A MESSAGE FROM THE BOARD:

On behalf of the Board of Directors of Burbank Place Apartments Limited, we welcome you to the community and congratulate you on choosing our community to be your home.

Please read the attached rules, regulations and by-laws thoroughly in order to get the most comfort and enjoyment during your residency. Adherence to the laundry schedule, recycling procedures and parking rules is of utmost importance.

If at any time you need to reach a member of the Board of Directors, the list of the Board of Directors is posted in the front lobby.

We take pride in providing and maintaining a safe and comfortable environment for all shareholders and their guests and require the cooperation of all shareholders to achieve it.

Once again thank you and welcome home.

**BOD - Burbank Place Apartments Limited 2013**

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# *TELEPHONE NUMBERS*

Police, Fire and Ambulance Emergency 911

Crime Stoppers 1-800-222-8477

Cogeco Cable 1-866-427-7451

Bell Home Phone 310-2355

Health Department 905-546-3500

Noise By-law Officer 905-546-2782

Municipal Enforcement 905-546-2782

Yard By-law Officer 905-546-2782

Police non-Emergency 905-546-4925

Smoking By-Law Officer 905-546-3161

Community Relations 905-546-4910

Freedom of Information 905-546-4727

Bulk Item Pickup 905-546-CITY (2489)

# FIRE SAFETY PLAN

**IF YOU DETECT FIRE:**

1. **Alert all occupants in the building**

BY PULLING THE NEAREST PULL STATION WHICH IS IN A RED BOX AT THE END OF EACH HALL.

1. **Notify the Fire Department Immediately by telephoning 911**

**IF YOU HEAR THE FIRE ALARM BELLS:**

1. Leave the building immediately by the quickest and safest exit.
2. DO NOT Re-enter the building.

**RESPONSIBILITIES:**

1. Superintendent or designates shall aid in the evacuation of all endangered occupants.
2. If possible, efforts should be made to confine, control and extinguish the fire using available portable extinguishers, after the fire department has been contacted. If smoke or fire endanger the operator, leave the area, closing ail doors behind you and exit the building.
3. The superintendent or designate in charge shall meet the fire department when they arrive and direct them to the scene of the fire and have all necessary keys available.
4. The superintendent or designate in charge will advise the fire department of any trapped or endangered occupants.
5. The superintendent and designates shall read and know the Fire Safety fire plan.
6. The superintendent and designates shall carry out the fire safety duties.
7. A fire drill will be held the first week in June of each year.
8. All fire hazards in the building shall be controlled and eliminated.
9. No one shall have combustible or flammable substances in their lockers at any time.
10. There shall be a responsible party available at all times to perform the duties referred to in the plan.

The building facilities provided for the safety of occupants shall be maintained in accordance with applicable sections of the Ontario Fire Code.

**FIRE WATCH**

**DURING THE SHUTDOWN OF ANY LIFE SAFETY SYSTEM, HOURLY ROUNDSSHALL BE MADE OF ALL AFFECTED AREAS UNTIL THE SYSTEM IS RESTORED.**

# LETTERS PATENT

(Coat of Arms)

**PROVINCE OF ONTARIO**

By the Honorable, DANA PORTER

ACTING PROVINCIAL SECRETARY

TO ALL TO WHOM THESE PRESENTS SHALL COMEGREETING

WHEREAS The Companies Act provides that with the exceptions therein mentioned the Lieutenant Governor may by Letters Patent create and constitute bodies corporate and politic for any of the purposes to which the authority of the Legislature of Ontario extends;

AND WHEREAS by the said Act it is further provided that the Provincial Secretary may under the Seal of his office have, use, exercise and enjoy any power, right, or authority conferred by the said Act on the Lieutenant Governor;

AND WHEREAS by their Petition in that behalf the persons herein mentioned have prayed or Letters Patent constituting them a body corporate and politic for the due carrying out of the undertaking hereinafter set forth;

AND W'HEREAS it has been made to appear that the said persons have complied with the conditions precedent to the grant of the desired Letters Patent and that the said undertaking is within the scope of the said Act;

NOW THEREFORE KNOW YE that under the authority of the hereinbefore in part recited act I DO BY THESE LETTERS PATENT CONSTITUTE the Persons hereinafter named that is to say : - FRANCIS ELLIOTT WTGLE and JAMES MURRAY GAGE. Solicitors; JAMES WHITNEY. Student-at-Law; VERA DAY. Bookkeeper; and SHIRLEY CORNELIUS. Stenographer; all of the City of Hamilton, in the County of Wentworth and Province of Ontario; and any others who have become subscribers to the memorandum of agreement of the Company, and persons who hereafter become shareholders therein, a corporation under the name of

BURBANK PLACE APARTMENTS LIMITED

For the following purposes and objects, that is to say:

TO purchase, own operate and manage an apartment property, including land, buildings and fixtures;

THE CAPITAL of the Company to be Eighty-five Thousand dollars divided into Eight  
Hundred and Fifty shares of One Hundred dollars each;

THE HEAD OFFICE of the Company to be situate at the said City of Hamilton; and

THE PROVISIONAL DIRECTORS of the Company to be Francis Elliott Wigle, James Whitney, James Murray Gage, Vera Day and Shirley Cornelius, herein before mentioned;

AND IT IS HEREBY ORDAINED AND DECLARED that the said Company shall be a PRIVATE COMPANY and that the following provisions shall apply thereto: (1) The right to transfer shares of the capital stock of the Company shall be restricted in that no shares shall be transferred without the express sanction of the directors, to be signified by resolution passed by the board; (2) The number of shareholders of the Company (exclusive of persons who are in the employment of the Company) is hereby limited to fifty, two or more persons holding one or more shares jointly being counted as a single shareholder; and(3) Any invitation to the public to subscribe for any shares, debentures or debenture stock of the Company is hereby prohibited.

GIVEN under my hand and Seal of office at the City of Toronto in the said Province of Ontario this eighth day of December in the year of Our Lord one thousand nine hundred and fifty-two.

"DANA PORTER"

ACTING PROVINCIAL SECRETARY

# LETTERS PATENT (SUPPLAMENTARY)

(Coat of Arms)

**PROVINCE OF ONTARIO**

By the Honourable JOHN YAREMKO

Provincial Secretary and Minister of Citizenship

TO ALL TO WHOM THESE PRESENTS SHALL COMEGREETINGS

WHEREAS The Corporations Act provides that the Lieutenant Governor may in his  
discretion issue Supplementary Letters Patent to any Corporation that applies therefore amending or otherwise altering or modifying its Letters Patent or prior Supplementary Letters Patent;

AND WHEREAS by the said Act it is further provided that the Provincial Secretary may in his discretion and under the Seal of his office have, use, exercise and enjoy any power, right or authority conferred by the said Act on the Lieutenant Governor;

AND W'HEREAS by its application in that behalf the Corporation herein named has  
applied for Supplementary Letters Patent for the purpose hereinafter set out;

AND WHEREAS it has been made to appear that the said Corporation has complied with the conditions precedent to the issue of the desired Supplementary Letters Patent;

AND WHEREAS by The Department of the Provincial Secretary and Citizenship Act,1960-61 it is provided that the Provincial Secretary and Minister of Citizenship may exercise the powers that were conferred on the Provincial Secretary at the time the said Act came into force;

Re: Change in COMMON Share Certificates from Authorized Capital of 850 Shares of the par value of $100.00 each to 780 Shares.

