

Schedule "A"

**OTTAWA-CARLETON STANDARD CONDOMINIUM  
CORPORATION NO. 846  
BY-LAW NO. 2**

BE IT ENACTED as By-law No. 2 (being a By-law to define standard units) of Ottawa-Carleton Standard Condominium Corporation No. 846 (hereinafter referred to as the "Corporation") as follows:

**ARTICLE I  
DEFINITIONS**

All words used herein which are defined in the *Condominium Act, 1998*, or any successor, ("the Act") shall have ascribed to them the meanings set out in the Act as amended from time to time.

**ARTICLE II  
GENERAL**

- (1) The purpose of this By-law is to define the standard units in this condominium.
- (2) Where the materials or specifications set out in this By-law are uncertain or incomplete, the standard unit specifications and materials shall be consistent with "Builder's Standard" construction. In the case of any dispute as to what constitutes "Builder's Standard", a comparison shall be had to the quality of the particular feature being offered by builders of comparable construction at the time of the damage.
- (3) The standard unit does not include features which are part of the common elements. The Corporation's declaration determines which features are part of the common elements and which features are parts of the units. To the extent that the attached schedules include features which are part of the common elements, they are included for reference and information purposes. They are not intended to be part of the standard unit.
- (4) Except as otherwise indicated in this By-law, the standard unit(s) shall include all features of the units mentioned in the declaration or shown in the description (including all registered architectural and structural drawings) of the condominium. In the case of any inconsistency between the description and the schedules to this By-law, the schedules to this By-law shall prevail.
- (5) Unless otherwise indicated herein, the following items as shown in the condominium description shall form part of the standard unit and shall simply be of standard quality and installation and in accordance with all relevant or applicable codes and regulations:

- light switches and cover plates
- electrical outlets and cover plates
- plumbing
- drains
- insulation
- ducting, venting and associated fans
- smoke detectors, heat detectors and carbon monoxide detectors
- vapour barrier
- drywall, taped and sanded, with one coat of primer and one coat of white latex paint
- electrical wiring
- cable and phone connections
- trim, with one coat of primer and one coat of white latex paint
- interior door hardware
- cabinet hardware (bathroom(s) and kitchen)

- (6) All replacement materials and re-construction shall conform to the current Ontario Building Code, Ontario Fire Code, Ontario Electrical Safety Code, current Municipal regulations and by-laws, and all applicable bulletins in force. If any component of the standard unit must be upgraded or changed in order to comply with any applicable governmental regulation or code or other law applicable to the repair of insured 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.
- (7) Where the schedules to this By-law refer to specific brands of equipment or materials, this shall be deemed to include equivalent brands.
- (8) In this condominium, there are eleven (11) different classes of standard units. Each class is based upon a different model of unit in this condominium. The standard unit for each class or model is defined and described further in plans and specifications contained in the schedule(s) indicated for the particular class. The classes and schedule(s) are as follows:

Class Number	Class Description	Units	Schedule(s)
1	Module 1	Unit 17, Level 1 Unit 5, Levels 2 & 3	1 & 2
2	Module 2	Unit 18, Level 1 Unit 6, Levels 2 & 3	1 & 3
3	Module 3	Unit 19, Level 1 Unit 7, Levels 2 & 3	1 & 2
4	Module 4	Unit 20, Level 1 Unit 8, Levels 2 & 3	1 & 2
5	Module 5	Unit 21, Level 1 Unit 5, Levels 2 & 3	1 & 3
6	Module 6	Unit 22, Level 1 Unit 6, Levels 2 & 3	1 & 2
7	Module 7	Unit 1, Levels 1, 2 & 3	1 & 4
8	Module 8	Unit 2, Levels 1, 2 & 3	1 & 4
9	Module 9	Unit 3, Levels 1, 2 & 3	1 & 4
10	Module 10	Unit 4, Levels 1, 2 & 3	1 & 5
11	Parking Units	Units 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 45 and 46, Level 1	6

### ARTICLE III MISCELLANEOUS

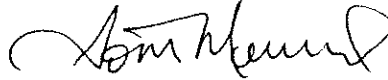
- (1) The standard unit description(s) in this by-law replace(s) any previous standard unit description(s) (for the same classes of unit), including any such description(s) provided by the declarant pursuant to Section 43 (5) (h) of the Act. Any such previous description(s) no longer apply.

- (2) Invalidity: 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 thereof.
- (3) Waiver. No restriction, condition, obligation or provision contained in this By-law shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.
- (4) Headings: The headings in the body of this By-law form no part thereof but shall be deemed to be inserted for convenience of reference only.
- (5) Alterations: This By-law or any parts thereof may be varied, altered or repealed by a By-law passed in accordance with the provisions of the Act, and the Declaration.
- (6) Preparation: This document was prepared in the year 2019 by Davidson Houle Allen LLP Condominium Law in conjunction with the corporation.

The foregoing By-law is hereby passed by the Directors and confirmed by the owners pursuant to the *Condominium Act, 1998* of Ontario.

