

**FILE COPY**

Condominium Act

CERTIFICATE

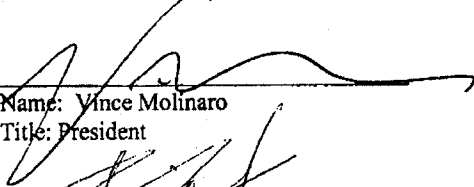
HALTON STANDARD CONDOMINIUM CORPORATION NO. 504

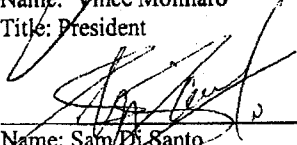
hereby certifies that the By-law Number 1 attached hereto was made in accordance with the Condominium Act, being Chapter 19, Statutes of Ontario, 1998, and any amendments thereto, the Declaration and the By-laws of the Corporation, and that the said By-law Number 1 has not been amended and is in full force and effect.

DATED at Hamilton, Ontario, this 11<sup>th</sup> day of August, 2006.

HALTON STANDARD CONDOMINIUM CORPORATION NO. 504

PER:

  
Name: Vince Molinaro  
Title: President

  
Name: Sam Di Santo  
Title: Vice-President

We have the authority to bind the Corporation

**BY-LAW NO. 1**

**HALTON STANDARD CONDOMINIUM CORPORATION NO. 504**

Be it enacted as a By-law of Halton Standard Condominium Corporation No. 504 (the "Corporation") as follows:

**ARTICLE I - DEFINITIONS**

The terms used herein shall have ascribed to them the definitions contained in the Condominium Act, S.O. 1998, ch. 19, as amended (the "Act") and the Declaration registered in the Land Registry Office for the Land Titles Division of Halton (No. 20) as Instrument Number HR503836 (the "Declaration").

**ARTICLE II - SEAL**

The corporate seal of the Corporation shall be in the form impressed hereon.

**ARTICLE III • RECORDS TO BE KEPT BY THE CORPORATION**

**1. Records to be Maintained**

The Corporation shall maintain the following records:

- (a) a copy of the Declaration, description and By-laws as registered,
- (b) a copy of all rules,
- (c) minutes and records of all meetings of Directors or owners and a copy of all resolutions passed by the Board of Directors or the owners,
- (d) a copy of all notices sent on behalf of the Corporation,
- (e) a copy of all contracts, easements, licences, leases and other documents to which the Corporation is a party or which otherwise relate to the Corporation,
- (f) the names and addresses of all owners and chargees who have notified the Corporation of their respective entitlement to vote and of an address for service,
- (g) the names and addresses of all directors and officers and the date upon which their terms of office commence and end,
- (h) the names of all tenants of units,
- (i) a copy of all financial statements, financial reports, business records, receipts and disbursements on account of common expenses, budgets and special assessments.

**2. Records to be Provided to Owners and Chargees**

The Corporation shall provide to owners and chargees the following records:

- (a) a copy of the financial statements and a copy of the auditor's report shall be furnished to every owner and chargee entered on the register when they are available,

(b) a copy of the minutes of meetings of members of the board shall within thirty days of the date of such meeting be furnished to each owner and chargee who has requested same,

(c) the books, records and papers of the Corporation shall at all times upon reasonable notice be made available during business hours for inspection by any owner or chargee, and

(d) additional copies of the Declaration, By-laws and rules shall be made available to any owner or chargee, upon request, at a reasonable cost.

#### ARTICLE IV THE CORPORATION

##### 1. Duties of the Corporation

The duties of the Corporation shall include, without limitation, the following:

(a) operator, care, upkeep, maintenance and repair of the common elements and assets of the Corporation,

(b) collection from the owners of the common expenses contributions and the cost of hydro consumed within the units,

(c) arranging for the supply of gas, electricity, water and other utilities to the property except where the Corporation is prevented from carrying out such duty by reason of any event beyond the reasonable control of the Corporation; if any apparatus or equipment used in effecting such supply of gas, electricity, water or other utility at any time becomes incapable of fulfilling its function or is damaged or destroyed, the Corporation shall have reasonable time within which to repair or replace such apparatus and the Corporation shall not be liable for indirect or consequential damages or for damages for personal discomfort or illness by reason of such breach of duty,

(d) obtaining and maintaining insurance for the property as may be required,

(e) repairing and restoring of the common elements in accordance with the provisions of the Act, the Declaration and the By-laws,

(f) obtaining and maintaining fidelity bonds where obtainable, in such amounts as the Board may deem reasonable, for such officers and Directors or employees as are authorized to receive or disburse any funds on behalf of the Corporation,

(g) causing audits to be made after every year end and making auditor's statements available to the owners and chargees as required,

(h) preparation of an estimated budget in accordance with Article XI hereof,

(i) keeping accurate accounts and sending to each owner an annual statement of income and expenditures in respect thereto and keeping such accounts open for inspection by owners,

(j) establishing and maintaining one or more reserve funds in accordance with the Act,

(k) effecting compliance with the Act, the Declaration, the By-laws and the rules from time to time,

(l) preparing status certificates as required by the Act,

(m) employing and dismissing personnel necessary for the maintenance and operation of the common elements,

(n) preparing budgets and maintaining complete and up-to-date corporate records of all meetings, and

(o) delivering all notices required by the Act, the Declaration or By-laws and calling and holding meetings as required.

