

Document General

Form 4 — Land Registration Reform Act

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FOR OFFICE USE ONLY

(1) Registry Land Titles (2) Page 1 of _____ pages

(3) Property Identifier(s) Block 25806-0001 - Property 25806-0522 inc. Additional: See Schedule

(4) Nature of Document BY-LAW NO. 8 (The Condominium Act, 1998) **FILE COPY**

(5) Consideration _____ Dollars \$

(6) Description
All units and common elements comprising the property included in Halton Standard Condominium Corporation No. 504, in the City of Burlington, in the Regional Municipality of Halton, Land Titles Division of Halton (No. 20), being all of the PINs.

(7) This Document Contains: (a) Redescription New Easement Plan/Sketch (b) Schedule for: Description Additional Parties Other

CERTIFICATE OF RECEIPT
HALTON NO. 20 MILTON
[Signature] LAND REGISTRAR

Feb 21, 2008 9.23

New Property Identifiers

Additional: See Schedule

Executions

Additional: See Schedule

(8) This Document provides as follows:
See attached Certificate and By-Law No. 8.

Continued on Schedule

(9) This Document relates to instrument number(s) _____

(10) Party(ies) (Set out Status or Interest)

Name(s)	Signature(s)	Date of Signature
		Y M D
HALTON STANDARD CONDOMINIUM CORPORATION NO. 504		
By it's solicitors: SIMPSON WIGLE LLP	<i>[Signature]</i>	2008 02 19
Per: Ronald S. Danks		

(11) Address for Service c/o Summerhill Property Management, Suite 112, 100 Prudential Drive, Toronto, ON M1P 4V4

(12) Party(ies) (Set out Status or Interest)

Name(s)	Signature(s)	Date of Signature
		Y M D

(13) Address for Service _____

<p>(14) Municipal Address of Property 399 Elizabeth Street Burlington, ON</p>	<p>(15) Document Prepared by: Ronald S. Danks SIMPSON WIGLE LLP Barristers & Solicitors 400-21 King Street West P.O. Box 990 Hamilton, ON L8N 3R1</p>	<p style="text-align: center;">Fees and Tax</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Registration Fee</td> <td style="width: 50%;"></td> </tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </table>	Registration Fee							
Registration Fee										

FOR OFFICE USE ONLY

CERTIFICATE

HALTON STANDARD CONDOMINIUM CORPORATION NO. 504

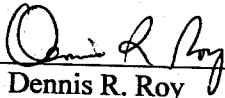
(known as the "Corporation") hereby certifies that :

1. The copy of By-law Number 8, attached as Schedule A, is a true copy of the By-law.
2. The By-law was made in accordance with the Condominium Act, 1998, and any amendments thereto, and the Declaration and the By-laws of the Corporation, and the said By-law No. 8 has not been amended and is in full force and effect.
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

Dated at Burlington, Ontario, this 18th day of January, 2008.

HALTON STANDARD CONOMINIUM CORPORATION NO. 504

Per: _____


Name: Dennis R. Roy

Title: Treasurer

I have authority to bind the Corporation.

HALTON STANDARD CONDOMINIUM CORPORATION NO.504

BY-LAW NO. 8

A By-Law amending the provisions of By-Law No. 1.

NOW THEREFORE BE IT ENACTED as a By-Law of the Corporation as follows:

