

CERTIFICATE IN RESPECT OF A BY-LAW

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

PETERBOROUGH STANDARD CONDOMINIUM CORPORATION NO. 75 (the "Corporation") certifies that:

1. The copy of By-law No. 5, 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 19th day of MAY, 2019.

PETERBOROUGH STANDARD CONDOMINIUM CORPORATION NO. 75

Per: [Signature]

Print Name: Guy VIGLIATORE
Print Title: DIRECTOR

Per: [Signature]

Print Name: BARRY HYDE
Print Title: DIRECTOR

I/We have the authority to bind the Corporation

Submitted By

LASH CONDO LAW

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Fees/Taxes/Payment

Statutory Registration Fee \$64.40

Total Paid \$64.40

**PETERBOROUGH STANDARD CONDOMINIUM CORPORATION NO. 75
(THE "CORPORATION")**

BY-LAW NO. 5

A By-law relating to the Corporation's insurance deductible and identifying the standard unit for the purposes of sections 89 and 99 of the *Condominium Act, 1998*, as amended (the "Act").

PREAMBLE:

- (a) Pursuant to subsection 89(2) of the Act each owner shall repair the owner's 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 part of a unit where the part does not constitute part of a 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) Pursuant to section 56(1)(h) of the Act, a by-law may be passed to determine what constitutes an improvement to a unit by reference to a standard unit definition;
- (g) For the purposes of defining what constitutes a standard unit, the Corporation has only one class of standard residential unit;
- (h) Pursuant to Section 105(3) of the Act, the Corporation may, by by-law, extend the circumstances in which, following damage, a unit owner would be responsible for the cost of the insurance deductible applicable to the repair of his/her unit or units, and of the common elements and other units.

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

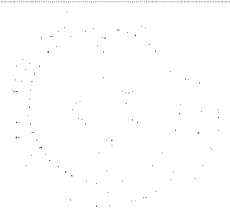
1. The boundaries of the units are as defined in Schedule "C" of the Corporation's declaration. This By-law does not amend or affect any definitions set out in the Corporation's declaration or any obligations or responsibilities set out therein.
2. For the purposes of this By-law the standard unit for all residential units shall consist of only those items listed in Schedule A attached to this By-law, subject to the following:
 - (a) any of the materials, models and brands referred to in Schedule A may be replaced with materials, models or brands that are of similar or better quality and finish, should the original materials, models or brands not be available for any reason;
 - (b) all materials referred to in Schedule A are standard builder's grade in quality unless specifically stated otherwise;
 - (c) should a dispute/disagreement arise over the manufacturer, quality, colour, style, texture, dimension and/or finish of any item referred to in Schedule A or the use of similar or better materials, models and brands where the original materials, models or brands are not available, the final and unfettered determination shall be reserved to the board of directors;
 - (d) 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;
 - (e) The standard unit for each residential unit shall include all the space enclosed by its boundaries and all the material parts of said lands and structures within such space and shall expressly include, among other things, all concrete, concrete

block masonry portions of load bearing walls or columns, exterior doors, door frames, windows, window frames, roofs, exterior facades and pipes, wires, cables, conduits, ducts and mechanical or similar apparatus, including the heating and air-conditioning and ventilation installations and appurtenant equipment attached thereto, that supply any service or utility to that particular residential unit and, for greater certainty shall extend to all building components, finishes, fixtures and features installed for such residential unit.

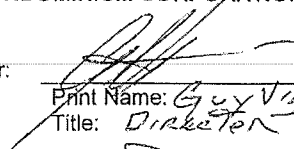
3. The purpose of this By-law and the definition of standard unit is to clearly establish which components of a unit come within such definition and to clarify that all components of the unit that are not listed or referred to in Schedule A are considered and defined to be "Improvements" and as such, 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.
4. 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.
5. 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.
6. If any component of the standard unit must be upgraded or changed in order to comply with any governmental or authority regulation, code or work order, while being repaired or replaced on account of insurable damage or destruction, such upgrade or change shall be considered part of the standard unit, despite not being referred to in Schedule A.
7. Pursuant to subsections 105(2) and (3) of the Act:
 - (a) the owner of a unit is responsible for the lesser of the amount of the deductible contained in the Corporation's insurance policy and the cost to repair the damage to the common elements or other units, that may have been caused through an act or omission by the owner or any person, thing or animal for whom or for which the owner is responsible or where the origin of the damage is from the owner's unit;
 - (b) where damage occurs in or to a unit in the Corporation (excluding the owner's improvements and personal belongings), and the damage is not caused by an act or omission of the Corporation, the owner of the unit where the damage occurs shall be responsible for the lesser of the amount of the deductible contained in the Corporation's insurance policy or the cost to repair the damage.
8. Each owner shall indemnify and save the Corporation harmless from and against any and all claims, damages, losses, liabilities and/or costs (including the Corporation's insurance deductible and its legal costs on a substantial indemnity basis), which the Corporation may suffer or incur as a result of, or in connection with, any act or omission by the owner or any person, thing or animal for whom or for which the owner is responsible, or where the origin is from the owner's unit that causes any damage to the owner's unit and/or the common elements (or any portion thereof) and/or to any other units, except for any claims, damages, losses, liabilities and/or costs that are insured against by the Corporation, subject to the insurance deductible.
9. All amounts for which the unit owner is responsible pursuant to this By-law shall form part of the contributions to the common expenses payable for the particular unit.
10. 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.
11. 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 this 3rd day of March, 2019

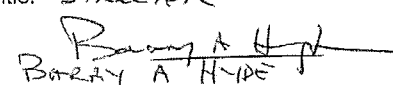
PETERBOROUGH STANDARD
CONDOMINIUM CORPORATION NO. 75



Per:


Print Name: Guy Vigliani
Title: Director

Per:


Print Name: Barry A Hyde
Title: Director

We have the authority to bind the Corporation

**SCHEDULE A
STANDARD UNIT**

The following sets out what constitutes a standard dwelling unit.