### **Powers of the Corporation**

Subject to the Act, the powers of the Corporation shall include, without limitation, the following:

- (a) employment and dismissal of personnel necessary for the maintenance and operation of the common elements,
- (b) adoption and amendment of rules concerning the operation and use of the property,
- (c) employing a manager at a compensation to be determined by the Board to perform such duties and services as the Board shall authorize,
- (d) obtaining and maintaining fidelity bonds for any manager where deemed necessary by the Board and in such a manner as the Board may deem reasonable,
- (e) investing the reserve funds held by the Corporation provided that such investments shall be those permitted by the Trustees Act, R.S.O. 1990 and any amendments thereto, and convertible into cash in not more than ninety days,
- (f) settling, adjusting, compromising or referring to arbitration or to the courts any claim or claims which may be made upon or which may be asserted on behalf of the Corporation,
- (g) retaining and holding any securities or other property, whether real or personal, which shall be received by the Corporation in the form received, whether or not the same is authorized by any law, present or future, for the investment of trust funds,
- (h) selling, conveying, exchanging, assigning or otherwise dealing with any personal property and, if authorized by special by-law in accordance with the Act, real property, at any time owned by the Corporation at such price, on such terms and in such manner as the Corporation deems advisable and to do all things and execute all documents required to give effect to the foregoing,
- (i) as agent of the owners, if authorized to do so by special By-law, leasing any part or parts of the common elements, except any common elements over which any owner has the exclusive use.

### **ARTICLE V - MEETING OF OWNERS**

#### **1. Annual Meeting**

The annual meeting of the owners will be held at such place within the City of Hamilton at such time and on such day in each year as the Board may from time to time determine, for the purpose of hearing and receiving the reports and statements required by the Act and the By-laws of the Corporation to be read at and laid before the owners at an annual meeting, electing Directors and appointing the auditor and fixing or authorizing the Board to fix his remuneration and for the transaction of such other business as may properly be brought before the meeting. Not more than fifteen months shall elapse between the dates of two successive annual general meetings. The first annual general meeting of owners shall be called within six months of the date of registration of the Declaration.

#### **2. Special Meeting**

The Board shall have the power at any time to call a special meeting of the owners to be held at such time and at such place within the said municipality as may be determined by the Board. The Board shall, upon receipt of a requisition in writing made by persons representing at least fifteen percent of the units, call and hold a meeting of the owners within thirty days of receipt of such requisition. If the meeting is not called and held within thirty days of receipt of the requisition, any of the requisitioners may call the meeting and in such case the meeting shall be held within sixty days from receipt of the requisition.

### **3. Notices**

Notice of every meeting of the owners shall be in writing specifying the place, the date and the hour hereof and the nature of the business to be presented and shall be given not less than ten days before the day on which the meeting is to be held, to the auditor of the Corporation and to each owner and chargee who is entered on the record at the date of giving of such notice. The Corporation shall not be obliged to give notice to any chargee who has not notified the Corporation that he has become a chargee and has been authorized or empowered in his charge to exercise the right of the chargor to vote.

### **4. Persons Entitled to be Present**

The only persons entitled to attend a meeting of owners shall be the owners and chargees entered on the record, and the spouses of such owners and any others entitled to vote thereat, the auditors, Directors, officers, accountants and solicitors of the Corporation, a representative of the manager of the property and others who, although not entitled to vote, are entitled or required under the provisions of the Act or by By-laws to be present at the meeting. Any other person may be admitted only on the invitation of the chairman of the meeting or with the consent of the meeting.

### **5. Quorum**

Unless otherwise provided in the Act, at any meeting of owners, a quorum shall be constituted when persons entitled to vote and together representing not less than thirty-three and one-third percent of the residential units are present in person or represented by proxy at such meeting. If thirty minutes after the time appointed for the holding of any meeting of owners, a quorum is not present, the meeting shall be dissolved.

### **6. Right to Vote**

At each meeting of owners, every owner of a residential unit shall be entitled to vote who is entered on the record as an owner or has given notice to the Corporation in a form satisfactory to the chairman of the meeting that he is the owner. If a unit has been charged, the owner who is the chargor of such unit (or his proxy) may nevertheless represent such unit at meetings and vote in respect thereof unless the chargee shall notify the Corporation and the owner of its intention to exercise the right to vote at least two days before the date specified in the notice for the meeting. Any dispute over the right to vote shall be resolved by the chairman of the meeting upon such evidence as he may deem sufficient. The number of votes to which each such owner or chargee is entitled shall be one vote for each residential unit.

### **7. Method of Voting**

At any general or special meeting, any question shall be decided by a show of hands unless a poll is demanded by an owner or chargee present in person or by proxy, and unless a poll is so demanded, a declaration by the chairman that such question has by the show of hands been carried is prima facie proof of the fact without proof of the number of votes recorded in favour of or against such question; provided, however, that voting for the election of Directors shall be by ballot only.

### **8. Representatives**

An executor, administrator, committee of a mentally incompetent person, guardian or trustee (and where a Corporation acts in such capacity any person duly appointed a proxy for such Corporation) upon filing with the secretary of the meeting sufficient proof of his appointment, shall represent the owner or chargee at all meetings of the owners and may vote in the same manner and to the same extent as such owner or chargee. If there be more than one executor, administrator, committee, guardian or trustee, the provisions of paragraph 10 of this Article shall apply.