DATED this <sup>th</sup> 10 day of SEPTEMBER, 2019.

**OTTAWA-CARLETON STANDARD  
CONDOMINIUM CORPORATION NO. 846**



Print Name: THOMAS MORRICE  
Print Title: PRESIDENT

I have authority to bind the Corporation.

**Schedule "1"**  
**Ottawa-Carleton Standard Condominium Corporation No. 846**  
**Specifications**

Specifications are applicable to all classes. All items are of standard builder's quality, unless otherwise stated.

**Plumbing, Heating, Electrical:**

- Rental gas hot water tank, with cleanable air filters
- Forced air gas heat – low maintenance
- Rough-in for stackable washer and dryer
- Air conditioning
- Pot lights in kitchen and living room
- Decora plugs and switches

**Bathroom:**

- Bathroom exhaust fan vented to exterior
- Bath fixtures in white
- Counter : Laminate
- Vanity : Laminate Counter, MDF cabinets
- Tiles, etc. in shower, around sink. No tiles in shower or around sink, only around bathtub and bathroom floors
- Ceramic floor tile

**Kitchen:**

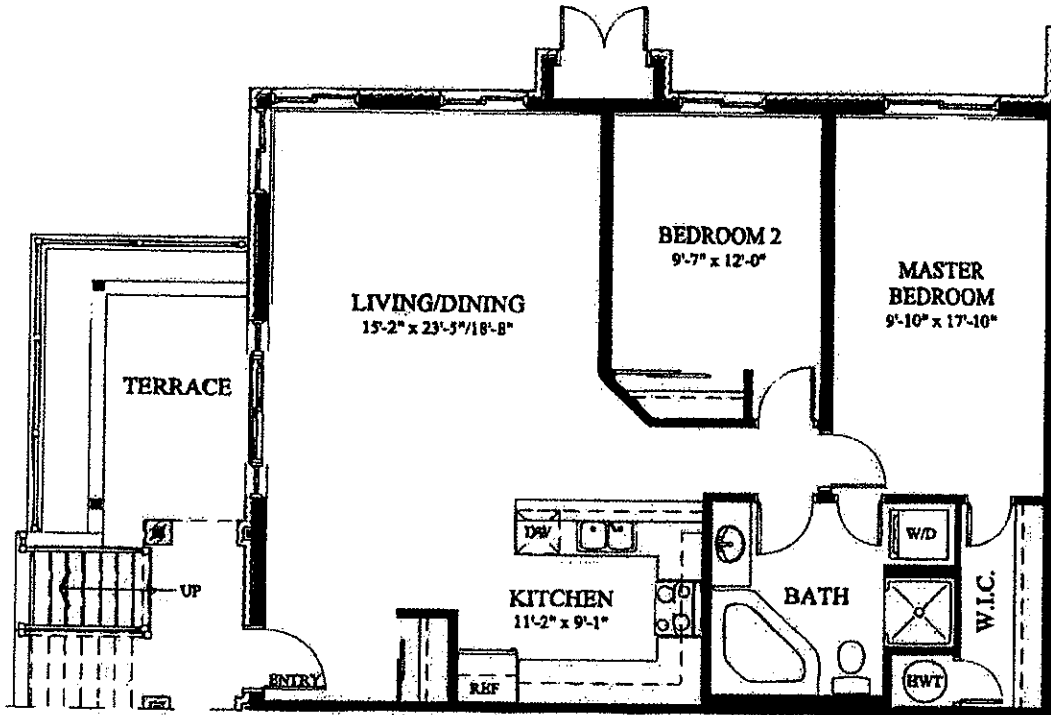
- Kitchen exhaust fan vented to exterior
- Double stainless-steel sink
- Counter : Laminate
- Cabinets : Medium Density Fibreboard
- Rough-in for dishwasher
- **Backsplash: Backsplash is not part of the standard description. Any backsplash will be an upgrade.**

**Flooring:**

- Ceramic floor tile in kitchen, bathroom, entrance
- 8 mm laminate flooring in living room, dining room, master bedroom, 2<sup>nd</sup> bedroom, walk-in closet and mechanical room (one colour throughout)

Schedule "2"  
Ottawa-Carleton Standard Condominium Corporation No. 846  
Floor Plan (Basement) - Module 1, 3, 4 & 6