1. By-Law No. 1, is hereby further amended by adding Article XII(a) which shall state:
“Tenants and Leasing
1.The Owner of a Unit, who leases the Unit or renews a lease of the Unit shall, within 30 days of entering into the lease or the renewal, as the case may be:
 - a) notify the Corporation that the Unit is leased;
 - b) provide the Corporation with the lessee’s name, the Owner’s address, and a copy of the lease or renewal or a summary of it in the form prescribed by the Minister;
 - c) provide the lessee with a copy of the Declaration, By-Laws and Rules of the Corporation.2. In the event that the Owner fails to provide the foregoing documentation prior to the commencement date of the tenancy, in compliance with Section 83(1) of The Condominium Act, 1998 (the “Act”), any person(s) intending to reside in the Owner’s Unit shall be deemed to be a trespasser by the Corporation until and unless such person(s) and the Owners comply with the Rules and the Act.
3. Within seven days of ceasing to lease/rent his Unit, or within seven days of being advised that his tenant has vacated or abandoned the Unit, the Owner shall notify the Corporation in writing that the Unit is no longer leased/rented.
4. 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.
5. During the period of occupancy by the tenant, the Owner shall have no right of use of any part of the Common Elements.
6. The Owner of a leased/rented Unit shall supply to the Corporation his current address and telephone number during the period of occupancy by the tenant.
7. Any Unit Owner leasing/renting his Unit shall provide their tenant with a copy of the Corporation’s Information and Rules and shall be responsible for obtaining a signature of

receipt, a copy of which shall be filed with the Corporation.

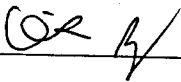
8. No owner shall rent/lease any Unit for a term or period of time less than twelve (12) months in duration without the express and written consent of the Board.”

2. By-Law No. 1, Article XIV, paragraph 1, is deleted in its entirety, and the following substituted therefor:

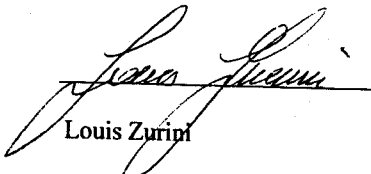
“ARTICLE XIV-RULES AND REGULATIONS

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.”

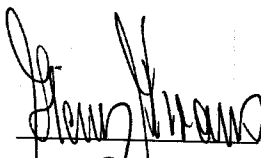
The foregoing By-Law no. 8 is hereby passed by the Directors of the Corporation pursuant to the Condominium Act of Ontario, as evidenced by the respective signatures hereto of a majority of the Directors of the Corporation, this 30 th day of October, 2007.



Dennis Roy
(Director)



Louis Zurini
(Director)



Heinz Kraus

(SEAL)

RULES

HALTON STANDARD CONDOMINIUM CORPORATION #504
399 Elizabeth Street, Burlington, Ontario L7R 0A4

The following Rules, made pursuant to the Condominium Act, 1998, c.19, shall be observed by all Residents of the Corporation.

Section 1 - GENERAL

1. These Rules do not supplant the requirements of The Condominium Act, 1998 and are intended only to enhance and improve the quality of life at the Baxter.
2. The headings in the body of the Rules form no part thereof, but shall be deemed to be inserted for convenience of reference only.
3. **Word Usage:** The use of the masculine gender in the Rules shall be deemed to include the feminine and neuter genders;
The use of the singular shall be deemed to include the plural wherever the context so requires.
4. **Waiver:** These Rules, and all of their conditions, restrictions, provisions and obligations, shall remain in full force and effect regardless of whether they are enforced or not in any given circumstance and they shall not be deemed to have been waived by the Corporation, regardless of the number of times that they are enforced or not.
5. **Minister:** For the purpose of these Rules, the term Minister shall mean the Minister of Government Affairs for the Province of Ontario.
6. **Resident:** For the purpose of these Rules, the term Resident shall include an Owner, an occupant and/or a tenant and their family members residing in the same Unit.
7. 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 Resident, or his family, guests, servants or occupants of his Unit, shall be borne and/or paid for by such Resident and may be recovered by the Corporation against such Resident in the same manner as Common Element fees.
8. The sidewalks, entrance, passageways, stairwells, lobby and driveways used in common by the residents shall not be obstructed by them or used for any purpose other than the regular ingress and egress to/from the building or Units.
9. No one shall harm, mutilate, destroy, alter or litter the Common Elements, any of the landscaping work or another Resident's Unit.

