

HALTON CONDOMINIUM CORPORATION NO. 78

BY-LAW NO. 5

CONDOMINIUM ACT, 1998

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

HALTON CONDOMINIUM CORPORATION NO. 78, (known as the "Corporation") certifies that:

- a. The copy of By-law Number 5, attached as schedule A, is a true copy of the By-law.
- b. The By-law was made in accordance with the *Condominium Act 1998*.
- c. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

Dated this 27<sup>th</sup> day of October, 2008.

HALTON CONDOMINIUM CORPORATION NO. 78

Per:

President:

Per:

Vice President

We have authority to bind the Corporation.

(Seal)

**SCHEDULE "A"**

**HALTON CONDOMINIUM CORPORATION NO.78**

**BY-LAW NO. 5**

**STANDARD CONDOMINIUM UNIT DEFINITION**

**WHEREAS:**

1. The *Condominium Act, 1998* (the "Act") requires that the determination of what constitutes an "improvement" to a condominium unit shall be determined by reference to a standard unit definition;
2. The Corporation is responsible to insure the condominium units exclusive of the "improvements" to the units;
3. Each unit owner is responsible to insure the improvements to his or her unit;
4. Any component of a unit over and above the defined "standard unit" is considered to be an "improvement" to the unit.

**NOW THEREFORE** be it enacted as a By-Law of HALTON CONDOMINIUM CORPORATION NO. 78 (hereinafter referred to as the "Corporation") as follows:

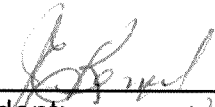
1. It is understood that the following description of the standard 'unit" does not include the common elements of the Corporation as described in its Declaration and Description which shall be insured by the Corporation. The standard unit shall be defined as all of those components of the unit contained within its boundaries, as defined in the Declaration and Description of the Corporation, including:
  - a. the ceilings completed to the drywall (*any reference to drywall in this by-law shall mean drywall that is 5/8" in thickness or such greater thickness as the Building Code may require*) or plaster (including taping, sanding, one coat of primer paint and one coat of white finish paint);
  - b. all floor assemblies constructed to the sub-floor and stairway assemblies and landings and drywall, (including taping, sanding, one coat of primer paint and one coat of white finish paint);
  - c. all installations with respect to the provision of water and sewage services for the unit;
  - d. all installations with respect to the provision of heat and ventilation;
  - e. all installations with respect to the provision of electricity, telephone cable and rough ins, cable television cable and rough ins, all requisite smoke detectors as required by applicable regulation into the electrical system, one standard dryer electrical outlet, one standard stove electrical outlet, rough in for dishwasher, and a laundry tub;
  - f. Builder's Standard floor coverings including vinyl or equivalent in kitchen, ceramic in bathrooms, and carpeting with underpad in all other rooms except the basement area;
  - g. Builder's Standard kitchen cabinets, countertops, sinks, faucets, and bathroom and powder room cabinets, counter tops, sinks, faucets, and bathroom fixtures;

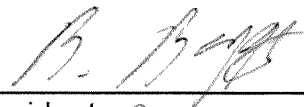
- h. Builder's Standard light fixtures throughout all rooms;
  - i. interior partitions and walls completed to the drywall or plaster including taping, sanding, one coat of primer paint and one coat of white finish paint);
  - j. Builder's Standard interior doors, door and window trim and floor/wall trim, where applicable;
  - k. partitions and walls between units and common elements, including insulation and vapor barrier, completed to the drywall, (including taping, sanding, one coat of primer paint and one coat of white finish paint);
  - l. in the garage areas of the units the walls and ceilings completed to the drywall or plaster including taping, sanding and one coat of primer paint); and
  - m. such other components of the unit which the declarant of the condominium would have been required to construct by the then current regulations (as at the time of the damage or repair) in order to achieve registration of the condominium plan.
2. Anything within the boundaries of a unit which is not described in the definition of a standard unit set out above shall be considered an improvement to the unit. For greater certainty and without limiting the generality of the foregoing, the unit shall not include:
- a. all up-graded floor coverings (including underpad);
  - b. wall coverings, (including paneling, other wood treatments, paint and/or wall paper);
  - c. window coverings, drapery hardware, or blinds;
  - d. in respect of basements, any drywall, insulation, ceiling systems, interior partitions, (other than structural or load bearing walls), electrical, plumbing, heating, or ventilation fixtures or systems, telephone or cable television cables or rough ins, that service the basement area, floor coverings and other finishes that did not form part of the original specifications for the construction of the units as described in the architectural and mechanical drawings contained within the Corporation's Description and are not required by the Ontario Building Code at the time of reconstruction; and
  - e. any addition, alteration, or improvement to the common elements made by an owner either before or after the date of proclamation of the Act and regardless of whether an agreement under section 98, of the Act has or has not been entered into between the Owner and the Corporation for such addition, alteration or improvement.
3. For clarification, the consequence of such definition of "standard unit" is to cause all components of each and any and every building or structure that is not specifically stated to be part of the standard unit to be classified considered and defined as an "improvement" thereby making the owner(s) of such unit completely responsible for all insurance and maintenance relating thereto and relieving the Corporation from being required to provide or maintain any insurance on account thereof.
4. If any component of the standard unit must be "upgraded" or changed in order to comply with any applicable governmental or authority regulation or code while being repaired or replaced on account of insurable damage or destruction the said upgrade or change shall be considered part of the standard unit despite not being clearly defined herein as being part of the standard unit.


- 5. Nothing in this By-Law shall relieve an owner of any obligation to maintain, repair and, when necessary, replace any component of his or her unit as may be set out in the Act and the Corporation's Declaration, By-laws and Rules.
- 6. In the event that a fixture or construction feature is no longer available and there is a dispute as to what then may constitute a "Builder's Standard" a comparison shall be had to similar products being offered by builders of new construction at the time of damage of similar value to the unit in which or to which the damage has occurred. If there is a disagreement as to what constitutes a "Builder's Standard", the issue shall be exclusively and conclusively determined by the insurance adjuster(s) retained by and acting on behalf of the condominium's insurer and the decision of such adjuster(s) shall be binding on the condominium and all its owners and mortgagees.

The foregoing By-Law No. 5 is hereby passed by the Directors of the Corporation pursuant to *The Condominium Act 1998* as evidenced by the respective signatures hereto of a majority of the Directors.


Dated this 27<sup>th</sup> Day of October, 2008.


  
 \_\_\_\_\_  
 President: J.E. REMPEL


  
 \_\_\_\_\_  
 Vice-President: BRUCE BEGGS

  
 \_\_\_\_\_  
 Secretary: NATALIE BULLARD

  
 \_\_\_\_\_  
 Treasurer: BOB BEECHAY

  
 \_\_\_\_\_  
 Director: NATALIE BULLARD

  
 \_\_\_\_\_  
 Director: BOB BEECHAY

  
 \_\_\_\_\_  
 Director: RICK SADLER.

We have authority to bind the Corporation.

(Seal)