The original COMMON Share Certificates issued in April 1953 showed a total of 850 Shares with par value of S100.00 each. This should have been shown as 780 shares (not 850 shares), as written and covered in our By-Laws, copy of which is shown below substantiating this fact.

This error was made in 1953 by the Provincial Board and was never changed on the subsequent Share Certificates issued to this date (July 15\*, 1978), when the discrepancy was discovered.

MURIEL GORDON

SECRETARY

July 15th, 1978

JOHN YAREMKO

Provincial Secretary and Minister of Citizenship

Under the authority of the hereinbefore in part recited Acts DO BY THESE SUPPLEMENTARY LETTERS PATENT TO

BURBANK PLACE APARTMENTS LIMITED

Incorporated by Letters patent dated the eighth day of December A.D. 1952

1. DECREASE the authorized capital of the Company from Eighty-five Thousand Dollars (S85,000.00) to Seventy-eight Thousand dollars ($78,000.00) by canceling the Seventy (70) unissued shares of the Company with a par value of One Hundred Dollars ($100.00) each;
2. VARY the provisions of the Letters Patent of Incorporation of the Company by designating the remaining Seven Hundred and Eighty (780) shares of the Company with a par value of One Hundred Dollars (100.00) each as Seven Hundred and Eighty (780) common shares with a par value of One Hundred Dollars (100.00) each.

NOW THEREFORE KNOW YE That

**I**, JOHN YAREMKO.

Provincial Secretary and Minister of Citizenship.

Under the authority of the hereinbefore in part recited Acts

DO BY THESE SUPPLEMENTARY LETTERS PATENT to

BURBANK PLACE APARTMENTS LIMITED

Incorporated by Letters Patent dated the eighth day of December, A.D. 1951

1. DECREASE the authorized capital of the Company from Eighty-five Thousand dollars ($85,000.00) to Seventy-eight Thousand Dollars ($78,000.00) by canceling the Seventy (70) unissued shares of the Company with a par value of One Hundred Dollars ($100.00) each;
2. VARY the provisions of the Letters Patent of Incorporation of the Company by designating the remaining Seven Hundred and Eighty (780) shares of the Company with a par value of One Hundred Dollars ($100) each as Seven Hundred and Eighty (780) common shares with a par value of One Hundred Dollars ($100) each;
3. INCREASE the authorized capital of the Company from Seventy-eight Thousand Dollars (S78,000) to One Hundred and Seventy-eight Thousand dollars ($178,000) by creating One Hundred Thousand (100,000) non-voting non-cumulative redeemable preference shares with a par value of One Dollar ($1.00) each; and
4. PROVIDE that the said non-voting non-cumulative redeemable preference shares(hereinafter called the "preference shares") shall have attached thereto the  
   following:
5. The holders of the preference shares shall in each year in the discretion of the directors, but always in preference and priority to any payment of dividends on the common shares for such year, be entitled, out of any or all profits or surplus available for dividends, to non-cumulative dividends at the rate of six per cent (6%) per annum on the amount paid up on the preference shares; if, in any year, after providing for the full dividend on the preference shares, there shall remain any profits or surplus available for dividends, such profits or surplus or any part thereof may, in the discretion of the directors, be applied to dividends on the common shares; the holders of the preference shares shall not be entitled to any dividend other than or in excess of the non-cumulative dividends at the rate of six per cent (6%) per annum hereinbefore provided for;
6. The preference shares shall rank, both as regards dividends and repayment of capital, in priority to all other shares of the Company but shall not confer any further right to participate in profits or assets;
7. The Company may, upon giving notice as hereinafter provided, redeem the whole or any part of the preference shares on payment for each share to be redeemed of the amount paid up thereon, together with all dividends declared thereon and unpaid; not less than thirty (30) days' notice in writing of such redemption shall be given by mailing such notice to the registered holders of the shares so to be redeemed, specifying the date and place or places of redemption; if notice of any such redemption be given by the Company in the manner aforesaid and an amount sufficient to redeem the shares be deposited with any trust company or chartered bank in Canada, as specified in the notice, on or before the date fixed for redemption, dividends on the preference shares to be redeemed shall cease after the date so fixed for redemption and the holders thereof shall thereafter have no rights against the Company in respect thereof except, upon the surrender of certificates for such shares, to receive payment therefore out of the moneys so deposited;
8. The Company shall have the right at any time and from time to time to  
   purchase for cancellation the whole or any part of the preference shares at the lowest price at which, in the opinion of the directors, such shares are obtainable; provided that such price shall not exceed the amount paid up on such shares, together with all dividends declared thereon and unpaid;
9. In the event of the liquidation, dissolution or winding up of the Company, whether voluntary or involuntary, the holders of the preference shares shall be entitled to receive, before any distribution of any part of the assets of the Company among the holders of any other shares, the amount paid up thereon and any dividends declared thereon and unpaid and no more;
10. The holders of preference shares shall not, as such, have any voting rights for the election of directors or for any other purpose nor shall they be entitled to attend shareholders' meetings; holders of preference shares shall, however, be entitled to notice of meetings of shareholders called for the purpose of authorizing the dissolution of the Company or the sale of its undertaking or a substantial part thereof; holders of common shares shall be entitled to one (1) vote for each common share held by them at all shareholders' meetings; and
11. The authorization for an application for the issue of Supplementary Letters Patent to delete or vary any preference, right, condition, restriction, limitation or prohibition attaching to the preference shares or to create preference shares ranking in priority to or on a parity with the preference shares, in addition to the authorization by a special resolution, may be given by at least two-thirds (2/3) of the votes cast at a meeting of the holders of the preference shares duly called for that purpose.

GIVEN under my hand and Seal of office at the City of Toronto in the said province of Ontario this - twenty-seventh-day of- March - in the year of Our Lord one thousand nine hundred and sixty-three.

SEAL

R.J.C. PROVINCIAL SECRETARY

PROVINCE OF ONTARIO

"J. Yaremko"

JOHN YAREMKO

Provincial Secretary and Minister of Citizenship

# LEASE AGREEMENT

THIS AGREEMENT made as of the 1st day of April, A.D. 1953. BETWEEN:

BURBANK PLACE APARTMENTS LIMITED. A Company incorporated under the laws of the Province of Ontario.