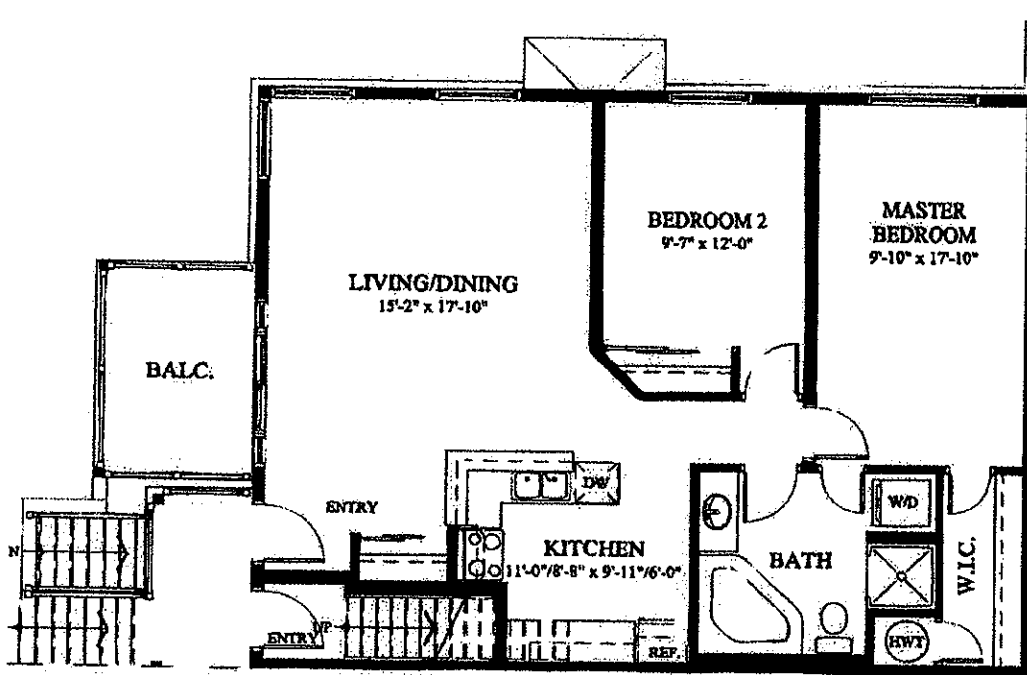
Basement Plan  
**Module 1, 3, 4, & 6**  
1076 SQ. FT



Schedule "2"  
Ottawa-Carleton Standard Condominium Corporation No. 846  
Floor Plan (Ground Floor) - Module 1, 3, 4 & 6

Ground Floor Plan  
**Module 1, 3, 4 & 6**

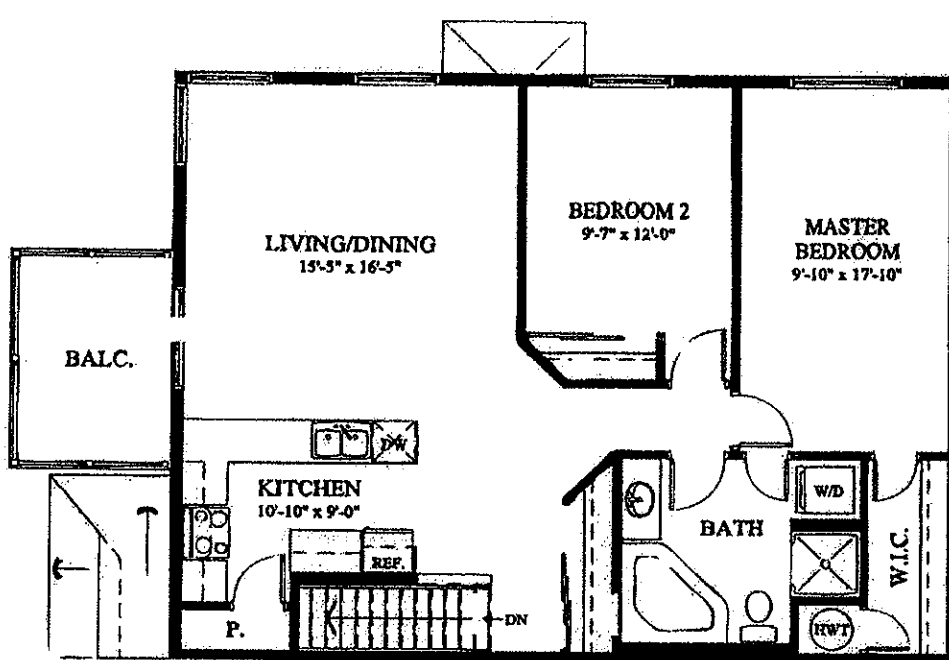
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Schedule "2"  
Ottawa-Carleton Standard Condominium Corporation No. 846  
Floor Plan (Second Floor) - Module 1, 3, 4 & 6

