

Schedule "A"

RUSSELL CONDOMINIUM CORPORATION NO. 6

BY-LAW NO. 9

BE IT ENACTED as By-Law No. 9 (being a by-law to define standard units) of Russell Condominium Corporation No. 6 (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 unit in this condominium, for the purpose of Section 99 of the Act (insurance).
- (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 part of the units. To the extent that the attached schedule 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 declaration or description and the schedules to this By-Law, the schedules to this By-Law shall prevail.
- (5) 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.
- (6) Where the schedules to this By-Law refer to specific brands of equipment or materials, this shall be deemed to include equivalent brands.
- (7) In this condominium, there are two (2) 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 the structural drawings which are Sheets 1 to 17 of Part 2 of the Condominium Description filed with the Registry Office (the "structural drawings"), and the specifications contained in the Schedule "1" attached hereto. The classes are as follows:

Class Number	Class Description	Units
1	Model A	Units: 2, 3, 6, 7, 10, 11, 14, 15, 16, 19, 20, 21, 22 and 23, Level 1
2	Model B	Units: 1, 4, 5, 8, 9, 12, 13, 17, 18, 24, Level 1


ARTICLE III
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 thereof.
- (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 parts thereof may be varied, altered or repealed by a by-law passed in accordance with the provisions of the Act, and the Declaration.

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 30th day of June, 2004.

RUSSELL CONDOMINIUM CORPORATION NO. 6


 Print Name: JUDY RUEST
 Print Title: SECRETARY.

I have authority to bind the Corporation.

Version 5.2 – February 2003

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This document was prepared by Nelligan O'Brien Payne LLP for ICC #6 based on a thorough review of all relevant documentation and the specific circumstances of this condominium. This document may not be appropriate for another condominium.

Please note: The form from which this document was prepared is regularly revised and updated.

Schedule "1"
Russell Condominium Corporation No. 6
Specifications

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

SECTION ONE: GENERAL SPECIFICATIONS

Doors: Hollow core interior door with plastic doorknob
Trim: Solid pine trim painted with two coats of semi-gloss latex paint
Walls: Drywall, primed and painted with two coats of latex paint
Ceilings: 8' Stipple on drywall ceilings (throughout except for Kitchen and Bathrooms which are drywall)

Electrical, Plumbing and Mechanical Systems:

- Central gas heating
- Common water metering system
- 40 Gal hot water heater (rental)
- 100 amp electrical panel
- Pre-wired for cable and phone
- Rough-in for dishwasher
- One hardwired smoke detector (located in second floor hallway)

SECTION TWO: INDIVIDUAL AREAS

Foyers

- Linoleum tile floor
- Coat closet with double sliding doors, one interior shelf and hanging rod
- Glass ceiling light fixture

Hallways

Main Floor Landing

- Hardwood (parquet) hallways from foyer and on stairs going from the main level down to and including the basement landing
- Wood handrail hooked on with metal brackets down into the basement.
- End Units only – wooden door with glass in the center separating the foyer and hallway
- Single light with glass fixture.

Upstairs

- Carpet with standard underlay in hallways and stairs from main floor upstairs and throughout upstairs bedrooms.
- Metal railings with wood handrail
- Linen closet has a single bi-fold louver door with a round metal handle (brushed brass). It contains 5 shelves in total painted same colors as walls.
- Single light with white glass fixture at the top of the staircase.

Living/Dining Room (Open concept)

- Parquet flooring
- Fireplace with raised ceramic tile hearth and screen, no mantel
- Direct switch to outlet in Living room (no fixture)
- 5 bulb glass calendebra in Dining room

Kitchen

- Vinyl sheet flooring
- Under cupboard fluorescent lighting (over the sink)

- Single bulb round glass fixture above sink and eating areas [End Units: have two boxed-in fluorescent lights above eating area]
- Standard dishwasher, refrigerator and stove
- Exhaust fan vented as per code requirements
- Kitchen cabinets are wood-looking melamine with metal burnished brass handles.
- Arbarite counter top with a backsplash of ceramic tile all around (including behind the stove)
- Ceramic tile countertop near the stove (approximately 3 tiles wide)
- Single stainless steel sink with separate hot and cold faucets on a single base

Bathrooms (Main, Ensuite and Powder Room)