## **9. Proxies**

Every owner or chargee entitled to vote at meetings of owners may by instrument in writing appoint a proxy who need not be an owner or chargee to attend and act at the meeting in the same manner, to the same extent and with the same power as if the owner or chargee were present at the meeting. The instrument appointing a proxy shall be in writing signed by the appointee or his attorney authorized in writing. The instrument appointing a proxy shall be deposited with the secretary of the meeting before any vote is cast under its authority.

## **10. Co-Owners**

If a unit or a charge on a unit is owned by two or more persons, any one of them present or represented by proxy may in the absence of the other or others vote but if more than one of them are present or represented by proxy and more than one of them vote, they shall vote in the same way, failing which, the vote for such unit shall not be counted.

## **11. Vote to Govern**

At all meetings of owners, every question shall be decided by a majority of the votes duly cast on the question or such other proportion as may be otherwise required by the Act, the declaration or the By-laws.

# **ARTICLE VI - BOARD OF DIRECTORS**

## **1. Management**

The affairs of the Corporation shall be managed by the Board

## **2. Quorum**

Until changed by a By-law, the number of Directors shall be three of whom a majority shall constitute a quorum for the transaction of business at any meeting of the Board. Notwithstanding vacancies, the remaining Directors may exercise all the powers of the Board so long as a quorum of the Board remains in office.

## **3. Qualifications**

Each Director shall be eighteen or more years of age. No Director need be the owner of a unit.

## **4. Election and Term**

The Directors of the Corporation shall be elected in rotation and shall be eligible for re-election. At the first meeting of the owners held to elect Directors, one Director shall be elected to hold office for a term of one year; one Director shall be elected to hold office for a term of two years; and one Director shall be elected to hold office for a term of three years. If more than one of such Directors whose terms are not of equal duration shall resign or be removed from the Board prior to the expiration of their respective terms, and shall be replaced at a meeting of owners called for that purpose, the Director(s) receiving the greater votes shall complete the longest remaining terms of the resigning Directors. At each annual meeting thereafter, a Director shall be elected for a term of three years to replace the retiring Director.

## **5. Calling of Meetings of the Board of Directors**

Meetings of the Board shall be held from time to time at such place and at such time and on such day as the President or any two Directors may determine and the secretary shall call meetings when directly authorized by the President or by any two Directors. Not less than 48 hours notice is to be given to the Directors of a meeting. Unless otherwise provided in the By-laws, notice of any meeting so called shall be given in accordance with Article X save that no notice of a

meeting shall be necessary if all the Directors are present and consent to the holding of such meeting or if those absent have waived notice of the meeting or otherwise signified in writing their consent to the holding of such meeting.

#### **6. Regular Meetings**

The Board may appoint a day or days in any month or months for regular meetings at a place and hour to be named. A copy of any resolution of the Board fixing a place and time of regular meetings of the Board shall be sent to each Director forthwith after being passed but no other notice shall be required for any such meeting.

#### **7. First Meeting of New Board**

The Board may, without notice, hold its first meeting for the purpose of organization and the election and appointment of officers, immediately following the meetings of owners at which time the Directors or such Board were elected, provided a quorum of Directors is present.

#### **8. Protection of Directors and Officers**

No Director or officer shall be liable for the acts, neglect or default of any other director or officer or for the loss or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired by order of the Board for or on behalf of the Corporation or for the insufficiency or deficiency of any security in or upon which any of the monies of the Corporation shall be invested or for any loss or damage arising from the bankruptcy, insolvency or tortious act or any person with whom any of the monies, securities or effects of the Corporation shall be deposited or for any loss occasioned by an error of judgment or oversight on his part or for any other loss, damage or misfortune which might happen in the execution of the duties of his office or in relation thereto unless the same shall happen through his own dishonest or fraudulent act or acts.

#### **9. Indemnity of Directors and Officers**

Every Director or officer of the Corporation and his heirs, executors and administrators and other legal personal representatives shall at all times be indemnified and saved harmless by the Corporation from and against:

(a) any liability and all costs, charges and expenses which such Director or officer sustains or incurs in respect of any action, suit or proceedings that is brought, commenced or prosecuted against him for or in respect of anything done or permitted by him in respect of the execution and the duties of his office;

(b) all other costs, charges and expenses which he properly sustains or incurs in relation to the affairs of the Corporation.

The Corporation shall purchase and maintain insurance for the benefit of each Director or officer in order to indemnify him against any liability, cost or charge or expense (the "Liabilities") incurred by him in the execution of his duties provided that such insurance shall not indemnify him against the Liabilities incurred by him as a result of a contravention of Section 24 (1) of the Act.

#### **10. Removal of Directors**

Any Director may be removed before the expiration of his term by a vote of persons representing a majority of the residential units.

### **ARTICLE VII - OFFICERS**

#### **1. Elected Officers**

At the first meeting of the Board, after the election of Directors, the Board shall elect from among its members a President. In default of such elections the then incumbent President, if still a member of the Board, shall hold office until his successor is elected. A vacancy occurring from time to time in such office may be filled by the Board from among its members.