RULES

10. Nothing shall be removed from the Common Elements by, or on behalf of, any Resident.
11. No tent, building or structure shall be erected, placed, located, kept or maintained on any Common Element or Exclusive Use Common Element.
12. Units shall be used only for such purposes as provided in the Corporation's Declaration and hereinafter provided. No immoral, improper, offensive or unlawful use shall be made of any Unit or Common Element. All municipal by-laws and other government ordinances, laws, rules and regulations shall be strictly observed.
13. No Resident shall permit an infestation of pests, insects, vermin or rodents to exist in his Unit or Exclusive Use Common Element. Residents shall notify the Corporation of any such infestation in their Unit, Exclusive Use Common Element or Common Elements. Residents shall co-operate and provide access to their Unit for the purpose of conducting a spraying program to eliminate such infestation.

Section 2 - **QUIET ENJOYMENT**

1. Residents 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 Corporation may or does disturb the comfort or quiet enjoyment of the Units or Common Elements by other Residents or their respective families, guests, visitors, servants and persons having business with them.
2. No excessive noise shall be permitted to be transmitted from one Unit to another. If the Board determines that any excessive noise is being transmitted to another Unit and that such excessive noise is an annoyance, a nuisance or disruptive, then the Resident of such Unit shall take such steps as shall be necessary to abate such excessive noise to the satisfaction of the Board.
3. Musical instruments may be played with moderation and at reasonable times of the day.
4. The volume level of stereos, radios, televisions, etc. must be reasonable and consistent with the time they are being played.
5. No wholesale, retail or auction sales, private showing or public events shall be allowed in any Residential Unit or the Common Elements without the permission of the Corporation.
6. Firecrackers or fireworks of any kind are not permitted in/on any Unit, Exclusive Use Common Element or Common Elements.

RULES

7. Any repairs to the Units or Common Elements shall be made only between the hours of 8:00 a.m. to 8:00 p.m., Monday to Saturday, except emergency repairs with the Corporation's approval.

Section 3 - **SECURITY**

1. Owners shall supply to the Board the names of all residents and/or tenants of all dwelling Units.

Section 4 - **SAFETY**

1. The storage of hazardous materials and/or combustible liquids will not be allowed within any Unit, Exclusive Use Common Element or Common Elements. The exception to this rule would be for regular single individual use amounts of normal household liquids such as lighter fluid, lamp oil, varsol, etc. No hazardous materials and/or combustible liquids shall be transported and/or stored in/on any vehicle within any part of the parking garage or covered outside parking area.
2. No barbeques will be allowed within any Unit or Common Element, except on the 9th floor Common Element terrace, where a natural gas barbeque is provided for the use and enjoyment of all residents.

Note: Residents should be aware that *"the Burlington Fire Department does not give approval for balcony barbequing due to the following concerns:*

- a) *Potential for leakage of gas and extensive fire spread from any leakage;*
 - b) *Lack of proper electrical outlets on balconies and the need to use extension cords, which cause associated hazards;*
 - c) *Potential for the spread of hot embers from charcoal barbeques with wind conditions;*
 - d) *Extreme difficulty for firefighters to access balconies to extinguish (any) fire and the ability for fire to rapidly spread into the building through windows and doors.*
 - e) *Smoke from the barbeque can migrate into adjacent Units causing discomfort, concerns and problems for other residents.*
 - f) *Smoke may also enter through windows, doors or air intakes and cause preventable false alarms (from) smoke alarms installed in the building."*
3. Keeping in mind the advice from the Burlington Fire Department (*above in italics*) and the inherent dangers of barbeques, propane barbeques only will be permitted at the Baxter and only on terraces. In order to use a barbeque the following conditions must be followed:

