

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 21 of 24

**Properties**

**PIN** 11081 - 0181 LT  
**Description** UNIT 14, LEVEL 12, YORK CONDOMINIUM PLAN NO. 81, BLK C & PT BLKS D & E  
 PLAN 8778 AS DESCRIBED IN SCHEDULE 'A' OF DECLARATION B326251  
 SCARBOROUGH, CITY OF TORONTO  
**Address** 1214 APARTMENT  
 2 GLAMORGAN AVENUE  
 SCARBOROUGH

**PIN** 11081 - 0182 LT  
**Description** UNIT 15, LEVEL 12, YORK CONDOMINIUM PLAN NO. 81, BLK C & PT BLKS D & E  
 PLAN 8778 AS DESCRIBED IN SCHEDULE 'A' OF DECLARATION B326251  
 SCARBOROUGH, CITY OF TORONTO  
**Address** 1215 SUITE  
 2 GLAMORGAN AVENUE  
 SCARBOROUGH

**PIN** 11081 - 0183 LT  
**Description** UNIT 16, LEVEL 12, YORK CONDOMINIUM PLAN NO. 81, BLK C & PT BLKS D & E  
 PLAN 8778 AS DESCRIBED IN SCHEDULE 'A' OF DECLARATION B326251  
 SCARBOROUGH, CITY OF TORONTO  
**Address** 1216 APARTMENT  
 2 GLAMORGAN AVENUE  
 SCARBOROUGH

**Applicant(s)**

**Name** YORK CONDOMINIUM CORPORATION NO. 81  
**Address for Service** c/o Management Office  
 2 Glamorgan Avenue  
 Scarborough, ON M1P 2M8

York Condominium Corporation No. 81 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, Regan Pestl, President and Richard Valdez, Vice-President, have the authority to bind the corporation.

**Signed By**

Amandeep Kaur Dhariwal 333 Bay Street, Suite 2900, Bay acting for Signed 2013 06 25  
 Adelaide Centre Applicant(s)  
 Toronto  
 M5H 2T4

**Tel** 416-360-6336  
**Fax** 416-360-8425

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

**Submitted By**

HEENAN BLAIKIE LLP 333 Bay Street, Suite 2900, Bay 2013 06 25  
 Adelaide Centre  
 Toronto  
 M5H 2T4

**Tel** 416-360-6336  
**Fax** 416-360-8425

**Fees/Taxes/Payment**

**Statutory Registration Fee** \$60.00  
**Total Paid** \$60.00

CERTIFICATE IN RESPECT OF A BY-LAW

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

YORK CONDOMINIUM CORPORATION NO. 81 (the "Corporation") certifies that:

1. The copy of By-law No. 11, attached, 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 19 day of June, 2013.

YORK CONDOMINIUM CORPORATION  
NO. 81

Per: 

Print Name: Regan Postl

Print Title: President

Per: 

Print Name: RICHARD VALDEZ

Print Title: Vice President.

I/We have the authority to bind the  
Corporation

YORK CONDOMINIUM CORPORATION NO. 81 (THE "CORPORATION")

BY-LAW NO. 11

A By-law that identifies the standard unit for the purposes of sections 89 and 99 of the *Condominium Act, 1998* (the "Act")

PREAMBLE:

- (a) Pursuant to subsection 89(2) of the Act the obligation of a condominium corporation to repair a unit after damage does not include repair after damage to improvements made to a unit;
- (b) Pursuant to subsection 99(4) of the Act the obligation of a condominium corporation to obtain and maintain insurance does not include insurance for damage to improvements made to a unit;
- (c) Each unit owner is responsible to insure the improvements to his or her unit;
- (d) Any component of a unit over and above the defined standard unit is considered to be an improvement;
- (e) Subsections 89(3) and 99(5) of the Act require the determination of what constitutes an improvement to a unit to be by reference to a standard unit definition;
- (f) For the purposes of defining what constitutes a standard unit the Corporation has only one class of standard residential unit;

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

1. The boundaries of the units are as defined in the Corporation's declaration. This By-law does not amend or affect any definitions set out in the Corporation's declaration or any obligations or responsibilities set out therein.
2. For the purposes of this By-law the standard unit for all residential units shall consist of only the following items: plumbing rough-in to shut-off valve, electrical rough-in supply and disconnect feed, and cable and telephone feed.
3.
  - (a) For clarity, but without limiting the provisions of Section 2, the standard unit shall not include any and all wall coverings, floor coverings, kitchen counters, cabinets, sinks, bathroom vanity counters, cabinets, bathtubs, sinks, toilets, light fixtures, window coverings and appliances.
  - (b) The standard unit shall not include any addition, alteration or improvement to the common elements made by any owner whether 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 any owner and the Corporation.
4. The purpose of this By-law and the definition of standard unit is to clearly establish which components of a unit come within such definition and to clarify that all components of the unit that are not listed or referred to in Section 2 are considered and defined to be "Improvements" and as such, are the sole and exclusive responsibility of the unit owners to properly and adequately insure, maintain and repair and repair after

damage, and also to establish clearly that the Corporation has no obligations whatsoever with respect to any Improvements.

5. For greater clarity, unit owners shall be responsible to maintain and repair and repair after damage all Improvements and shall insure them with customary coverage provided to condominium unit owners. The Corporation may request in writing from a unit owner and the unit owner shall provide to the Corporation within ten days after receipt of such request, a copy of the owner's insurance policy or other sufficient evidence that the Improvements are insured. Any repairs, maintenance and or servicing to be conducted by a unit owner in respect of his/her respective unit shall only be performed by an accredited professional.

6. Nothing in this By-law shall relieve any unit owner of any obligation to maintain, repair and when necessary, replace any component of his/her unit as may be set out in the Act and the Corporation's declaration, By-laws and rules.

7. Each of the provisions of this By-law shall be deemed to be independent and severable. The invalidity of any part of this By-law shall not impair or affect in any manner the validity and enforceability or effect of the balance of this By-law.

8. No provision contained in this By-law shall be deemed to have been abrogated or waived by reason of failure to enforce the same, irrespective of the number of violations or breaches of this By-law which may incur.

WITNESS the corporate seal of the Corporation on [date].

YORK CONDOMINIUM CORPORATION  
NO. 81

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

Print Name:  
Title:

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

Print Name:  
Title:

We have the authority to bind the Corporation.