## **2. Appointed Officers**

From time to time, the Board shall appoint a secretary and may appoint one or more vice-presidents, a general manager, a treasurer and such other officers as the Board may determine, including one or more assistants to any of the officers so appointed. The officer so appointed may, but need not be, a member of the Board. One person may hold more than one office and if the same person holds both the office of secretary and office of treasurer, he may be known as secretary-treasurer.

## **3. Term of Office**

In the absence of written agreement to the contrary, the Board may remove, at its pleasure, any officer of the Corporation.

## **4. President**

The President shall, when present, preside at all meetings of the owners and of the Board and shall be charged with the general supervision of the business and affairs of the Corporation. Except when the Board has appointed a general manager or managing Director, the President shall also have the powers and be charged with the duties of that office.

## **5. Vice-president**

During the absence of the President, his duties may be performed and his powers may be exercised by the vice-president or if there are more than one, then by the vice-presidents, in order of seniority (as determined by the Board) save that no vice-president shall preside at a meeting of the Board or at a meeting of owners who is not qualified to attend the meeting as Director or owner, as the case may be. If a vice-president exercises any such duty or power, the absence of the President shall be presumed with reference thereto. A vice-president shall also perform such further duties and exercise such &other powers as the Board may prescribe.

## **6. General Manager**

Subject to the authority of the Board and the supervision of the President, the general manager, if one is appointed, shall be responsible for the general management and direction of the Corporation's business and affairs and shall have the power to appoint and remove any and all employees and agents of the Corporation not elected or appointed directly by the Board and to settle the terms of their employment and remuneration.

## **7. Secretary**

The secretary shall:

- (a) give, or cause to be given, all notices required to be given to the owners, Directors, chargees and all others entitled thereto,
- (b) attend meetings of the Directors and of the owners and enter or cause to be entered in books kept for that purpose minutes of all proceedings at such meetings,
- (c) be the custodian of all books, papers, records, documents and other instruments belonging to the Corporation, and
- (d) perform such other duties as may from time to time be prescribed by the Board.

## **8. Treasurer**

The treasurer shall:

- (a) keep or cause to be kept full and accurate books of account in which shall be recorded all receipts and disbursements of the Corporation and under the direction of the Board,



- (b) control the deposit of money, the safekeeping of securities and the disbursement of the funds of the Corporation,
- (c) at meetings of the Board or whenever the Board may require of him, render to the Board accounts of all his transactions as treasurer and of the financial position of the Corporation, and
- (d) perform such other duties as may from time to time be prescribed by the Board.

#### **9. Other Officers**

The duties of all other officers of the Corporation shall be such as the terms of their engagement call for or the Board requires of them. Any of the powers and duties of an officer to whom an assistant has been appointed may be exercised and performed by such assistant unless the Board otherwise directs.

#### **10. Agents and Attorneys**

The Board shall have power from time to time to appoint agents or attorneys for the Corporation with such powers of management or otherwise (including the power to sub-delegate) as the Board may, in its discretion, see fit.

### **ARTICLE VIII - BANKING ARRANGEMENTS AND CONTRACTS**

#### **1. Banking Arrangements**

The banking business of the Corporation or any part thereof shall be transacted with such bank or trust company as the Board may designate, appoint or authorize from time to time by resolution, and all such banking business or any part thereof shall be transacted on the Corporation's behalf by such one or more officers or other persons as the Board may designate, direct or authorize from time to time by resolution and, to the extent therein provided, including, without restricting the generality of the foregoing, the operation of the Corporation's accounts, the making, signing, drawing, accepting, endorsing, negotiating, lodging, depositing or transferring of any cheques, promissory notes, drafts, acceptances, bills of exchange and orders relating to any property of the Corporation, the execution of any agreement relating to any such banking business and defining the rights and powers of the parties thereto, and the authorizing of any officer of such banker to do any act or thing on the Corporation's behalf to facilitate such banking business.

#### **2. Execution of Instruments**

Transfers, assignments, contracts and obligations on behalf of the Corporation may be signed by the President or a Vice-President together with the Secretary or any other Director. Any contract or obligations within the scope of any management agreement entered into by the Corporation may be executed on behalf of the Corporation in accordance with the provisions of such management agreement. Notwithstanding any provisions to the contrary contained in the By-laws, the Board may at any time and from time to time direct the manner in which the person or persons by whom any particular transfer, contract or obligation or any class of transfer, contract or obligation of the Corporation may or shall be signed.

#### **3. Execution of Certificates**

Notices/Certificates provided pursuant to section 86 of the Act may be signed by any officer or any Director or the manager of the Corporation provided that the Board may by resolution direct the manner in which, and the person by whom, such certificates may or shall be signed.

### **ARTICLE IX - FISCAL YEAR**

Until otherwise ordered by the Board, the fiscal year (the "Fiscal Year") shall end as of the 31st day of December in each year or on such other day as the Board by resolution may determine (the "Fiscal Year End").