RULES

- a) Barbeque users must ensure that regular maintenance is carried out as outlined by the manufacturer of their barbeque.
 - b) Barbeque users will be responsible for any and all Cost Recovery Fees imposed by the Burlington Fire Department resulting from any problem assessed to their barbeque.
 - c) Barbeques must be located so that no portion of said barbeque is closer than 25' (twenty five feet) to any part of the building.
 - d) Barbeque users will be responsible for any and all damages howsoever caused by their barbeque.
 - e) Barbeque users must provide to the Corporation a copy their personal condominium insurance policy, within 30 days of the effective date of these rules, outlining that they are covered for any damages howsoever caused by their barbeque and that the Corporation or any other person will not be held liable for any costs related to said damages.
 - f) The only Units allowed to have barbeques will be Units 1202, 1201, 1104, 1103, 1102, 1101, 906, 905, 902, 706, 214, 213, 212, 211, 203, 202 and 201 which have terraces large enough. If the Baxter's insurance premium is increased due to allowing barbeques at the Baxter, the premium increase will be assessed to the owners of all of these Units in equal amounts.
 - g) Any costs, fees and/or damages assessed, due to the use of barbeques, may be recovered by the Corporation against such owner, in the same manner as Common Element fees.
4. Residents shall not overload existing electrical circuits.
 5. Water shall not be left running unless in actual use.
 6. Nothing, including smoking materials, shall be thrown out of windows or doors or from balconies and terraces.
 7. No Resident shall do, or permit anything to be done in his Unit or bring or keep anything therein which will in any way increase the risk of fire or the rate of insurance on any buildings, or on property kept therein, or obstruct or interfere with the rights of other Residents, 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 Resident or conflict with any of the rules and ordinances of the Board of Health or with any statute or municipal by-law.
 8. Natural Christmas trees are not permitted in any Unit, Exclusive Use Common Element or on the Common Elements in the building.
 9. We are required by law to conduct an annual inspection of all fire detectors and speakers in Units, usually with a Fire Department official. You will be advised beforehand when this inspection is to take place. If you will not be present,

RULES

when it is scheduled, the Corporation will require a signed entry permission form in order that the inspection may be completed.

Section 5 - KEYS and ACCESS to UNITS

1. No Resident may change or re-key the lock on his Unit door without the permission of the Board. The Resident shall provide the Corporation with a key to the new or re-keyed lock.

Section 6 - ODOUR

1. No one shall permit the continuation of any odour, which, in the opinion of the Corporation, may disturb other Residents, his or her families, guests and visitors.

Section 7 - SMOKING

1. All Common Elements within the building are designated **Non-smoking** areas.
2. Each Unit's Exclusive Use Common Elements (balconies and/or terraces) and the Common Element terrace on the 9th floor will allow smoking. However do not throw any smoking material off of these areas. The Owner of any of these smoking areas must provide adequate and approved smoking receptacles (ashtrays, etc.) and these receptacles must be used.

Section 8 - GARBAGE and RECYCLING

1. Garbage of any kind must not be left in or on the Common Elements.
2. Large items, such as furniture, etc., are to be disposed of by making pickup arrangements with the Property Manager for disposal.
3. All materials for recycling are to be sorted and placed in the appropriate blue bins in the Recycling Room on the main floor. Cardboard, that may be too large for the bins, is to be flattened, tied and stacked in a corner of the Recycling Room.
4. All household garbage must be contained in tied plastic bags (no larger than 25 pounds) and put into a garbage chute located near the elevators on each residential floor. To promote conservation, please sort and recycle as much unwanted material as possible.

RULES

5. No garbage is to be left in the garbage chute rooms. Every effort should be made to NOT use the garbage chutes from 11:00 p.m. to 7:00 a.m.

Section 9 - UNDERGROUND and ABOVEGROUND PARKING

1. Each parking space shall be used for the purpose of parking a maximum of two (2) motor vehicles as defined by the Declaration. However the use of tandem parking spaces for the parking of motor vehicles is set out and stipulated in the Declaration and is dealt with separately in that document.
2. Parking spaces are not to be used for storage of bicycles, boxes, etc.
3. Size of vehicles must not exceed 2m (6.5ft) in height.
4. Parking is prohibited in all designated Fire Routes.
5. Parking is only allowed in marked parking spaces and vehicles must be parked within the marked lines and not protrude beyond the parking space perimeter.
6. Parking in designated handicap parking spaces is by valid permit only, which must be clearly visible.
7. All vehicles using the underground parking areas must be registered with the Corporation.
8. Any vehicle, posing a security or safety risk in the opinion of the Corporation, may be required to be moved. In such case the Corporation shall endeavour to provide a written notice to the Resident to either attend to the vehicle or remove it.
9. Any vehicle, that does not meet the requirements set out in these rules, may be removed from the premises at the Resident's expense.
10. No repairs shall be made to any vehicle while parked at the Baxter, except emergency repairs. Vehicles must be in good working order and shall not leak fluids onto the parking spaces.
11. There shall be no riding of bicycles, tricycles, skateboards, inline skates, etc. within the underground and/or aboveground parking areas.
12. All vehicles shall be driven slowly, carefully and with headlights on.
13. Obey all parking restriction signs.