Hereinafter called the "Company" of the First Part –and -

WALTER SHEARMAN AND ELIZABETH SHEARMAN, owners of Apartment No. 1,

MAUDE TRAINOR. owner of Apartment No. 2,

MAUDE TRAINOR, owner of Apartment No. 3,

ALICE J. WALSH, owner of Apartment No. 4,

FRANKLIN ROBERTS and PEARL ROBERTS, owners of Apartment No. 5,

KARL W. WESTHAVER, owner of Apartment No. 6,

ORPHA VILA, owner of Apartment No. 7,

IRIS LORRAINE BOWYER, owner of Apartment No. 8,

MARY J. NORTH, owner of Apartment No. 9,

DOROTHY CAREY, owner of Apartment No. 10,

EDWARD M. MARSHALL and JEAN MARSHALL, owners of Apartment No.11,

ENNIS COLE, owner of Apartment No. 12,

ANDREW O. ORR and EVA LILLL4N ORR, owners of Apartment No. 14,

ANN WOODLEY, owner of Apartment No. 15,

WILLIAM SUMNER and VIOLET SUMNER, owners of Apartment No. 16,

NELSON H. JAMES and LYDIA JAMES, owners of Apartment No. 17,

ALICE EVGLEDEW, owner of Apartment No. 18,

FLORENCE M. RYAN, owner of Apartment No. 19,

MAUD S. BROWTS, owner of Apartment No. 20,

JESSIE E. LATIMER, owner of Apartment No. 21,

ROSE STEWART, owner of Apartment No. 22,

WILLIAM J. CAFFERY and BERTHA M. CAFFERY, owners of Apartment No. 23,

MARGARET R. ANDREWS, owner of Apartment No. 24,

MARION ROGERS, owner of Apartment No. 25,

FERGUSON STEWART and JESSIE STEWART, owners of Apartment No. 26,

WILLIAM J. FRALEIGH. Sr., owner of Apartment No. 27,

JOHN SUDALE and MURIEL SUDALE, owners of Apartment No. 28,

MARY E. LAWLOR, owner of Apartment No. 29,

GENEVIEVE STEWART, owner of Apartment No. 30,

LAURA M. GINGRICH, owner of Apartment No. 31,

HARRY F. ETHERINGTON, owner of Apartment No. 32,

DONALD O.S. ORR, and DOROTHY E. ORR, owners of Apartment No. 33,

JOYCE A. FIELDING, owner of Apartment No. 34,

ANNIE L. SWEENEY, owner of Apartment No. 35,

WILLIAM J. MCCONNELL and JOAN E. MCCONNELL, owners of Apartment No. 36,

ELIZABETH BEAUDIN, owner of Apartment No. 37,

(Lease Agreement - Burbank Place Apartments Limited - Reprinted for Shareholders January 2000

Hereinafter called the "Owners" of the Second Part.

WHEREAS the said Company has been incorporated under the provisions of the Companies Act (Ontario) for the purpose of purchasing, owning, operating and managing an apartment property including land, buildings and fixtures, the same being those lands and premises known as 137 Emerald Street South, Hamilton, Ontario, which lands and premises are more particularly described in schedule A annexed hereto.

AND WHEREAS each of the said owners has subscribed for the number of shares in the Company as set opposite their respective names in the second column of Schedule B annexed hereto and have paid therefore the amount set opposite their respective names in the third column of said schedule B.

AND WHEREAS it has been agreed between the Company and the said owners that each of the said owners shall be entitled to use and enjoy the apartment suite set opposite his or her name in the first column of said schedule B upon the terms and conditions hereinafter set forth.

AND WHEREAS the said lands and apartment buildings are vested in the Company subject to (1) a first mortgage in favor of the Great-West Life Assurance Company and Her Majesty The Queen, in right of Canada, represented by Central Mortgage and Housing Corporation jointly, securing the sum of One hundred and seventy-six thousand dollars (176,000.00) and (2) a second mortgage in favor of William J. Fraleigh, securing the sum of Twenty-one thousand dollars ($21,000.00).

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the mutual covenants on the part of the parties hereto and the sum of One Dollar ($1.00) each to the other paid (the receipt whereof is hereby acknowledge), the Company covenants with each of the owners and each of the owners covenant with the Company and each of the owners covenant with each of the other owners in the manner following, that is to say:

## SHARES

1. The Company agrees to issue and allot to each of the said owners the number of shares set opposite each respective owner's name in the second column of said schedule B as fully paid and non-assessable shares of the Company, and the Company does acknowledge receipt from each owner of the amount set opposite their respective names in the third column of said schedule B.
2. Each owner shall be entitled to exclusively use and enjoy the apartment suite set opposite his or her name in the first column of said schedule B so long as such owner is the owner of all the shares set opposite his or her name in the second column of the said schedule B and on condition that such owner abides by the terms and conditions of this agreement including the rules and regulations established by the Company as hereinafter provided.
3. Each of the owners shall also be entitled to use and enjoy in common with all other owners the grounds, entrances, stairways, hallways, laundry facilities and store rooms of the Company subject always to the rules and regulations of the Company as established from time to time.
4. So long as each owner is the owner of the shares set opposite their respective names and is not in default under this agreement and fully complies with all rules and regulations established by the Company, such owner shall have quiet possession of the apartment suite set opposite such owner's name.

## MAINTENANCE FEES

1. Each owner agrees to pay to the Company on the first day of each and every month the sum set opposite such owner's name in the fourth column of said schedule B or an amount greater or less than such sum as may be determined by the Directors of the Company expressed in formal resolution of such Directors from time to time, it being intended that the said monthly payments made by all the owners shall be sufficient to pay and discharge the principal and interest payments on the aforesaid mortgages and all taxes, insurance premiums, janitor's service, heat, repairs and other expenses incidental to the operation of the said lands and apartment building and any incidental expenses in operating the Company.

For greater certainty, it is now recited that the sums set opposite the names of the owners in the fourth column of said schedule B have been estimated to be sufficient to pay the aforementioned disbursements during the first year of operation and the amount payable by the respective owners shall be lesser or greater than such amount depending upon the extent of such expenditures. Unless it is unanimously agreed upon by all the owners, any increase or decrease from time to time in such expenditures shall be shared by the respective owners in the same proportion as the amount set opposite such owner's name in said schedule B bears to the total expenditures estimated for the first year of operation.

## RULES & REGULATIONS

1. It is mutually agreed that the directors of the Company may from time to time  
   establish rules and regulations consistent with the terms of this agreement respecting the use and occupancy of the apartment suites, all grounds and areaways and other facilities pertaining to the administration and operation of the said apartment building and each owner covenants that such owner will at all times fully comply with such rules and regulations.

## SALE OF SHARES

1. Each owner covenants not to sell, assign, or pledge such owner's shares of stock set opposite his or her name in said schedule B without selling all of such shares to a proposed purchaser, nor will such owner sell his or her shares without the approval to such sale or dealing being first given in writing by the Board of Directors of the Company. In the event that the company approves the assignment of any owner's shares in the Company to any purchaser, the selling owner shall thereafter cease to be liable for any further payments under this agreement.

## RENTING & SUBLETTING

1. No owner shall sublet or permit any person or persons other than his or her own family to use and enjoy the apartment suite set opposite such owner's name without first having received the written approval of the Board of Directors of the Company.