Second Floor Plan  
**Module 1, 3, 4 & 6**

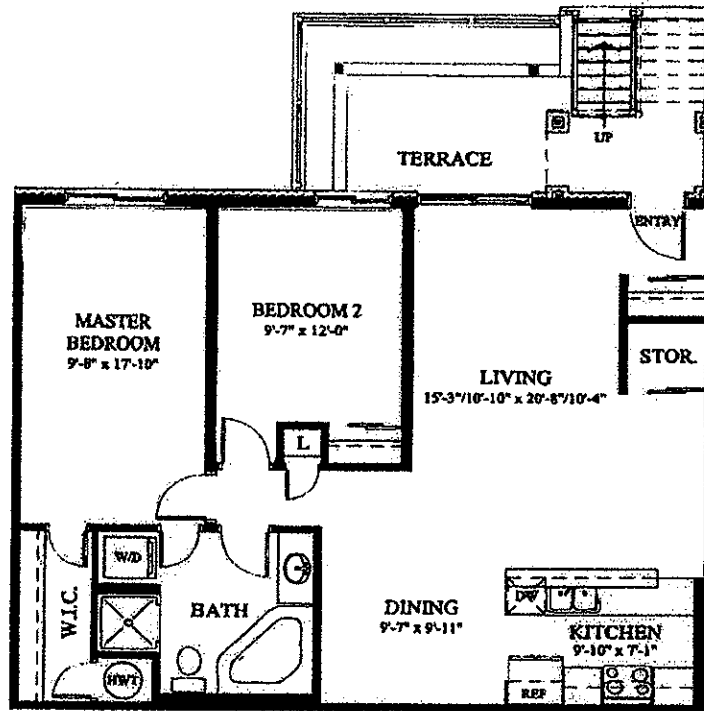
1102 SQ. FT



Schedule "3"  
Ottawa-Carleton Standard Condominium Corporation No. 846  
Floor Plan (Basement) - Module 2 & 5

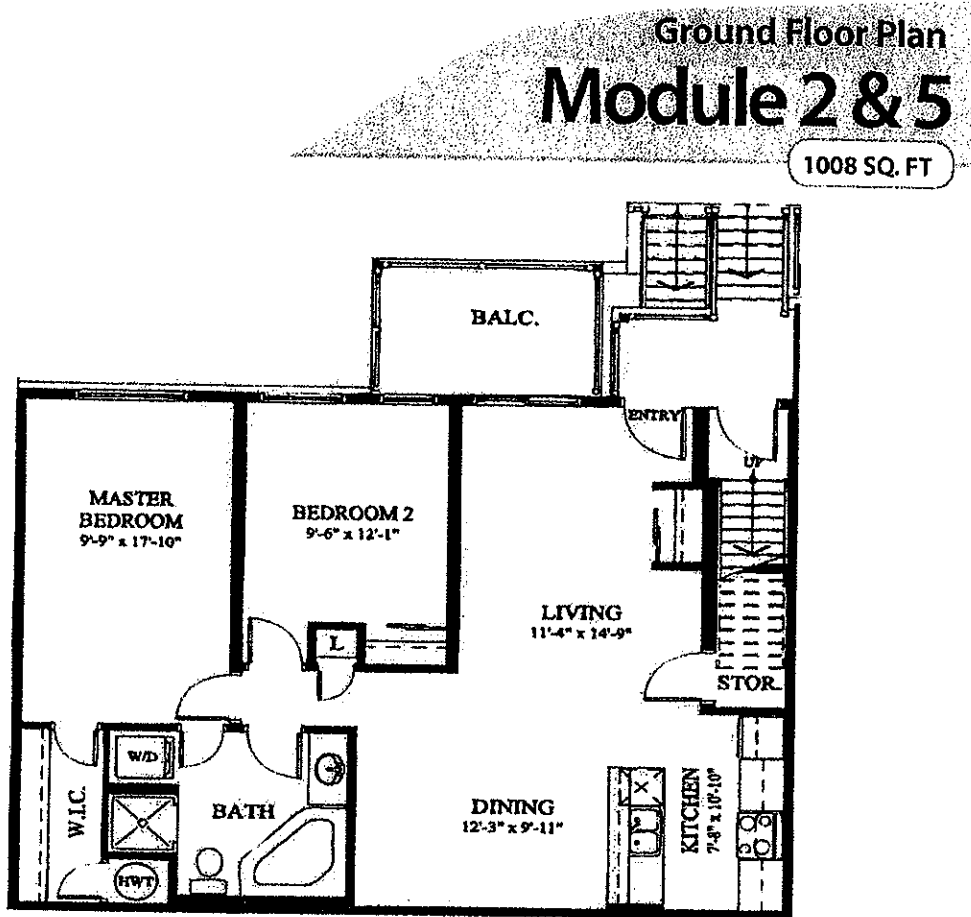
Basement Plan  
**Module 2 & 5**

1064 SQ. FT





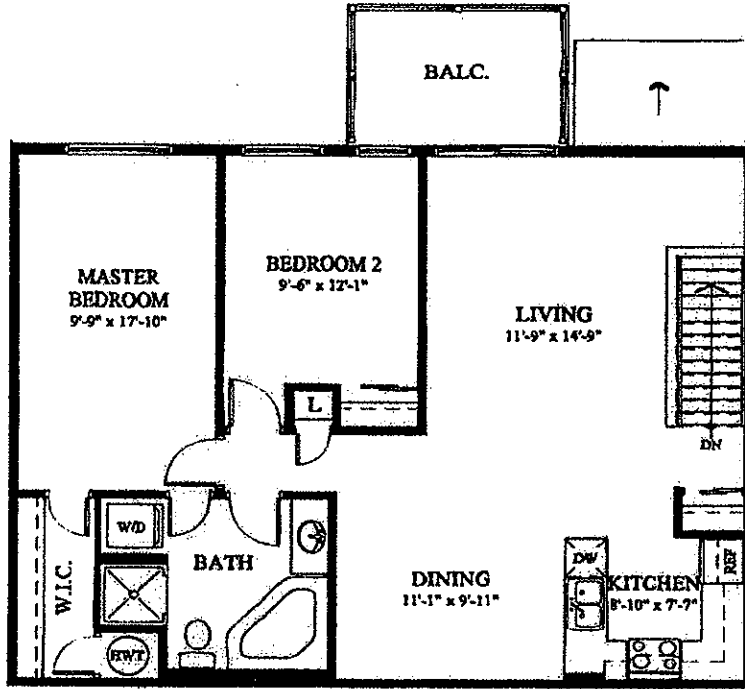
Schedule "3"  
Ottawa-Carleton Standard Condominium Corporation No. 846  
Floor Plan (Ground Floor) - Module 2 & 5