RULES

Section 10 - **BICYCLES**

1. Bicycles are only permitted in the designated Bicycle Rooms or within lockers on underground parking Levels P1 or P2. Bicycles must only enter and/or exit through the garage door.
2. The Corporation shall allocate bicycle storage spaces and the use of such is on the complete understanding and agreement that the Corporation shall not be liable for any loss or damage to any items left in the Bicycle Room, including bicycles and/or equipment.
3. Bicycles shall not be chained or fastened to any pipes, metal objects or any other devices located in/on Levels P1 or P2.
4. No bicycles shall be stored anywhere on residential floors.

Section 11 - **PETS**

1. Pets are defined as dogs, cats, small caged birds (budgies, canaries) or other animals and small fish (goldfish, tropical fish).
 - a) A dog must be no larger than twenty-five pounds.
 - b) No attack dogs or other animals shall be kept in any Unit.
2. All cats or dogs must be registered with the Corporation.
3. Any Resident in any Residential Unit shall keep no animal, which is deemed by the Corporation, in its absolute discretion, to be a nuisance. Such Resident shall, within two weeks of receipt of a written notice from the Corporation requesting the removal of such animal, permanently remove such animal from the property.
4. Owners of cats or dogs shall ensure that their pet(s) is (are) licensed and vaccinated as required by the local municipality.
5. No pet owner shall permit his or her pet to make excessive noise or offensive odor.
6. All pets, while in the Common Elements, shall be on a leash or carried. No pets are allowed on the 9th floor Common Element Terrace.
7. Pet owners shall assure that any animal feces and/or urine, left by their pet, be cleaned thoroughly and immediately in all Common Element areas.

RULES

8. Pet litter shall be secured in a plastic bag and disposed of with household waste down the garbage chute.
9. Should the Corporation be required to clean up animal waste or repair any damage caused by pets, resident pet owners will be charged the full cost of such activities, collected in the same manner as Common Element fees.

Section 12 - **BALCONIES and TERRACES**

1. No one shall attempt to enclose, screen or otherwise alter an Exclusive Use Common Element balcony or terrace area.
2. No awnings, shades or other installation or structure shall be erected outside the windows, doors, balconies or terraces without the prior written permission of the Corporation.
3. Nothing shall be placed so that it projects beyond the railing. Christmas (or other occasion) lights may be used on railings but must be securely wound around the railing or securely fastened with cable ties, plastic ties or cord but not with any type of tape.
4. No Resident shall permit any items to be blown, thrown or in any manner fall from balconies and/or terraces.
5. No mops, brooms, dusters, rugs, bedding or the like shall be shaken or beaten from a balcony or terrace.
6. Balconies and/or terraces shall not be used for storage except for normal balcony or terrace furniture.
7. Residents shall ensure that no water drips on Units below when watering plants or washing balcony and/or terrace floors.
8. Residents shall not hang Christmas (or other occasion) lights or decorations on ceilings and/or walls on balconies or terraces.
9. No barbeques, of any kind, shall be used on any balcony.

Section 13 - **WINDOWS**

1. No awnings or shades shall be erected over the outside of any window.
2. Windows shall not be altered in any way so as to change their appearance from the street.

RULES

3. All window coverings (drapes, blinds, verticals, etc.) shall appear white or off-white from the street.
4. Residents shall not alter the general outside appearance of the building as viewed from the street.