## EVICTIONS

1. In the event that any owner is in default in any payment required to be made under this agreement or is in breach of the terms and conditions of this agreement or fails to comply with the rules and regulations passed by the directors as aforesaid and such default continues for a period of one month then the Company may on one month's written notice to such owner, if default continues, re-take possession of the said apartment suite occupied by such owner and all rights and privileges hereby granted to such owner shall terminate and vacant possession of said apartment suite shall be delivered up by such owner to the Company and the Company shall been titled through its servants and agents to forcibly enter upon the said apartment suite and re-take the same in the name of the Company, whereupon any right, title, or interest of such owner in the said apartment suite or in the lands described herein shall be wholly extinguished and the right to occupy the same terminated.
2. And it is further covenanted, declared, and agreed that in the event of default having occurred in the payment of any sum payable as aforesaid by any owner to the Company, the Company may (notwithstanding any other right or power of the Company) distain therefore upon the lands, tenements, hereditaments, and premises of the owner and by distress warrant recover by way of rent reserved, as in the case of a demise, so much of such sum as shall remain in arrears and unpaid together with all costs attending such distress.
3. In the event that the Company retakes possession of any owner's apartment suite in accordance with the provisions of paragraph 9, the Company may sell, assign, and transfer the shares of stock in the Company held by such owner unto any purchaser who enters into an agreement with the Company and the owners with reference to the occupancy of the apartment suite formerly occupied by the defaulting owner. It is hereby declared and agreed that each owner doth by these presents constitute the Company his or her attorney to do all things necessary and to execute all documents in the name of such defaulting owner as may be required to give full force and effect to any such sale, assignment, and transfer. The Company shall be the sole judge of the price (if any) to be paid by any purchaser for such shares of stock and the Company shall pay to the defaulting owner the net proceeds from such sale less any sums owing to the Company by such defaulting owner and any costs incurred by the Company.
4. This agreement shall replace any previous agreement or agreements entered into by any of the owners with reference to the ownership, use and occupancy of the said apartment suites.

## LETTERS & CORRESPONDENCE

1. Any notice required to be given to any owner shall be served personally or  
   addressed by prepaid registered mail to the said owner at the apartment suite set opposite such owner's name in said Schedule B at Burbank Place Apartments Limited, 137 Emerald Street South, Hamilton, Ontario, and any notice required to be given to the said Company or addressed by prepaid registered post to the Company, c/o 137 Emerald Street South, Hamilton, Ontario.
2. Except as is herein otherwise provided, this agreement shall endure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.
3. Shareholders must be willing and capable of sitting on the board of directors with minimum tenure of one year during their tenancy. All shareholders are expected to participate in the running and maintenance of the building.

IN WITNESS WHEREOF the said Company has affixed its corporate seal under the hands of its proper officers in that behalf and the said owners have placed their hands and seals.

**SIGNED, SEALED &DELIVERED BURBANK PLACE APARTMENTS LIMITED**

In the presence of the Officers Purchaser's Signature(s)

## SCHEDULE A

**BURBANK PLACE APARTMENTS LIMITED**

All and Singular that certain parcel or tract of land and premises, situated, lying and being in the City of Hamilton, in the County of Wentworth and containing about half an acre more or less and described as follows:

COMMENCING on the east side of Emerald Street South in said City at the distance of one hundred and two feet four and one-half inches northerly from the intersection of the northerly margin of Stinson Street and the easterly margin of Emerald Street; THENCE easterly parallel with Stinson Street two hundred and forty-seven feet; THENCE north one hundred and two feet and four and one-half inches parallel with Emerald Street aforesaid; THENCE west parallel with Stinson Street aforesaid two hundred and forty-seven feet more or less to Emerald Street; THENCE south following the east limit of Emerald Street one hundred and two feet four and one-half inches more or less to the place of beginning. TOGETHER WITH the right to use in common with all other persons entitled thereto an alleyway twelve feet in width and extending from the south side of the lands hereby conveyed to the north side of Stinson Street and more particularly defined and described in the Deed made by Catherine E. Morgan and Robert Morgan to one Michael Brennan, and registered as Number 14285 for the City of Hamilton.

SAVING AND EXCEPTING from the lands above described a strip of land on the northerly side thereof four inches in width with a depth easterly from Emerald Street of fifty feet heretofore sold to one Zimmerman.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| SCHEDULE B | | | | |
| **Burbank Place Apartments Limited** | | | | |
| **Shareholder** | **Suite** | **# of Shares** | **Cost Price** | **Monthly Payment** |
| Walter Sherman and Elizabeth Sherman | 1 | 30 | $10,021.20 | $72.97 |
| Maude Trainer | 2 | 30 | $10,021.20 | $72.97 |
| Maude Trainer | 3 | 20 | $7,158.00 | $55.60 |
| Alice J. Walsh | 4 | 20 | $7,158.00 | $55.60 |
| Franklin Roberts and Pearl Roberts | 5 | 15 | $4,772.00 | $41.70 |
| Karl S. Westhaver | 6 | 15 | $4,772.00 | $41.70 |
| Orpha Vila | 7 | 20 | $7,158.00 | $55.60 |
| Iris Lorraine Bowyer | 8 | 20 | $7,158.00 | $55.60 |
| Mary J. North | 9 | 20 | $7,158.00 | $55.60 |
| Dorothy Carey | 10 | 20 | $7,158.00 | $55.60 |
| Edward M. Marshall and Jean Marshall | 11 | 25 | $9,066.80 | $66.03 |
| Ennis Cole | 12 | 25 | $9,066.80 | $66.03 |
| Andrew O. Orr and Iva Lillian Orr | 14 | 30 | $10,021.20 | $72.97 |
| Ann Woodley | 15 | 30 | $10,021.20 | $72.97 |
| William Sumner and Violet Sumner | 16 | 20 | $7,158.00 | $55.60 |
| Nelson H. James and Lydia James | 17 | 20 | $7,158.00 | $55.60 |
| Alice Ingledew | 18 | 15 | $4,772.00 | $41.70 |
| Florence M. Ryan | 19 | 15 | $4,772.00 | $41.70 |
| Maud S. Brown | 20 | 20 | $7,158.00 | $55.60 |
| Jessie E. Latimer | 21 | 20 | $7,158.00 | $55.60 |
| Rose Stewart | 22 | 20 | $7,158.00 | $55.60 |
| William J. Caffery and Bertha M. Caffery | 23 | 20 | $7,158.00 | $55.60 |
| Margaret R. Andrews | 24 | 25 | $9,066.80 | $66.03 |
| Marion Rogers | 25 | 25 | $9,066.80 | $66.03 |
| Ferguson Stewart and Jessie Stewart | 26 | 30 | $10,021.20 | $72.97 |
| William J. Fraleigh Sr. | 27 | 30 | $10,021.20 | $72.97 |
| John Sudale and Muriel Sudale | 28 | 20 | $7,158.00 | $55.60 |
| Mary E. Lawlor | 29 | 20 | $7,158.00 | $55.60 |
| Genevieve Stewart | 30 | 15 | $4,772.00 | $41.70 |
| Laura M. Gingrich | 31 | 15 | $4,772.00 | $41.70 |
| Harry F. Etherington | 32 | 20 | $7,158.00 | $55.60 |
| Donald O.S.Orr and E. Orr | 33 | 20 | $7,158.00 | $55.60 |
| Joyce A. Fielding | 34 | 20 | $7,158.00 | $55.60 |
| Annie L. Sweeney | 35 | 20 | $7,158.00 | $55.60 |
| William J. McConnell and Joan E. McConnell | 36 | 25 | $9,066.80 | $66.03 |
| Elizabeth Beaudin | 37 | 25 | $9,066.80 | $66.03 |

## MAINTENANCE CALCULATIONS

Directors are NOT authorized to calculate fees in any other manner than that written below without the signed permission of ALL Shareholders. (See Lease Agreement in this booklet, Article 5).