Schedule "3"  
Ottawa-Carleton Standard Condominium Corporation No. 846  
Floor Plan (Second Floor) - Module 2 & 5

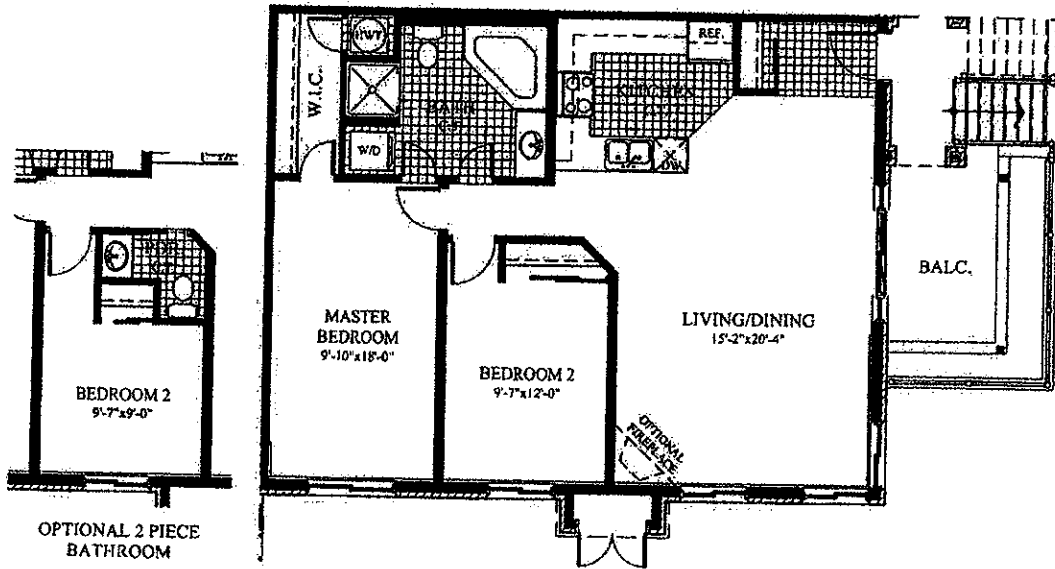
Second Floor Plan  
**Module 2 & 5**

1088 SQ. FT



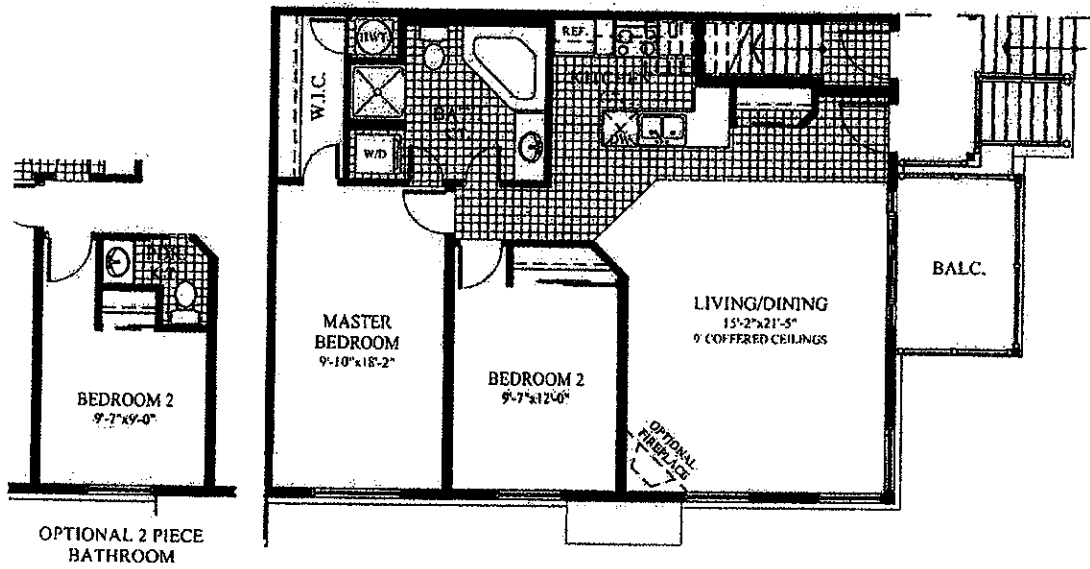
Schedule "4"  
Ottawa-Carleton Standard Condominium Corporation No. 846  
Floor Plan (Basement) - Module 7, 8 & 9