Section 14 - **SIGNS and BROCHURES**

1. No sign, advertisement, brochure or notice shall be inscribed, affixed or placed on any part of the Common Elements without the prior written consent of the Corporation.
2. No advertisements, brochures or notices shall be distributed or circulated to the Units without the prior written consent of the Corporation.
3. Real Estate signage for Open Houses shall be in the form of an "A" frame sign placed close to the building outside. The Real Estate broker shall provide two persons for an Open House. One person shall escort and stay with a visitor to and from the Unit for sale. Another person shall greet and stay with other visitors in the Lobby while waiting to visit the Unit for sale.

Section 15 - **ANTENNAS**

1. Antennas, whether dish, array, cable, dipole or any other type, shall not be erected or attached to any Unit, Exclusive Use Common Element or Common Element.

Section 16 - **BUSINESS**

1. No auction sale or any other type of sale shall be held on Corporation property, unless that such sale is for the benefit of the Corporation and has prior written permission from the Corporation.
2. Non-residents shall not use any Unit, in whole or in part, for any commercial or professional purpose that requires access to the building.
3. No promotion or sale of any merchandise shall be allowed in a Unit or Common Element without the prior written permission of the Corporation except for items for sale by a resident and advertised on the Lobby bulletin board.

Section 17 - **ELEVATORS**

RULES

1. The moving of household furniture and effects in or out of the Baxter, which requires that an elevator be put on 'Service', must be arranged with the security guard or Corporation at least 24 hours prior to the move taking place.
2. There shall be no moving of furniture, appliances or other large items in or out of the building on Sundays and/or statutory holidays or before 8:00 a.m. or after 8:00 p.m. Monday through Saturday, except with the prior written approval of the Corporation. All large items shall be moved through the rear service door and not through the front lobby.
3. Moving of small pieces of furniture or other items that can be easily handled by one person shall be allowed outside of the aforementioned restrictions but must not be moved out the front door.
4. Residents shall be responsible for any damage to the Common Elements as a result of moving any of their belongings.

Section 18 - **INSURANCE**

See "Useful INFORMATION For All Residents".

Section 19 - **WATER**

1. Toilets, sinks, drains, and any other water apparatus shall only be used for the purposes for which they were designed and installed.
2. Any damage resulting from misuse shall be borne by the Owner in whose Unit the damage originated.

Section 20 - **TRADESMEN**

1. Repairs and alterations, by tradesmen, to Units shall be made during reasonable hours (8:00 a.m. to 8:00 p.m., Monday to Saturday).
2. No Resident or occupant shall make any major plumbing, electrical, mechanical or structural alteration (including television or security cable alterations) without the prior written consent of the Board.

Section 21 - **LOCKERS**

1. No electrical outlets or extension cords are permitted in lockers.

RULES

2. Each locker unit shall be used exclusively for the storage of non-combustible material and for no other use.
3. No items shall be left or stored in the areas outside the lockers.

Section 22 - TENANTS and LEASING/RENTING

1. The Owner of a Unit, who leases the Unit or renews a lease of the Unit shall, within 30 days of entering into the lease or the renewal, as the case may be:
 - a) notify the Corporation that the Unit is leased;
 - b) provide the Corporation with the lessee's name, the Owner's address and a copy of the lease or renewal or a summary of it in the form prescribed by the Minister;
 - c) provide the lessee with a copy of the Declaration, By-laws and Rules of the Corporation.
2. In the event that the Owner fails to provide the foregoing documentation prior to the commencement date of the tenancy, and in compliance with Section 83(1) of the Condominium Act 1998, (the "Act"), any person(s) intending to reside in the Owner's Unit shall be deemed to be a trespasser by the Corporation until and unless such person(s) and the Owners comply with the Rules and the Act.
3. Within seven days of ceasing to lease/rent his Unit, or within seven days of being advised that his tenant has vacated or abandoned the Unit, the Owner shall notify the Corporation in writing that the Unit is no longer leased/rented.
4. 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 therefore.
5. During the period of occupancy by the tenant, the Owner shall have no right of use of any part of the Common Elements.
6. The Owner of a leased/rented Unit shall supply to the Corporation, his current address and telephone number during the period of occupancy by the tenant.
7. Any Unit Owner leasing/renting their Unit shall provide their tenant with a copy of the Corporation's Information and Rules and shall be responsible for obtaining a signature of receipt, a copy of which shall be filed with the Corporation.