## **ARTICLE X • NOTICE**

### **1. Method of Giving Notice by the Corporation**

Any notice, communication or other document, including budgets and notices of assessments required to be given or delivered by the Corporation shall be sufficiently given if delivered personally to the person to whom it is to be given or if delivered to the address noted in the record or, if mailed by prepaid ordinary mail or registered mail in a sealed envelope addressed to him at such address or, if sent by means of wire or wireless or any other form of transmitted or recorded communication, to such address. Any notice, communication or other document to be given by the Corporation to any other person entitled to notice and who is not an owner shall be given or delivered to such person in the manner aforesaid to the address shown for him on the record. Such notice, communication or document shall be deemed to have been given when it is delivered personally or delivered to the address aforesaid; provided that a notice, communication or document so mailed shall be deemed to have been given on the second business day after it is deposited in a post office or public letter box and a notice sent by any means of wire or wireless or any other form of transmitted or recorded communication shall be deemed to have been given when delivered to the appropriate communication company or agency or its representative for dispatch.

### **2. Notice of the Board of Corporation**

Any notice, communication or other document to be given to the Board or Corporation shall be sufficiently given if mailed by prepaid ordinary mail or registered mail in a sealed envelope addressed to it at the address for service of the Corporation set out in the Declaration, or such other address as has been determined in accordance therewith. Any notice, communication or document so mailed shall be deemed to have been given when deposited in a post office or public letter box.

### **3. Omissions and Errors**

The accidental and unintentional omission to give any notice to anyone entitled thereto or the non-receipt of such notice or any error in any notice not affecting the substance thereof shall not invalidate any action taken at any meeting held pursuant to such notice or otherwise founded thereon.

## **ARTICLE XI - ASSESSMENT AND COLLECTION OF COMMON EXPENSES**

### **1. Duties of the Board Re Common Expenses**

The common expenses as specified in the Act and the Declaration shall be assessed by the Board and levied against the owners in the proportions in which they are required to contribute to the common expenses as specified in the Declaration. The Board shall, from time to time, and at least annually, prepare a budget for the property and determine by estimate the amount of common expenses for the next ensuing financial year or remainder of the current financial year, as the case may be. The Board shall allocate and assess such common expenses as set out in the budget for such period among the owners according to the proportions in which they are required to contribute as so specified.

### **2. Duties of the Board Re Reserve Fund**

In addition, the Board shall make provisions for the establishment and maintenance of one or more reserve funds in the annual budget for major repair and replacement of common elements and assets of the Corporation. The Corporation shall establish and maintain such fund or funds and shall collect from the owners as part of their contribution towards the common expenses amounts that the Board determines sufficient for such major repair and replacement calculated on the basis of expected repair and replacement costs and life expectancy of things comprising the common elements and assets of the Corporation. The Board shall advise each owner promptly in writing of the total amount of common expenses payable by each owner respectively and shall give copies of each budget on which such common expenses are based to all owners.

### **3. Owner's Obligations**

Each owner shall be obliged to pay to the Corporation, or as it may direct, the amount of common expenses assessed against each owner in equal monthly payments on the first day of each and every month until such time as a new assessment is given to such owner. If the Board so directs, each owner shall forward to the Corporation forthwith a number of post-dated cheques covering the monthly common expense payments payable during the period to which such assessment relates.

### **4. Extraordinary Expenditures**

Extraordinary expenditures not contemplated in any budget for which the Board shall not have sufficient funds and funds required to establish reserves for contingencies and deficits may be assessed at any time during the year in addition to the annual assessment by the Board giving notice of such further assessment setting out the reasons for the extraordinary assessment and such extraordinary assessment shall be payable by each owner within ten days after such notice has been given or within such further period of time and in such instalments as the Board may determine.

### **5. Transfer of Unit**

No owner shall be liable for the payment of any part of the common expenses assessed against his unit prior to a transfer of such unit but payable subsequent thereto provided that he has given notice of such assessment to the transferee of the unit.

### **6. Default in Payment of Assessment**

(a) Arrears of payments required to be made under the provisions of this Article XI shall bear interest at a rate equal to the aggregate of the prime rate from time to time charged by a Canadian chartered bank designated by the Board and five percent and shall be compounded monthly until paid and shall be deemed to constitute a reasonable charge incurred by the Corporation in collecting the unpaid amounts within the meaning of the Act.

(b) In addition to any remedies or liens provided by the Act, if any owner is in default in payment of a common expense assessed against him for a period of fifteen days, the Board may bring an action on behalf of the Corporation to enforce collection thereof and there shall be added to any amount found due all costs of such action including costs as between a solicitor and his own client.

## **ARTICLE XII - DEFAULT**

### **1. Notice of Unpaid Common Expenses**

The Board, whenever so requested in writing by any owner or chargee entered on the record, shall promptly report any then unpaid common expenses due from, or any other default, by any owner, and any common expenses assessed or other money claims by the Corporation against the owner, which are at least thirty days past due.

### **2. Notice of Default**

The Board, when giving notice of default in payment of common expenses or any other default to the owner of any unit, shall concurrently send a copy of such notice to each chargee of such unit who is entered on the record or who has requested that such notice be sent to him.

## **ARTICLE XIII - 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. Gender**

The use of masculine in this By-law shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural wherever the context so requires.

**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 part thereof may be varied, altered or repealed by a By-law passed in accordance with the provisions of the Act and the Declaration.