Basement Plan  
**Module 7, 8 & 9**  
1078 SQ. FT



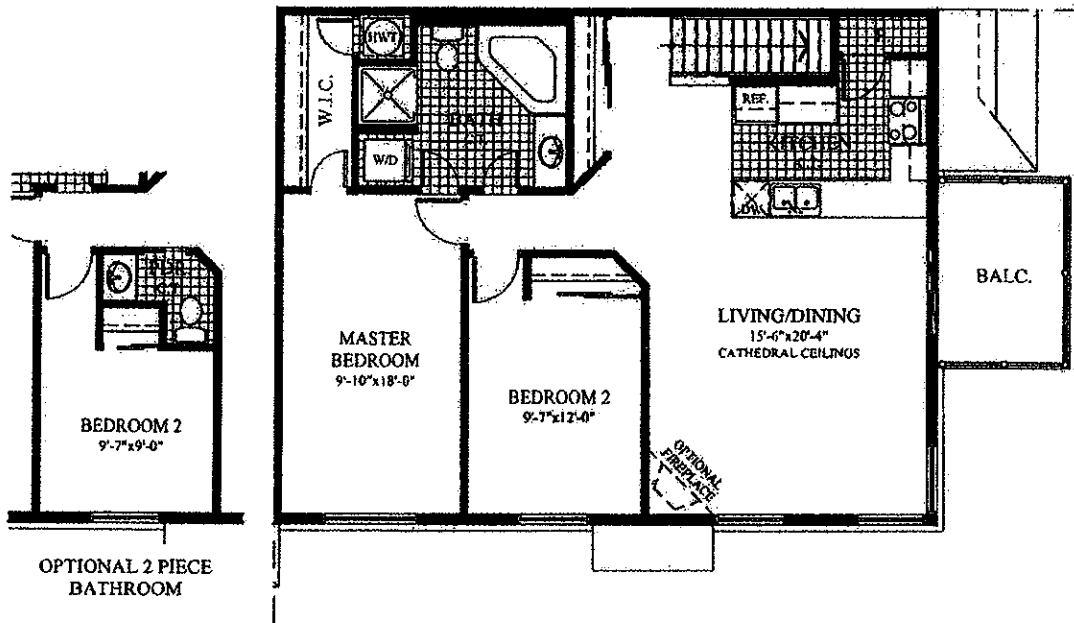
Schedule "4"  
Ottawa-Carleton Standard Condominium Corporation No. 846  
Floor Plan (Ground Floor) - Module 7, 8 & 9

Ground Floor Plan  
**Module 7, 8 & 9**  
1004 SQ. FT



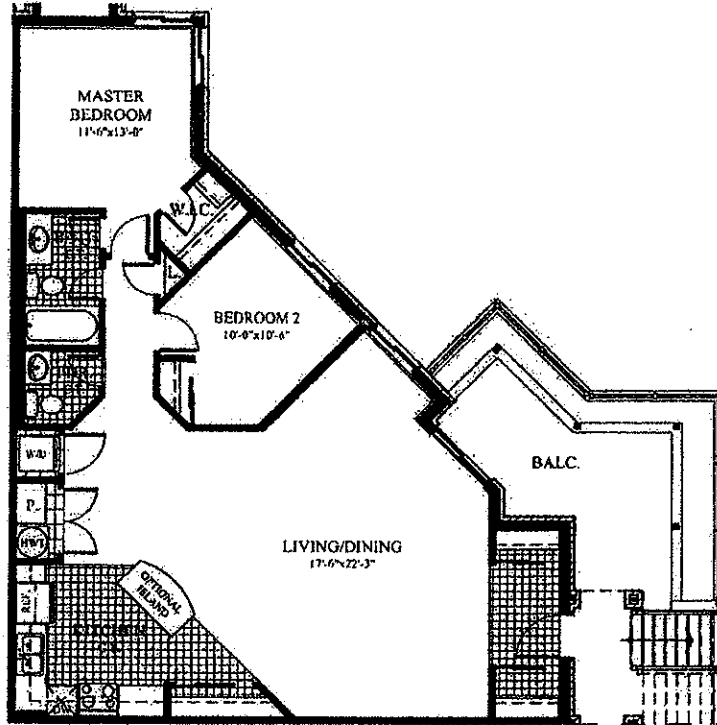
Schedule "4"  
Ottawa-Carleton Standard Condominium Corporation No. 846  
Floor Plan (Second Floor) - Module 7, 8 & 9

Second Floor Plan  
**Module 7, 8 & 9**  
1102 SQ. FT



Schedule "5"  
Ottawa-Carleton Standard Condominium Corporation No. 846  
Floor Plan (Basement) - Module 10

