-white semi-gloss
- Dome ceiling light fixtures in dining rooms, dens and bedroom
- Cable TV outlets in living rooms, master bedrooms and dens
- Telephone outlets in bedrooms, living rooms, kitchens and dens
- Individual suite Hydro metering for separate billing
- Energy saving lighting with compact fluorescent bulbs where applicable
- Heat detector and smoke alarm
- An "all-off" switch by the front door

#### **Kitchens**

- Granite or Quartz countertop based on package selection
- Open concept kitchen with breakfast bar or eat-in kitchen as per plan
- Euro style cabinetry with extra tall uppers
- Stainless steel under-mount single sink
- High arch chrome pull out faucet with vegetable spray
- Stylized polished porcelain or glass back splash from builder's samples based on package selection

#### **Bathrooms**

- Vanity cabinet with granite or quartz countertop based on package selection
- Custom mirror above vanity
- Light fixture and pot light with energy efficient light bulb
- Acrylic five (5) foot extra deep soaker tub, as per plan
- Temperature-controlled and pressure-balanced shower
- Clear glass framed shower stall complete with chrome door hardware and porcelain tiles as per plan
- Chrome faucets in all bathrooms
- Exhaust fan vented to the exterior
- Dual-flush toilets