**ARTICLE XIV - RULES AND REGULATIONS**

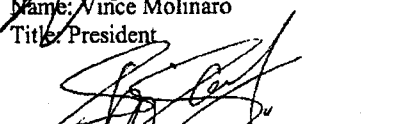
1. The rules and regulations attached hereto as Schedule "A" shall be observed by the owners and the term "Owner" shall include the owner or any other person occupying the unit with the owner's approval. Any amendments thereto shall be effected by a vote of the members of the Corporation, who, together, own a majority of the units.

The foregoing By-Law No. 1 is hereby enacted and passed by the Corporation and sealed with the corporate seal of the Corporation this 21<sup>ST</sup> day of August, 2006

HALTON STANDARD CONDOMINIUM CORPORATION NO. 504

PER:

  
Name: Vince Molinaro  
Title: President

  
Name: Sam Di Santo  
Title: Vice-President

We have the authority to bind the Corporation

**SCHEDULE "A"**  
**RULES**

**THE BAXTER**

The following Rules made pursuant to the Condominium Act, 1998, c. 19 shall be observed by all owners (collectively, the "Owners" and any other persons) occupying the Unit with the Owner's approval, including, without limitation, members of the Owner's family, his tenants, guests and invitees.

**1. GENERAL**

- (1) Any losses, costs or damages incurred by the Corporation by reason of a breach of any Rules in force from time to time by any Owner, or his family, guests, servants, agents or occupants of his Unit, shall be borne and/or paid for by such Owner and may be recovered by the Condominium Corporation (the "Corporation") against such Owner in the same manner as Common Expenses.
- (2) Use of the Common Elements and Units shall be subject to the Rules which the Board may make to promote the safety, security or welfare of the Owners and of the property or for the purpose of preventing unreasonable interference with the use and enjoyment of the Common Elements and of other Units;
- (3) Rules as deemed necessary and altered from time to time by the Corporation shall be binding on all Owners and occupants, their families, guests, visitors, servants or agents;
- (4) No animal, which is deemed by the Board or the property manager, in their absolute discretion, to be a nuisance shall be kept by any Owner in any Unit. Such Owner shall, within two (2) weeks of receipt of a written notice from the Board requesting the removal of such animal, permanently remove such animal from the Property. Notwithstanding the generality of the foregoing, no attack dogs shall be allowed in any Unit. No breeding of animals for sale shall be carried on, in or around any Unit;

**2. QUIET ENJOYMENT**

- (1) Owners and their families, guests, visitors, servants and agents shall not create nor permit the creation or continuation of any noise or nuisance which, in the opinion of the Board or the Manager, may or does disturb the comfort or quiet enjoyment of the Units or Common Elements by other Owners or their respective families, guests, visitors, servants and persons having business with them.
- (2) No noise shall be permitted to be transmitted from one Unit to another. If the Board determines that any noise is being transmitted to another Unit and that such noise is an annoyance or a nuisance or disruptive, then the Owner of such Unit shall at his expense take such steps as shall be necessary to abate such noise to the satisfaction of the Board. If the Owner of such Unit fails to abate the noise, the Board shall take such steps as it deems necessary to abate the noise and the Owner shall be liable to the Corporation for all expenses hereby incurred in abating the noise (including reasonable solicitor's fees).
- (3) No auction sales, private showing or public events shall be allowed in any Unit or the Common Elements;
- (4) Firecrackers or other fireworks are not permitted in any Unit or on the Common Elements;
- (5) Any repairs to the Units or Common Elements shall be made only during reasonable hours (8:00 A.M. TO 8:00 P.M.).

3. **SECURITY**

- (1) Owners shall supply to the Board the names of all residents and tenants of all dwelling Units;
- (2) Residents are to immediately report any suspicious person(s) seen on the property to the manager or its staff;

4. **SAFETY**

- (1) No storage of any combustible or offensive goods, provisions or materials shall be kept in any of the Units or Common Elements;
- (2) No propane or natural gas tank shall be kept in the Units or Exclusive Use Common Elements. Notwithstanding the foregoing, natural gas barbecues with quick disconnect shall be permitted;
- (3) Owners and occupants shall not overload existing electrical circuits;
- (4) Water shall not be left running unless in actual use;
- (5) Nothing shall be thrown out of the windows or the doors of the Units;
- (6) No barbecues may be used indoors, but are allowed on the balconies where permitted by the Fire Code.
- (7) No Owner or occupant shall do, or permit anything to be done in his Unit or bring or keep anything therein which will in anyway increase the risk of fire or the rate of fire insurance on any buildings, or on property kept therein, or obstruct or interfere with the rights of other Owners, or in any way injure or annoy them, or conflict with the laws relating to fire or with the regulations of the Fire Department or with any insurance policy carried by the Corporation or any Owner or conflict with any of the rules and ordinances of the Board of Health or with any statute or municipal by-law.