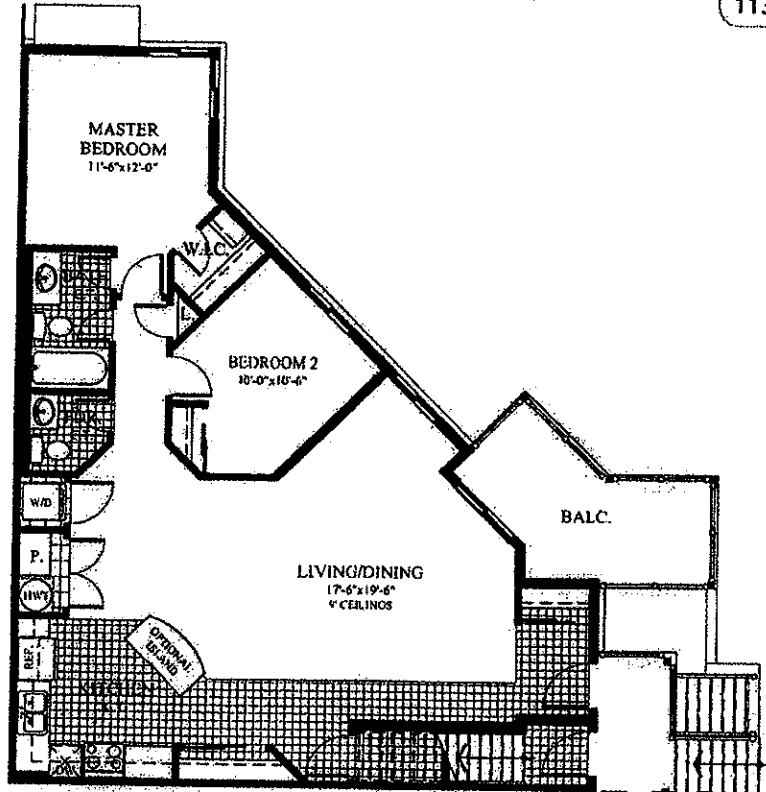
Basement Plan  
**Module 10**  
1204 SQ. FT



Schedule "5"  
Ottawa-Carleton Standard Condominium Corporation No. 846  
Floor Plan (Ground Floor) - Module 10

Ground Floor Plan  
**Module 10**

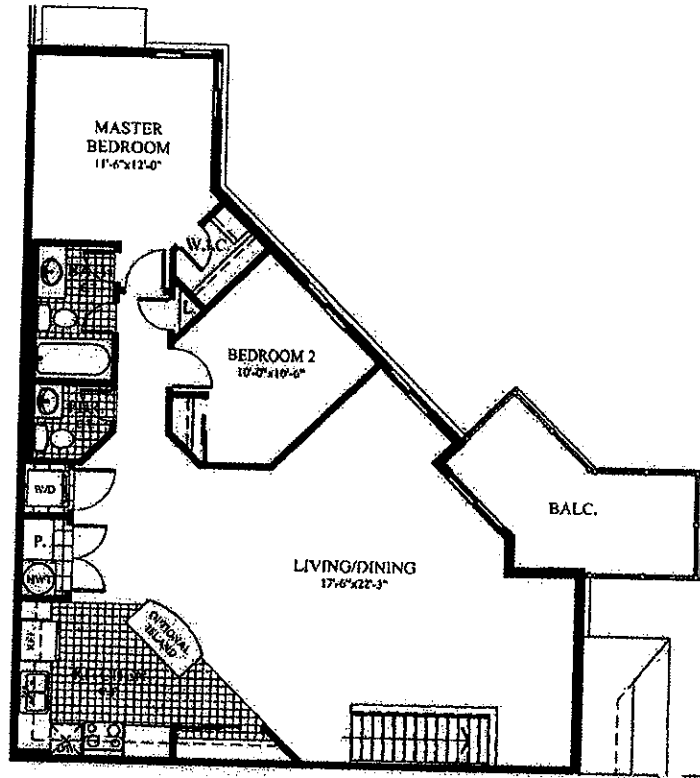
1138 SQ. FT



Schedule "5"  
Ottawa-Carleton Standard Condominium Corporation No. 846  
Floor Plan (Second Floor) - Module 10

Second Floor Plan  
**Module 10**

1218 SQ. FT





**Schedule "5"**  
**Ottawa-Carleton Standard Condominium Corporation No. 846**  
**Parking Units**

The parking units have no standard features other than concrete flooring.

**Schedule "A"**

**OTTAWA-CARLETON STANDARD CONDOMINIUM CORPORATION NO. 846**

**BY-LAW NO. 3**

BE IT ENACTED as By-law No. 3 (being a By-law respecting insurance deductibles) of Ottawa-Carleton Standard Condominium Corporation No. 846 (hereinafter referred to as the "Corporation") as follows:

**ARTICLE I.  
DEFINITIONS**

All words used herein which are defined in the *Condominium Act*, 1998, or any successor, ("the Act") shall have ascribed to them the meanings set out in the Act as amended from time to time.