Total Budget for the Fiscal Year will be divided the following way:

21% Front two Bed Apts.

19% Rear two Bed Apts.

48% One bed Apts.

12% Bachelor Apts.

Divided by 6 Apts. Divided by 12 months = Front two bedroom apartment per month.

Divided by 6 Apts. Divided by 12 months = Rear two bedroom apartment per month.

Divided by 18 Apts. Divided by 12 months = One bedroom apartment per month.

Divided by 6 Apts. Divided by12 months = Bachelor apartment per month

# RULES AND REGULATIONS

## BUYING AND SELLING SHARES AT BURBANK PLACE

1. Before listing your shares for sale official notice in writing must be given to the Board of Directors such as: "To the Board of Directors of Burbank Place Apartments Limited. Please take note that I will be listing my shares of the Company for sale. “Dated and signed by the seller of the shares.

1. When shares are for sale there shall be no signs posted anywhere on the premises including signs in windows. No "open house" may be held at the building by the resident owner of the shares or by their sales agent.
2. Upon the shareholder signing of an agreement of purchase the Directors MUST within ten (10) working days approve of the purchaser or no sale will be authorized nor shares be transferred.
3. It is strongly recommended by the Board of Directors that both the buyer and seller of shares should have legal counsel for the orderly closure of the sale. The closing may be held either at the office of the Directors or one of the lawyer's offices. In the event that neither the purchaser nor the seller has lawyers, closing MUST take place in the Board's Office at Burbank Place.
4. The total cost for shares to be transferred is $30.00 for the purchaser. The cheque to be made payable to Burbank Place Apts. Ltd. The basement door key and your spare front door key(s) must be returned to the Directors for a return of the deposits before the closing of sale.
5. All prospective Shareholders must obtain: (a) two letters of reference; (b) a credit check; and (c) provide the Directors with a signed copy of the Offer to Purchase.  
   Prospective purchasers will give these to the Directors prior to the interview of tentative purchaser(s) and Directors.
6. All Prospective Shareholders will be required to sign the Lease Agreement at the interview.

## MAINTENANCE FEES

8. On or before the 1st of April of each year twelve postdated cheques must be given to the Treasury for the ensuing fiscal year. The cheques must be made payable to Burbank Place Apts. Ltd. and dated from the 1st of June to the 1st of May of the Burbank Place Apts. Ltd., and dated from the 1st of June to the 1st of May of the following year. In the event that a cheque is not valid and is returned by the bank there will be a $35.00 charge levied on each NSF cheque with a 4% compounded interest per month on the unpaid balance of both the cheque and the NSF charge.

## FIRE & INSURANCE REGULATIONS

9. It is a serious offence at any time to block hallways, stairways or doorways etc. They must never be blocked whole or in part at any time. It is a Rule and Regulation that all residents purchase fire and flood insurance for the suites they occupy.

## MAINTENANCE AND REPAIRS

### WINDOWS

10. To change the window structure you must get permission from the Directors before having work done. Wood trim windows must be painted every three years to prevent wood rotting. In the event this is not done the Directors will send you a certified letter of request. After thirty days the Directors will contract painters to do the respective maintenance work and this will be added to your fees owing to the Corporation. Unpaid balances will be calculated at 4% interest compounded monthly.

### PLUMBING

11. If you have a plumbing problem you must first contact the Directors. In the event you contact a plumber without the permission of the Directors you will bear the entire cost of whatever work is done. If the work is inside your apartment, the cost will be borne fully by the Shareholder. If the work is inside the walls, the work will be borne by the Company. In some cases the cost will be shared between the Shareholder and the Company. The Directors will make the final decision.

### RENOVATIONS

1. A request to renovate the interior of an apartment must be submitted in writing to the Board of Directors for approval. No work may commence until the Board responds in writing to the shareholder's request. Responses will not be delayed by the Board any longer than thirty days. The time limit to complete renovations must not exceed two months duration. All proper permits must first be obtained and shown to the Board before the Board gives its final permission to such renovations.  
   A request to renovate the exterior of an apartment must be submitted to an Annual General Meeting for approval. Exterior renovations must receive UNANIMOUS approval from all 780 shares of the Company.

## LAUNDRY

1. The Laundry machines are for **personal use** only. Because the cost of the machines, water, gas and hydro is paid by the Shareholders it is considered theft to do or to allow anyone else other than residents to do their laundry in our machines. No one may make any changes to the Schedule without the permission of the Board. The machines will only work between the hours of 7:00am- 2:00am.
2. Each Shareholder has a scheduled laundry time. There is free use between the hours of 9:00 pm. - 2am. Monday to Saturday and 7:00am-2:00am. Sunday. In the event that you take someone else’s scheduled laundry time in whole or in part without their expressed permission the person so offended has the option, by contacting the Directors, to request your regular scheduled laundry time on a permanent basis.
3. Before apartment shares are sold, a present shareholder may request the time of the seller. A present resident has first preference over the new purchaser. It will be noted as too late to change times the moment the shares have been transferred into the name of the new purchaser.

## GARBAGE

1. Organic waste must be disposed of in the green bin and any non-organic waste bagged and disposed of in the regular grey bin. Recyclable items such as glass, boxes, cardboard, newspapers, pizza boxes and the like must be deposited in the appropriate recycle bins at the back of the building.

Large items such as furniture - the Board must be given one (1) weeks’ notice before such items are put out for garbage in order that the City trucks can be notified. Large items are not to be placed by the fence at the rear of the property. The limit on large item pickup is limited to (8) items per each scheduled pickup date. Contact the city to find out what can go in a bulk pickup.

1. Flyers and "junk mail" can be placed in the garbage bin in the lobby area or they can be recycled like any other paper.

## CLEANING

18. Dust mops, mats and carpets etc. must not be shaken outside of windows, in stairways nor outside the entrance doors. This rule applies to all floors of the building. We encourage all residents to vacuum outside their own doors when vacuuming their apartments to help in the cleanliness of the building. Any Shareholder or their guest defacing or soiling any of the common areas of the building must rectify the problem within 72 hours. Otherwise the Director's will have the problem corrected by professionals at the cost of the offending Shareholder. Any unpaid balance will be compounded at 4% per month.