5. **COMMON ELEMENTS**

- (1) No one shall harm, mutilate, destroy, alter or litter the Common Elements or any of the landscaping work on the property, if any;
- (2) No sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the inside or outside of the buildings or Common Elements, whatsoever;
- (3) No awning, foil paper or shades shall be erected over, on or outside of the windows or patios or terraces without the prior written consent of the Board.
- (4) No equipment shall be removed from the Common Elements by, or on behalf of, any Owner or occupant of a Unit;
- (5) No antenna, aerial, tower, satellite dish or similar structure and appurtenance thereto shall be erected on or fastened to any Unit, or any portion of the Common Elements, except by the Corporation in connection with a common television cable system or otherwise as approved by the Board;
- (6) No outside painting shall be done to the exterior of the Units, railings, doors, windows, or any other part of the Common Elements;
- (7) The passageways and walkways which are part of the Common Elements shall not be obstructed by any of the Owners or occupants or used by them for any purpose

other than for ingress and egress to and from a Unit or some other part of the Common Elements;

- (8) Any physical damage to the Common Elements caused by an Owner or occupant, his family, guests, visitors, servants, or agents shall be repaired by arrangement and under the direction of the Board at the cost and expense of such Owner or occupant;
- (9) No mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any window or door;
- (10) No building or structure or tent shall be erected, placed, located, kept or maintained on the Common Elements and no trailer, either with or without living, sleeping or eating accommodations shall be placed, located, kept or maintained on the Common Elements;
- (11) Each pet owner must ensure that any defecation by such pet must be cleaned up immediately by the pet owner, so that the Common Elements are neat and clean at all times. Should a pet owner fail to clean up after his pet as aforesaid, the pet shall be deemed to be a nuisance, and the Owner of said pet shall, within two (2) weeks of receipt of written notice from the Board or the Manager requesting removal of such pet, permanently remove such pet from the property.
- (12) No window air conditioning units shall be permitted.

6. **RESIDENTIAL UNITS**

- (1) The toilets, sinks, showers, bath tubs and other parts of the plumbing system shall be used only for purposes for which they were constructed and no sweepings, garbage, rubbish, rags, ashes, or other substances shall be thrown therein. The cost of repairing damage resulting from misuse or from unusual or unreasonable use shall be borne by the owner who, or whose, tenant, family, guest, visitor, servant or agent shall cause it;
- (2) No Owner or occupant shall make any major plumbing, electrical, mechanical, structural or television cable alteration in or to his Unit without the prior consent of the Board;
- (3) No Owner shall overload existing electrical circuits in his Unit and shall not alter in any way the amperage of the existing circuit breakers in his Unit;
- (4) Units shall be used only for such purposes as provided for in the Corporation's Declaration and as hereinafter provided. No immoral, improper, offensive or unlawful use shall be made of any Unit. All municipal and other zoning ordinances, laws, rules and regulation of all government regulatory agencies shall be strictly observed;
- (5) No Owner shall permit an infestation of pests, insects, vermin or rodents to exist at any time in his Unit or adjacent Common Elements. Each Owner shall immediately report to the Manager all incidents of pests, insects, vermin or rodents and all Owners shall fully co-operate with the Manager to provide access to each Unit for the purpose of conducting a spraying program to eliminate any incident of pests, insects, vermin or rodents within the buildings.
- (6) All window coverings of every type must be white or light beige on their surface when facing towards the outside of the unit.

7. **GARBAGE DISPOSAL**

- (1) No Owner shall place, leave or permit to be placed or left in or upon the Common Elements any debris, refuse, garbage or recyclable material, nor shall he place or deposit same, except in such area(s) designated by the Corporation or the Property

Manager (the "Manager") as a central garbage depository. Such debris, refuse or garbage shall be contained in properly tied polyethylene or plastic garbage bags not exceeding twenty-five (25) pounds per bag in weight and shall be disposed of as directed by the Manager. Where such debris, refuse or garbage consists of large items, crates or cartons, the Owner shall arrange with the Manager or supervisor for disposal thereof and such crates or cartons shall not, in any event, be left outside the Unit.

8. **TENANCY OCCUPATION**

- (1) No Unit shall be occupied under a lease unless, prior to the tenant being permitted to occupy the Unit, the Owner shall have delivered to the Corporation a completed Tenant Information Form in accordance with Schedule 1 attached hereto, a duly executed Tenant's Undertaking and Acknowledgment in accordance with Schedule 2 attached hereto and an executed copy of the Application/Offer to Lease and the Lease itself;
- (2) In the event that the Owner fails to provide the foregoing documentation in compliance with paragraph (a) above prior to the commencement date of the tenancy, and in compliance with Section 87 of the Condominium Act (the "Act"), any person or persons intending to reside in the Owner's unit shall be deemed a trespasser by the Corporation until and unless such person or persons and the Owner comply with the within Rules and with the Act.
- (3) Within seven (7) days of ceasing to rent his Unit (or within seven (7) days of being advised that his tenant has vacated or abandoned the Unit, as the case may be), the Owner shall notify the Corporation in writing that the Unit is no longer rented;
- (4) The foregoing documentation shall be supplied promptly and without charge to and upon request for same by the Corporation;
- (5) All Owners shall be responsible for any damage or additional maintenance to the Common Elements caused by their tenants and will be assessed and charged therefor;
- (6) During the period of occupancy by the tenant, the Owner shall have no right of use of any part of the Common Elements; and
- (7) The Owner shall supply to the Board, his current address and telephone number during the period of occupancy by the tenant.

9. **PARKING**

For the purpose of these Rules, "motor vehicle" means a private passenger automobile, station wagon, compact van, or motorcycle as customarily understood,

- (1) No vehicles, equipment or machinery, other than motor vehicles shall be parked or left on any part of the Common Elements and without limiting the generality of the foregoing, no parking areas shall be used for storage purposes.
- (2) Parking is prohibited in the following areas:
  - (1) fire zones;
  - (2) traffic lanes;
  - (3) delivery and garbage areas; and
  - (4) roadways.