Section 23 - AMENITY AREAS

1. Each Resident's Pass Card will allow access to the Amenity areas. Under no circumstances shall a Pass Card be given to a non-resident.

RULES

2. Use of these amenities may be interrupted from time to time for maintenance and/or cleaning.
3. Pets and smoking shall not be allowed within these amenity areas.
4. Any food, beverages and/or any garbage or recyclable materials must be properly removed and disposed of, and the amenity areas must be neat and clean when you leave.
5. Residents, tenants and their guests agree to abide by the Rules established by the Board for the operation of these facilities. Failure to do so may result in a suspension or revocation of access and/or use privileges.
6. Breach of any Rule, as enforced from time to time, by a Resident, his family, guests, servants, agents or occupants of their Unit, which results in any loss, costs or damage incurred to the Corporation, shall be borne by such Resident, and may be recovered by the Corporation against such Resident, in the same manner as Common Element fees.
7. **Party/Billiard/TV Room (Main Floor):**
 - a) This room shall be available for use by the Residents and their guests upon reservation for special occasions under such terms and conditions established by the Corporation from time-to-time. All furnishings and equipment including the pool cues, balls etc. must be returned to their proper storage location.
 - b) Standard earliest reservation start time is 9:00 AM. Unless used for reserved and approved events, the Party/Billiard/TV room shall be open to all residents, daily from 9:00 a.m. to 12:00 midnight.
 - c) The Party/Billiard/TV room is for the occasional use of all residents. Organized clubs or social events where a fee or cover charge is collected from participants, to the exclusion of any resident, are not permitted.
 - d) No resident may reserve the Party/Billiard/TV room in advance more than twice annually, except that additional requests may be submitted to the Property Manager to be held for review no sooner than one month prior to the requested additional event.
 - e) The Property Manager, acting as an agent of the Corporation, shall be responsible for the administration of the rental agreement and the enforcement of Rules respecting the Party/Billiard/TV room.
 - f) The Property Manager shall be advised at the time of booking of:
 - i. The estimated number of guests.
 - ii. The nature of the function.
 - iii. Whether it is predominantly a "youth" function.
 - iv. Any other information required by the Corporation as contained in the rental agreement.
 - g) The Corporation shall determine whether a security guard, selected by the Corporation is required to be present at the function, at the lessee's expense.

RULES

- h) The maximum number of guests in attendance shall not exceed the limit, as determined by municipal and provincial regulations.
- i) The fees specified in the rental agreement shall be payable by cheque or money order upon execution of the rental agreement. A fee will be assessed for any returned cheques.
- j) At the resident's discretion a pre-use inspection can be conducted with an assigned HSCC #504 individual to identify and record any existing damage on the reverse of the reservation agreement. After the reservation period the resident and an assigned HSCC #504 individual must conduct a post-use inspection and indicate on the reservation agreement any damages identified. The security deposit will be held until the issue is resolved. If there are no damages, the security deposit will be returned to the Resident.
- k) If the resident disagrees with the damage determinations by the assigned HSCC #504 individual, he/she may appeal in writing to the Board within five (5) days after the date of the reservation date. The Board will review the matter and make a decision.
- l) The Board shall fix from time-to-time the rental fee schedule, the termination time of any function and the time by which the lessee shall complete the cleaning of the Party/Billiard/TV room:
 - i. The deadline for completion of cleaning of rooms is 9:00 a.m. on the day immediately following the date of rental of the facility, as indicated in the rental agreement.
 - ii. The lessee shall pay the Corporation for any additional damages to the facility, should the costs exceed the value of the security deposit. The Corporation, or its' agent, shall have the absolute right to assess the damages resulting from the use of the facility.
 - iii. The lessee undertakes to make full payment of any additional costs arising from the use of the facility within two (2) weeks of receipt of notice of the additional damages by the Corporation or its' agent.
 - iv. The lessee shall be advised within 48-hours of the rental termination, whether or not the security deposit will be refunded in full.
- m) This replaces any prior, rules, guidelines, reservations, and applications written, accepted or implied.
- n) Blackout Dates. The following dates are reserved for resident/board functions:
 - The "AGM" Annual General Meeting for all residents as established by the Corporation.
 - The Annual Residents' Christmas Party as established by the Corporation.
 - New Years Eve.
- o) The Party/Billiard/TV room is open to all residents during normal daytime and evening hours unless reserved as above. There are no short-term reservations or "I was here first" reservation. In the event of

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resident social activities, e.g. resident organized card parties including paid or unpaid organized functions, the pool table and T.V. area remain open and available to others except on the Blackout Dates.