- Ensuite and Powder Room contain: 1 standard toilet, 1 standard sink with cabinet and medicine cabinet with mirror, towel racks, toilet paper holder and lighting (see lighting description below)
- End Units: No fans in bathrooms
- Interior Units: Fans in all bathrooms without windows
- Vinyl sheet flooring
- Standard toilet
- Standard bathtub with shower curtain rod and single lever control faucet
- Melamine vanities in all 3 bathrooms, with metal burnished brass handles and arbarite countertops.
- Standard ceramic sink with a single base faucet and separate hot and cold handles
- Metal rimmed white plastic cylinder light fixture over 2 light bulbs (Main bathroom has a 3-bulb fixture)
- Interior units -- Boxed in lighting with fluorescents in Powder Room
- Metal towel bar (ring style in Powder Rooms and bar style in remaining bathrooms) and metal toilet paper holders
- Painted metal medicine cabinets with mirrors in all bathrooms. Single mirror in Powder Room and Ensuite and large mirror with opening ends in Main Bathroom.

Master Bedroom

- Standard carpet with standard underlay
- Direct switch to outlet (no fixture)
- Walk-in closet with standard interior door, plastic door knob, three interior shelves (two shelves on one side of closet and one shelf on the other side of the closet). Below all shelves are hanging rods. Single light with glass fixture.
- Ensuite bath, containing toilet and sink

Secondary Bedrooms

- Standard carpet with standard underlay
- Closet with double sliding doors, one interior shelf and hanging rod in each bedroom
- 2 bulb glass ceiling light fixture

Basement [Unfinished]

- Painted concrete floor slab
- Poured concrete walls covered half way down with insulation and drywall
- 1 single bulb light in the laundry area (pull string style), 1 single bulb light in the furnace/hot water tank area (pull string style) and 1 single bulb light at the base of the stairs (connected to light switch)

Schedule "1" (Continued)
Russell Condominium Corporation No. 6
Specifications

Laundry Area

- Contains washer and dryer connections
- Plastic laundry tub
- No shelving or cabinets
- Single bulb (uncovered pull string style)

Single Garage

- Asphalt floor
- Drywall covering walls that access the house and walls that are shared with neighbour.
- Single bulb (uncovered) connected to 2 switches
- Steel door with lock and deadbolt

Standard Features

Unless otherwise indicated herein, the following items shall simply be of standard quality and installation and in accordance with all relevant or applicable codes and regulations:

light switch and cover plates
electrical outlets and cover plates
plumbing
drains
insulation
ducting, venting and associated fans
door hardware
smoke detectors
vapour barrier
electrical wiring
paint
trim
cabinet hardware (bathroom(s) and kitchen)
door bells – front and back

Schedule "A"

RUSSELL CONDOMINIUM CORPORATION NO. 6

BY-LAW NO. 10

BE IT ENACTED as By-Law No. 10 (being a by-law respecting Directors' and Officers' Liability Insurance) of RUSSELL CONDOMINIUM CORPORATION NO. 6 (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.
DIRECTORS' AND OFFICERS' LIABILITY INSURANCE

The Corporation shall obtain and maintain Directors' and Officers' Liability Insurance, having coverage not less than the Corporation's General Liability Insurance, but otherwise on terms acceptable to the Board, subject to the following:

- (a) The policy shall provide for coverage on a full claims-made basis, (covering any claims made during the term of the policy arising out of any "wrongful act" since the registration of the Corporation on February 11, 1985). The policy shall therefore provide insurance protection for the actions of all past and present Directors and Officers of the Corporation;
- (b) The policy shall provide coverage on identical terms to all past and present Directors and Officers of the Corporation and they all shall be insureds under the policy. Without limiting the generality of the foregoing, the policy shall contain no exclusions which apply only to certain past or present Directors and Officers of the Corporation, and therefore not to all past or present Directors of the Corporation;
- (c) The Corporation shall be an insured under the policy, and the coverage shall extend to any claims under the policy for which the Corporation may be required to afford indemnity under the provisions of the Act and/or the Corporation's by-laws;
- (d) The policy shall not specifically exclude coverage for claims asserted by the Corporation;
- (e) The policy shall include coverage for all claims related to alleged violations of the Human Rights Code and all costs related to the corporation's response or defense to such allegations;
- (f) A copy of this by-law shall be provided to the Directors' and Officers' Liability Insurer and shall be attached to any application for Directors' and Officers' Liability Insurance;
- (g) The Corporation's manager, if any, may be included as an additional insured under the policy.

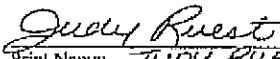
ARTICLE III.
MISCELLANEOUS

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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 30th day of June, 2004.

RUSSELL CONDOMINIUM CORPORATION NO. 6


Print Name: JUDY RUEST
Print Title: SECRETARY.

I have authority to bind the Corporation

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