- (3) No servicing or repairs shall be made to any motor vehicle, trailer, boat, snowmobile, or equipment of any kind on the Common Elements without the express written consent of the Manager or the Board. No motor vehicle shall be driven on any part of the Common Elements other than on a driveway or parking space.
- (4) No motor vehicle, trailer, boat, snowmobile, mechanical toboggan, machinery or equipment of any kind shall be parked on any part of the Common Elements, nor in any Unit other than in a designated parking space but which provision shall not apply for the purposes of loading and unloading furniture, or other household effects of the Owners provided that the length of time where such parking is limited shall be no longer than is reasonably necessary to perform the service.
- (5) All motor vehicles operated by Owners must be registered with the Manager. Each Owner shall provide to the Manager the licence numbers of all motor vehicles driven by residents of that Unit.
- (6) No motor vehicle shall be driven on any part of the Common Elements at a speed in excess of the posted speed;
- (7) No person shall place, leave, park or permit to be placed, left or parked upon the Common Elements any motor vehicle which, in the opinion of the Manager or as directed by the Board, may pose a security or safety risk, either caused by its length of unattended stay, its physical condition or appearance or its potential damage to the property. Upon seventy-two (72) hours' written notice from the Manager, the Owner of the motor vehicle shall be required to either remove or attend to the motor vehicle as required and directed by the Manager, in default of which the motor vehicle shall be removed from the property at the expense of the Owner. If a motor vehicle is left standing in a parking space or upon the Common Elements and is unlicensed or unregistered with the Manager, the vehicle may be towed without notice to the Owner and at the Owner's expense.
- (8) Motorcycles shall be licensed and equipped with the most recent noise control devices and operated on the roadways and in a manner so as not to disturb the other Owners. Mopeds and bicycles shall be operated only on the road and in such manner as not to obstruct traffic. No mopeds and bicycles are permitted to be operated on sidewalks.
- (9) No unlicensed motor vehicle including mopeds and go-carts shall be driven within the property complex and no person shall operate a motorized vehicle within the complex without proper operating licence.
- (10) No person shall park or use a motor vehicle in contravention of these Rules, otherwise such person shall be liable to be fined or to have his motor vehicle towed from the property in which event neither the Corporation nor its agents shall be liable whatsoever for any damage, costs or expenses whatsoever caused to such motor vehicle or to the Owner thereof.

**SCHEDULE 1**

**Tenant Information Form**

**Halton Standard Condominium Corporation No. 504**

Unit \_\_\_\_\_, Level \_\_\_\_\_

Municipal Address:

Landlord's Name:

Landlord's Permanent Address:

Telephone:

Term of Lease: \_\_\_\_\_ years

Commencement Date:

Attach a copy of the application/offer to lease and the lease itself.

Tenant's Full Name:

Social Insurance Number:

Driver's License Number:

Vehicle Plate Number:

Number of Occupants: Adults \_\_\_\_\_, Children \_\_\_\_\_, Total \_\_\_\_\_

Adults Full Names: \_\_\_\_\_

Children's Full Names: \_\_\_\_\_ Age \_\_\_\_\_

\_\_\_\_\_ Age \_\_\_\_\_

Tenant's Present Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Employer:

Business Address:

Business Telephone Number:

Name of Nearest Relative:

Nearest Relative's Address:

Telephone:

DATED at Burlington this \_\_\_\_\_ day of \_\_\_\_\_, 200

\_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Tenant's Signature

**Schedule 2**

**Tenant's Undertaking and Acknowledgment**

**Halton Standard Condominium Corporation No. 504**

I/WE, \_\_\_\_\_, the undersigned, as tenant(s) of Unit \_\_\_\_\_, Level \_\_\_\_\_, (the "Unit"), according to Halton Standard Condominium Plan No. 504, do hereby agree and undertake on behalf of myself/ourselves and any resident or occupants of the said unit that I/We shall comply with the provisions of the Condominium Act, 1998, c. 19 and the Regulations made thereunder, and all subsequent amendments thereto, and also the Declaration, By-Laws and Rules of the said Halton Standard Condominium Corporation No. 504 (the "Corporation").

I/We acknowledge that I am /we are subject to the provisions contained in the said Act, Declaration, By-Laws and Rules of the said Corporation.

I/We further acknowledge receipt of the Declaration, By-Laws and Rules of the said Corporation.

I/We intend to occupy the Unit with the persons named above as our principal residence for the stated term of the Lease accompanying this Information Form and for no other purpose and I/we further acknowledge and agree that only those persons named herein will be entitled to reside in the Unit, subject always to my/our right to have guests and visitors from time to time in accordance with the Rules.

I/We further acknowledge that the Unit is restricted to a maximum of four persons.

I/We further acknowledge and understand that in the event that I/we or any occupant residing in the Unit contravenes the provisions of the Declaration, By-Laws and Rules of the Corporation, my/our tenancy may be terminated in accordance with the provisions of the Condominium Act.

DATED at Burlington this \_\_\_\_\_ day of \_\_\_\_\_, 200

\_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Tenant's Signature