In this By-law, the term "deductible" means: The amount that is the lesser of the cost of repairing the damage and the deductible limit of the insurance policy obtained by the Corporation (in the case of an insurable event under the said policy). Note that a deductible (and a deductible loss) can exist whether or not the corporation decides to make an insurance claim.

**ARTICLE II.  
SECTION 105(3) OF THE ACT**

This By-law is passed pursuant to Section 105(3) of the Act, to extend the circumstances under which a deductible loss, as described in Article III, shall be added to the common expenses payable for an owner's unit.

**ARTICLE III.  
INSURANCE DEDUCTIBLES**

- (1) Property insurance for the units and common elements (excluding improvements) is obtained and maintained by the Corporation (the "Master Policy"), but is subject to a loss deductible clause.
- (2) The Master Policy accordingly does not cover any loss, or portion of a loss, falling within such deductible. Responsibility for any such loss shall be determined as follows:
  - (a) As set out in Article 6.03 of the Corporation's Declaration, any deductible loss relating to damage to a unit (whether or not there has been an act or omission by the owner or lessee of the unit) shall be the responsibility of the owner of the unit, and shall be added to the common expenses payable for the owner's unit [in accordance with Article III (4)].

- (b) Any other deductible loss shall be the responsibility of the Corporation.
- (3) Notwithstanding the foregoing, and as also set out in Article 6.03 of the Declaration,
  - (a) each unit owner shall indemnify and save harmless the Corporation and all other owners from any deductible loss (under the Master Policy) related to damage resulting from an act or omission of the owner, or his or her invitees, agents, contractors or occupants of the unit. (Accordingly, if any such damage is caused to any part of the property, any related deductible loss under the Master Policy shall be added to the common expenses payable for the owner's unit, in accordance with Article III(4)).
  - (b) the Corporation shall indemnify and save harmless each unit owner from any deductible loss resulting from an act or omission of the Corporation or its directors, officers, agents, contractors or employees.
- (4) Any amounts owing to the Corporation by a unit owner by virtue of the terms of this by-law shall be added to the common expenses payable by such unit owner and shall be collectible as such, including by way of condominium lien.
- (5) Each owner shall obtain and maintain insurance, including personal liability insurance, covering the owners' risks as set forth in this by-law.
- (6) The Corporation shall promptly provide written notice of any change in the deductible related to the Master Policy to all owners.

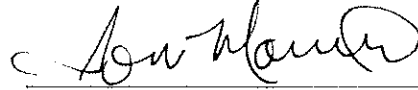
#### **ARTICLE IV. MISCELLANEOUS**

- (1) **Invalidity:** 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 hereof.
- (2) **Waiver:** No restriction, condition, obligation or provision contained in this By-law shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.
- (3) **Headings:** The headings in the body of this By-law form no part thereof but shall be deemed to be inserted for convenience of reference only.
- (4) **Alterations:** This By-law or any part thereof may be varied, altered or repealed by a By-law passed in accordance with the provisions of the Act, and the Declaration.
- (5) **Preparation:** This document was prepared in the year 2019 by Davidson Houle Allen LLP Condominium Law in conjunction with the corporation.

The foregoing By-law is hereby passed by the Directors and confirmed by the owners pursuant to the *Condominium Act, 1998*, of Ontario.

DATED this 10<sup>th</sup> day of SEPTEMBER, 2019.

**OTTAWA-CARLETON STANDARD CONDOMINIUM CORPORATION NO. 846**



Print Name: THOMAS MORRICE

Print Title: PRESIDENT.

I have authority to bind the Corporation

## What Should Owners Do With The Standard Unit Bylaw?

As you know, it is our opinion that the *Condominium Act, 1998* requires that all existing condominium corporations pass by-laws to define the “standard units” in the condominium. According to the Act, the by-law must be passed before the corporation’s first insurance renewal after May 5, 2001.

The standard unit by-law gives a description of the unit as unimproved. It is the responsibility of the condominium corporation to obtain insurance covering the unimproved or “standard” unit (subject to a reasonable deductible). Insurance for any improvement to the unit is the responsibility of the owner.

An improvement is any feature, which is not part of the standard unit description.

Therefore, when the standard unit by-law is passed, each owner should take a copy of the by-law to the owner’s insurance broker. The owner should also give the broker a list of all features of the unit, which are not included in the standard unit description. Those are the unit improvements. The broker should then be asked to make sure that the owner’s insurance policy provides adequate coverage for those improvements.

At present, most unit insurance policies provide an arbitrary amount of coverage for unit improvements - usually set at a percentage of the coverage for the owner’s personal property or “contents”. With a precise list of the unit improvements in hand, many owners and brokers may find that they can actually reduce the coverage for improvements. [They may find that they have actually been over-insured up until this time.] On the other hand, in some cases the insurance coverage may have to be increased.

At the end of the day, the standard unit description should enable owners and their brokers to more carefully assess the insurance requirements of the owner.