- p) The Corporation reserves the right to cancel any confirmed reservation, including early termination of the time to vacate the Party/Billiard/TV room as necessary for the peace and safety of the residents, at its sole discretion.
- q) Other rules, as set by the Corporation from time to time, are included with and printed on the 'Party Room Rental Application' form and 'General Rules for use of Recreational Facilities and Party Room Facility'.

8. Exercise/Steam Room (Main Floor):

All residents shall abide by the Rules for this amenity as set by the Corporation from time to time and posted in the Exercise/Steam room.

9. Barbeque Terrace (9th Floor):

- a) The barbeque terrace on the 9th floor is for the exclusive use of residents of the Baxter and their guests.
- b) The hours of operation shall be from 8:00 a.m. to 11:00 p.m.
- c) There shall be no exclusive use of this area.
- d) Residents, tenants and their guests shall ensure that the barbeque is clean and the gas shut off after use.
- e) Residents, tenants and their guests shall ensure that all trash is removed after use.

10. Bicycle Rooms (Levels P1 & P2):

- a) This amenity is located on the P1 and P2 levels of underground parking.
- b) Residents shall contact the Corporation regarding bicycle storage availability and to be assigned storage spaces. Storage spaces will not be assigned if there is no bicycle to take the space.
- c) All keys shall remain the property of the Corporation.
- d) Those using this facility do so at their own risk. The Corporation and its officers abrogate any responsibility for any and all injuries and/or property damage howsoever said injuries or damage occurred.

11. Hobby Room (Level P1):

- a) This amenity is also located on the P1 level of underground parking.
- b) Residents wishing to use this room shall request a key from the Security Guard or Corporation.
- c) Those using this facility do so at their own risk. The Corporation and its officers abrogate any responsibility for any and all injuries and/or property damage howsoever said injuries or damage occurred.

12. Owner's Responsibilities and Liabilities Within the Amenities:

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- a) Residents shall held responsible for the actions of their children, family members, guests, lessees, servants and invitees and shall ensure that all such persons are familiar with the Rules in force from time to time.
- b) Any losses, costs or damages incurred by the Corporation by any breach of any Rules in force from time to time by any Resident, his family, guests, lessees, servants, invitees and licensees shall be borne by such Resident and may be recovered by the Corporation against such Resident in the same manner as Common Element fees.

13. Access To and From Building By Use of Stairwell Doors

- a) There are six outside doors at the rear of the building at the bottom of stairwells and five of these are designated as emergency doors and armed with an alarm system. The one door not armed is at the bottom of stairwell three (ST3) and may be accessed from all residential floors.
- b) No resident shall allow any individual to use the outside doors located at the rear of the building and at the bottom of the stairwells to enter or exit the building save and except for the door located at the rear of the building and at the bottom of the stairwell three (ST3). This stairwell (ST3) may be accessed near the elevators on each residential level.
- c) Should any child, family member, guest, lessee, servant or invitee of any resident be in breach of 13 (b) above, such resident shall be fully liable and responsible in like manner as if the resident himself/herself had in fact been in breach of 13 (b) above.
- d) In the event of a breach of 13 (b) above, the resident involved will be assessed an amount within the discretion of the Board and such amount may be recovered by the Corporation against such resident in the same manner as common element fees.

Repealing of Rules

Any and all prior Rules, regulations, guidelines, etc., written, stated or implied, shall be repealed on the date these Rules Take effect. However these rules shall not repeal or replace any part of the Declaration.