## SMOKING

19. NO SMOKING is permitted within 20 feet of the front or rear entrance ways. No smoking is permitted in the any common areas. Shareholders are encouraged to contact the Smoking By-Law officer to report issues related to Hamilton's smoking BY-LAW NO.02-054. Violation of this By-law results in an offence punishable under the Provincial Offences Act, R.S.O., 1990, c. P.33.

## CARS & BICYCLES

1. Parking is on a first come first served basis. There are no reserved spaces. Drivers must obey all current parking rules. If you change your vehicle or license plate you must immediately notify the Directors in writing. All cars must park with the front of the car facing the perimeter walls in order to prevent damaging the property with the vehicle as well as disturbing other shareholders with the vehicles head lamps. Only one vehicle per unit may be parked on the lot at any given time. If you relinquish your space for your visitor they must place upon their dashboard your parking permit. Any vehicle which is parked noncompliance with the above rule will be ticketed and or towed away without further warning.
2. When driving in or out of the parking lot the speed is not to exceed five km per hour.

22. Bicycles must not be left at the front of the building. They are either to be left at the back of the property or stored in your locker or one of the open basement rooms. The Directors are not responsible for any loss or damage to cars or bicycles.

## NOISE

23. No unnecessary noise indoors or outdoors, i.e.: slamming of doors, racing of vehicle motors, radios or TV, etc. No unnecessary noise may be made at any time of the day or night according to the Hamilton noise By-Law. In the event you have a problem with your noisy neighbor please let the directors know in writing and contact the noise By-Law Officer.

## TELEVISION

24. In the event you have problems with television reception you are to contact the cable TV provider directly.

## WORKSHOP

25. The work shop is for personal use of the shareholders. Users must tidy up after each time of use.

## HEAT

26. Apartment temperatures from September 15th to May 31st of each year will be maintained at no less than 21°C (70°F). Prior to any complaints being acted upon by the Directors regarding the lack of heat, the resident must (a) remove all air conditioners from their windows, (b) allow the Directors to enter their apartments to make certain their radiators have been bled, and (c) to make certain all windows (including storm windows where applicable) are closed tightly (d) use a thermometer to verify the temperature is below 21°C (70°F).

## SUGGESTIONS & COMPLAINTS

1. All suggestions and complaints must be in writing, dated, signed and delivered to the Director’s mailbox in the lobby. Any unsigned notes or letters will not be addressed by the Board of Directors and will be promptly destroyed without consideration. All correspondence to be acted upon by the Board must be placed in the Director's Mail Box in the front lobby. The Directors will act upon such correspondence at its next regularly scheduled meeting, or in accordance with the seriousness of the matter raised. Do not post anything on the bulletin boards unless approved to do so by the board of directors.

## PETS

28. Shareholders are welcome to have pets providing the owners understand that the safety and comfort of other shareholders takes precedence. No exotic pet i.e. Tarantulas, snakes, life threatening or venomous species. No pets that may threaten the safety of shareholders. A pet must be 20lbs and under. A limit of two pets per unit is enforced. Pets must be leashed at all times and accompanied by the owner in common areas. Pets should not be left unattended in common areas. It’s the owner’s responsibility to ensure their pets will not disturb other shareholders. Owners must clean up immediately after their pets and are subject to additional charges for damage or extra cleaning (accidents).

# BY-LAWS

**DECEMBER 19,1952 / REVISION DATES**

**IT IS HEREBY RESOLVED BY THE BOARD OF DIRECTORS THAT THE ATTACHED BY-LAWS ARE ALWAYS SUBJECT TO THE CORPORATIONS ACT OF ONTARIO. ALL CHANGES IN THE CORPORATIONS ACT TAKE PRECIDENCE, WHERE APPLICABLE, OVER ANY BY-LAW SO ENACTED BY OUR CORPORATION.**

## BY-LAW NO. 1

**BE IT ENACTED AND IT IS HEREBY ENACTED as a By-Law of BURBANK PLACE APARTMENTS LIMITED (hereinafter called the "Company") as follows:**

### HEAD OFFICE

1**.** The head office of the Company shall be in the City of Hamilton, in the Province of Ontario, and at such place therein as the Directors of the Company may from time to time decide.

### SEAL

2. The seal, an impression whereof is stamped in the margin hereof, shall be the seal of the Company.

The seal, an impression whereof is stamped in the margin hereof, shall be the seal of the Company.

### DIRECTORS

3. The affairs of the Company shall be managed by a Board of five of whom three shall form a quorum. The qualification of a Director shall be the holding of Five (5) shares in the capital stock of the Company.

4. The Directors' term of office shall be for one year from the date of the meeting atwhich they are elected or appointed or until their successors are appointed.

1. That in case of the death, forfeiture or sale of all shares of a Director, or in case he shall fail to attend two successive meetings of Directors without notice, his/her office may be declared vacant by the Directors and may be filled by the Board for the unexpired portion of the term.

### DIRECTOR DISQUALIFICATION

1. The office of the Director shall be vacated:
2. If he/she is found lunatic or becomes of unsound mind;
3. If he/she is absent from two consecutive meetings of the Directors without a leave of absence from the Directors;
4. If he/she is requested in writing by all of his/her co-directors to resign;
5. If by notice in writing to the Company, he/she resigns his/her office.

7. Directors' meetings may be held from time to time at any place without formal notice if all the Directors are present or if those absent have signified their consent in writing to the meeting being held in their absence. Directors' meetings may be called by any Director. Notice of formal meetings of directors shall specify the time and place of such meeting and shall be delivered in writing to each Director no less than two days before the meeting is to take place. The notice shall be addressed to each Director at the last address of the Director, as shown by the books of the Company.

### OFFICERS

8. There shall be a President, a Secretary, a Treasurer and such other officers as the Board of Directors may from time to time determine i.e. a Vice-President. One person may hold more than one office except the offices of President and Vice-President as well as the President and the Treasurer. The terms of employment of the officers shall be settled from time to time by the Board, but in the absence of expressed agreement to the contrary with the Company, the employment of all officers shall be during the pleasure of the Board.

### PRESIDENT

9. The President shall be the Chief Executive Officer of the Company. He She shall, if present, preside at all meetings of the Shareholders and Directors; he/she shall have the general and active management of the business and affairs of the Company; he/she shall see that all orders and resolutions of the Board are carried into effect; he/she shall have general superintendence and direction of all other officers of the Company and shall see that their duties are properly performed.

### VICE-PRESIDENT

10. The Vice-President, if appointed, shall be vested with all powers and shall perform all the duties of the President in the absence or disability or refusal to act of the President. The Vice-President, or, if more than one, the Vice-Presidents in order of seniority, shall also have such other powers and duties, if any, as may from them to time be assigned to him/her or them by the Board.

### SECRETARY

11. The Secretary shall issue or cause to be issued notices for all meetings of the Board of Directors and Shareholders; have charge of all the minute books of the Company; sign with the President or other signing officer of the Company such instruments as require his/her signature, and shall perform such other duties as the term of his/her engagement call for or the Board of Directors may from time to time properly require of him/her.