GENERAL:	
BASEBOARDS/CASINGS	<ul style="list-style-type: none"> • Colonial baseboard trim 3.25" x 1/2" – one coat of primer and one coat of paint (off white) • Colonial door casing trim 2 3/4" x 1/2" – with one coat of primer and paint (off white)
DOORS	<ul style="list-style-type: none"> • Colonial style hollow core interior door (#800 series) – one coat of primer and paint (off white) • Brass or Nickel knob type handle • Wood threshold (entrance) where applicable – stained • Sliding 6' patio doors with 1' sidelight on each side and at top in living room and master bedroom • External insulated door with window and keyed deadbolt
WALLS	<ul style="list-style-type: none"> • Standard drywall • One coat of primer and one coat of paint (off white) in all rooms except bathroom and kitchen, which will be painted with one coat of primer and one coat of latex semi-gloss paint (off white)
CEILINGS	<ul style="list-style-type: none"> • 8' ceilings in all main living areas except sunken living room which has 10' ceilings • Standard drywall • One coat of primer and one coat of latex paint (white) in all rooms
FLOORING	<ul style="list-style-type: none"> • Textline vinyl flooring in kitchen, laundry closet and bathrooms • Carpet in living room, bedrooms, upstairs landing and stairs • Silent sub-floor system with engineered floor joists and plywood covering
STAIRS	<ul style="list-style-type: none"> • Carpet grade stairway • Oak posts and rails – builder's grade • Painted spindles
KITCHEN:	
SINK	<ul style="list-style-type: none"> • Double basin, stainless steel – builder's grade • Single lever faucet, stainless steel – builder's grade • Water connections for dishwasher
ELECTRICAL	<ul style="list-style-type: none"> • Receptacle for rough-in for dishwasher • Switch controlled split outlets • Air exchanger ventilation

CABINETS	<ul style="list-style-type: none"> • Oak or Pine flat panel upper and lower cupboards – builder's grade • Laminate counter tops – builder's grade
BATHROOM(S):	
WALLS	<ul style="list-style-type: none"> • Ceramic wall tiles around tub
TUB	<ul style="list-style-type: none"> • Standard 5' 6" white acrylic bathtub or white acrylic shower • Single lever handle control and chrome shower head and toe tester/faucet • Shower light in ceiling
VANITY	<ul style="list-style-type: none"> • 4' foot oak or pine flat panel vanity with laminate counter top and Crane enameled oval sink in second floor bathroom
SINK	<ul style="list-style-type: none"> • Single porcelain basin (white) – builder's grade • Single level faucet – builder's grade • Shut-off valves under sink • White oval pedestal sink in main floor powder room
TOILET	<ul style="list-style-type: none"> • Builder's grade toilet
ELECTRICAL	<ul style="list-style-type: none"> • Air exchanger ventilation in 2nd floor bathroom and main floor powder room • Light fixture above vanity mirror/sink in 2nd floor bathroom and main floor powder room
OTHER	<ul style="list-style-type: none"> • Push button privacy locks • Sliding pocket door colonial style in 2nd floor bathroom
UTILITY/LAUNDRY CLOSET:	
PLUMBING	<ul style="list-style-type: none"> • Washing machine hose drain • Hot & cold water supply taps • Hot & cold shut-off units
ELECTRICAL	<ul style="list-style-type: none"> • Washing machine receptacle • Dryer, heavy duty receptacle • Ceiling light fixture
OTHER	<ul style="list-style-type: none"> • Dryer exterior vent (basement wall or ceiling roof) • Folding colonial style door in 2nd floor laundry
OTHER FEATURES:	
INTERIOR	<ul style="list-style-type: none"> • Electrical outlets – number conforms to Ontario Building Code requirements • Suites wired for high speed internet • TV, internet and telephone outlets in living room, den and

	<ul style="list-style-type: none"> bedrooms, where applicable • 100 amp fuse panel with copper wiring • Smoke detector, where applicable
	<ul style="list-style-type: none"> • Carbon Monoxide detector, where applicable • Programmable heating/cooling controls • Propane gas furnace with air conditioner • Heat Recovery Ventilation unit • Propane hot water tank (151 litres) • Corner propane gas fireplace with oak surround and mantel • Switch controlled split outlets in living room and master bedroom • Ceiling receptacle/light fixture (builders grade) in each bedroom • Bronze 2-light pendant light fixture in dining room • Doorbell at roadside • R2000 type insulation
EXTERIOR	<ul style="list-style-type: none"> • Water faucet (rear) • Covered cedar post and beam style deck at entrance (all cedar stained Sikkens SRD Butternut) • Covered cedar post and beam style deck off main bedroom (all cedar stained Sikkens SRD Butternut) • Electrical outlet (front and rear) • Porch number sign light with sensor (front) and control switch in bedroom • Porch lights front and rear (ground level and rear upper level) • Propane piped in basement for rear patio BBQ connection (faceplate on exterior wall) • Interlocking brick sidewalk from road to deck stairs • Interlocking brick patio (10' x 12') at rear • Malbec factory engineered siding – colour Cabot Colonial Yellow • Jeld-Wen windows/doors – exterior window framing colour Cabot Ultra White • Roof – 30 year premium shingles • Eaves trough on all parts of sloped roof
BASEMENT:	
FINISH	<ul style="list-style-type: none"> • Unfinished walls, floors and ceilings