### TREASURER

12.. The Treasurer shall have the care and custody of all the funds and securities of the Company and shall deposit the same in the name of the Company in such bank or banks, or with such depositary or depositaries as the Board of Directors may direct. He She shall at all reasonable times exhibit his/her books and accounts to any Director of the Company upon application at the office of the Company during business hours. He/she shall sign or countersign such instruments that require his/her signature and shall perform all duties adjacent to his/her office or those that are required by the Board. He/she may be required to give such bond for faithful performance of his/her duties as the Board of Directors in their uncontrolled discretion may require. No Director shall be liable for failure to require any bond or for the insufficiency of any bond or for any loss by reason of any failure of the Company to receive an indemnity thereby provided.

### MEETINGS

13. The Annual Meeting of the Shareholders shall be held at the Company in the City of Hamilton. Notice of the time and place for holding a meeting of the shareholders shall, unless all the shareholders entitled to notice of the meeting have waived the notice, by delivering it to each shareholder entitled to notice of the meeting in writing, ten days or more before the date of the meeting to the shareholder's last address as shown on the books of the company. No shareholder in arrear is entitled to vote at a meeting. All questions proposed for the consideration of the shareholders at a meeting of shareholders shall be determined by a majority vote cast. The chair presiding at the meeting has a second or casting vote in case of an equality of votes. The Annual Meeting must be called no later than three months from the end of the fiscal year. The Annual Meeting shall be to elect Directors, and for the full disclosure of the financial books as well as all other general preparations relating to the management of the Company's affairs.

1. A General Meeting of the Shareholders may be called at any time by the Directors for any purpose, and it is incumbent on the President to call a Special Meeting of the Shareholders whenever required to do so in writing by the holders of not less than one tenth of the subscribed capital stock of the Company, for the transaction of any business specified in such requisitions.

At least 25%of the shareholders are required to constitute a quorum at any shareholders' meeting and all motions shall be carried by a majority vote, except when a given matter requires a vote in excess of a majority vote.

1. The meetings of the Directors shall be held as often as the business of the Company may require, and shall be called by a Director.
2. Decisions to be made arising at the meetings of Directors shall be decided by a majority vote. In case of an equality of votes, the President/Chair, in addition to his/her original vote shall have a casting vote.
3. Every question submitted at a meeting of Shareholders shall be decided in the first instance by a show of hands. In the case of an equality of votes, the chairperson shall vote on a show of hands and at a poll have a casting vote in addition to the vote or votes to which he/she may be entitled as a Shareholder.

### POLLS

1. Unless a poll is demanded at a meeting, a declaration by the Chair that are solution has been carried or carried unanimously or by any particular majority or lost or not carried by a particular majority shall be conclusive evidence of the fact.
2. If a poll is demanded at a meeting, it shall be taken in such manner and either at once or after adjournment as the Chair directs. The result of a poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
3. A demand for a poll may be withdrawn.
4. Only one vote per unit/household is allowed at a meeting in respect of such share or shares as if he/she were solely entitled thereto, and if more than one of such persons be present at any meeting, that one of the said persons so present whose name stands first in the books of the Company or before the other or others in the books of the Company in respect of such share or shares, shall alone be entitled to vote in respect thereof.
5. At Shareholders' Meetings, every Shareholder shall be entitled to one vote per each unit/household and Shareholders are entitled to vote by Proxy.
6. The following persons are disqualified from being a director of the corporation:
7. A considered to be a minor in the Province of Ontario.
8. A person who is of unsound mind and has been so found by a court in Canada or elsewhere.
9. A person who is not a natural person.
10. A person who has the status of bankruptcy.
11. A person who is in arrears with their fees.
12. A person who becomes in arrears with their maintenance fees while holding office is automatically removed from the Board by the other Directors.
13. A person who breaks the Rules and Regulations of the Corporation while holding office shall be removed from office by the other Directors.

The following conditions apply to candidates prior to elections for the Board of Directors.

1. All Directors of our corporation must be a resident of Canada.
2. All Directors must be eligible to be bonded. It is not necessary that a bond be purchased.
3. All Directors must have a Police Clearance Check and bear no criminal record.
4. All Directors must have a good credit rating.

### REMUNERATION OF DIRECTORS

25. The wages paid to the Board shall be fixed $5,500.00and shall be frozen at a figure agreed upon by the Directors and approved by shareholders at the AGM.. The Board of Directors may divide this amount amongst themselves as they deem fit.

26. The Directors shall from time to time adjust the salary or wages to be paid officers and servants of the Company.

### MANAGER

1. The Directors may appoint a person to manage the maintenance of the property owned by the Company, and may empower him/her to employ caretakers and other servants as well as to purchase fuel and other supplies on the companies behalf.

### SHARES AND CERTIFICATES

1. Shares in the Company's Capital Stock shall be allotted by resolution of the Directors.
2. No Shareholder shall, without the express sanction of the Directors to be signified by resolution passed by the Board transfer his/her shares.
3. No transfer of shares shall be registered unless and until the Directors have by a unanimous resolution approved the transfer of such shares and the registration of the transfer and the Directors shall be under no obligation to give such approval or to give any reason for withholding same. If the resolution prohibiting the transfer of shares is not unanimous, then the shareholder petitioning for such transfer shall be given reason for their prohibition by the Directors.
4. When transferred, the full amount of the shares shall be transferred in block to one person or two persons jointly and at the same time the agreement and lease with reference to the apartment suite held by the Shareholder who transferred his/her stock shall be assigned to the purchaser of the stock under covenant that the purchaser will fully carry out all of the terms of the said agreement and lease.
5. Share Certificates shall be in such form as the Board of Directors may by resolution approve and such Certificates shall be signed by the President or Vice-President and the Secretary or otherwise as the Board may direct.

### CHEQUES

33. Cheques, drafts or orders for the payment of money, notes and acceptances and bills of exchange, may be drawn, accepted, endorsed and signed by such officers or person or persons whether or not officers of the Company and in such manner as the Board of Directors may from time to time prescribe.

### CONTRACTS

34. Contracts, documents or any instruments in writing requiring the signature of the Company (except trade contracts made in the ordinary course of the Company's business) may be signed by the President, or Vice-President, the Secretary (or a director) and all contracts, documents and instruments in writing so signed shall be binding on the Company without any further authorization or formality. The Board of Directors shall have power from time to time by resolution to appoint any other officer or officers and/or directors on/ behalf of the Company to sign specific contracts, documents or instruments in writing generally. Where required, the seal of the Company may be affixed to such contracts, documents and instruments in writing.

### FISCAL YEAR

1. The fiscal year of the Company shall terminate on the 31st day of March in each year.

### ACCOUNTS

1. The Directors shall cause true accounts to be kept of all monies received and expended by the Company and of the credits and liabilities of the Company; all books shall be kept at the head office of the Company.
2. At least once in every year the Directors shall lay before the shareholders in general meeting a statement of the income and expenditures of the past year and shall supply a printed or mimeographed statement to every shareholder. In addition the Directors shall supply each and every shareholder with a simple profit and loss statement within ten (10) working days following each quarter of the fiscal year.

### BANK ACCOUNTS

1. Bank Accounts(s) shall be kept in the name of the Company at a bank to be  
   selected by the Board, and all receipts of the Company shall be deposited in the said bank accounts and all payments by the Company shall be made by cheques on the said accounts. All cheques on the bank account shall be signed by the President, the Treasurer and the Secretary or any other Director appointed by resolution by the Board of Directors or any two of them.
2. No dividends shall be payable upon the capital stock of the Company, but payments shall be made to all Shareholders yearly of at least fifty per cent of the yearly surplus earned by the Company, which payments shall be made to all of the Shareholders in proportion to the business done by each Shareholder with the Company. For the purpose of determining the portion of the business done by each Shareholder with the Company, the amount contributed by each Shareholder by way of the monthly payments paid by him/her with respect to the apartment held by him/her under the said agreement and lease, shall be the determining factor.

### AUDITORS

40. That one or more auditors shall be appointed by the Directors, whose duty it shall be to examine and audit all books of the Company and all documents having reference to the business thereof. It shall be their duty to examine the same and to make a report thereon to the Directors as soon after the close of the financial year as possible; together with such suggestions or recommendations as they may think fit.

### CHANGING OF BY-LAWS

41. By-Laws shall not come into effect and force until confirmed at a Shareholders' Meeting. The Directors may from time to time repeal, amend and re-enact this By-Law, but such change shall not become operative until confirmed at the next Annual Meeting or a Special Meeting of the Shareholders by a vote of at least three-fourths of the Shareholders attending such meeting.

### NOTICE OF MEETING

42. A written notice stating the day, hour, and place of meeting and the general nature of the business to be transacted, shall be served by sending such notice to each Shareholder entitled to vote at such meetings through the post, in a prepaid wrapper or letter, ten days (exclusive of the day of mailing, but inclusive of the day for which notice is given) before the date of every meeting directed to such address as appears on the books of the Company, or if no address be given therein, then to the last address of such Shareholder known to the Secretary; provided always that a meeting of Shareholders may be held for any purpose at any time and at any place without notice if all the shareholders entitled to notice of such meeting are present at the meeting or if the absent Shareholders shall have signified their assent in writing to such meeting being held. Notice of any meeting or any irregularity in any meeting or in the notice thereof may be waived by any Shareholder.

### TIME LIMIT FOR DEPOSITING PROXY VOTES

1. Pursuant to Section 84(5) of the Corporations Act, the time limit for deposit of proxies preceding any meeting of shareholders is hereby fixed at 48 hours (excluding Saturdays, Sundays and or Holidays) in which proxies are to be delivered to the Chair of the Meeting.

### LOST CERTIFICATES

1. In the case of the loss, defacement or destruction of a certificate for shares held by a Shareholder, the fact of such loss, defacement or destruction shall be reported by such Shareholder to the Company or the transfer agent (if any) with his statement verified by oath or statutory declaration as to the loss, defacement or destruction and the circumstances attending the same and with his request for the issuance of a new certificate to replace the one so lost, defaced or destroyed. Upon giving to the Company (or if there be a transfer agent and registrar then to the Company and such transfer agent and registrar) a bond of a surety company or other security approved by the Board of Directors and in such form as is approved by the Board of Directors (and by the transfer agent and registrar, if any) indemnifying the Company (and its transfer agent and registrar, if any) against all loss, damage, or expense to which the Company and/or the transfer agent and registrar may be put by reason of the issuing of a new certificate to the said Shareholder, a new certificate may be issued to take the place of the one lost, defaced or destroyed if such issuance is ordered by the President of the Company for the time being or by the Board of Directors.

PASSED THIS 19th day of December, A.D. 1952.

Signed byF.E.Wigle, Chairman and Shirley Cornelius, Secretary

### REVISIONS TO THE BY-LAWS

PASSED ON THE FOLLOWING DATES

3. February 10\* 1998 Signed by Douglas Crawford, Chairman

and Gail Wood, Secretary

13. Corporations Act of Ontario

1. Corporations Act of Ontario
2. February 10th 1998 Signed by Douglas Crawford, Chairman

and Gail Wood, Secretary

25. March 27th 1998 Signed by Douglas Crawford, Chairman

and Gail Wood. Secretary

37. February 10th 1998 Signed by Douglas Crawford, Chairman

and Gail Wood, Secretary

43. Corporations Act of Ontario

October 30th, 1997 Signed by Douglas Crawford, Chairmanand Joseph Rodley, Secretary

19. Changes to by-law as per municipal by-lawMarch 11th, 2012 Signed by Radomir Wojcik, Secretary and Susanne Salmon, President

28. Changes to Pets Clause

February 7th, 2012 Signed by Radomir Wojcik and Susanne Salmon, President

Secretary.…

## BY-LAW NO. 2

### BORROWING OF MONEY BY THE COMPANY

**BE IT ENACTED AND IT IS HEREBY ENACTED as a By-Law of BURBANK PLACE APARTMENTS LIMITED (hereinafter called the "Company") as follows:**

1. The Directors may from time to time

1. borrow money;
2. issue bonds, debentures, debenture stock (both perpetual and terminable) or other securities;
3. pledge or sell such bonds, debentures or debenture stock, or other securitiesfor such sum and at such prices as may be deemed expedient or be necessary;
4. charge, hypothecate, mortgage or pledge any or all of the real or personal property, including book debts and unpaid calls, rights, powers, undertaking and franchises of the Company to secure any bonds, debentures, debenture stock or other securities, or any liability of the Company.
5. The Directors may from time to time authorize any Director or Directors, Officer or Officers, Employee of the Company, or other person or persons, whether connected with the Company or not, to make arrangements with reference to the monies borrowed or to be borrowed as aforesaid, and as to the terms and conditions of the loan thereof, and as to the securities to be given therefore, with power to vary or modify such arrangements, terms and conditions and to give such additional securities for any moneys borrowed or remaining due by the Company as the Directors of the Company may authorize and generally to manage, transact and settle the borrowing money by the Company.
6. The Directors may from time to time authorize any Director or Directors, Officer or Officers, Employee of the Company or other person or persons, whether connected with the Company or not, to sign, execute and give on behalf of the Company all documents, agreements and promises necessary or desirable for the purposes aforesaid and to draw, make, accept, endorse, execute and issue cheques, promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments, and the same and all renewals thereof or substitutions therefore so signed shall be binding upon the Company.
7. The powers hereby conferred shall be deemed to be in supplement to, and not in substitution for, any powers to borrow monies for the purposes of the Company possessed by its Directors or Officers independently of the borrowing By-Law.

ENACTED this 19th day of December, 1952 Witness the corporate seal of the Company. F.E.Wigle, President and Shirley Cornelius, Secretary

### AUTHORIZATION OF OFFICERS

AUTHORIZATION TO TAKE BILLS OF SALE AND CHATTEL MORTGAGES

On motion duly made and seconded and unanimously carried the following resolution was passed:

BE IT RESOLVED THAT the President, the Secretary, the Treasurer, be and any two of them are hereby authorized for the Company and on the Company's behalf to take and renew all bills of sale, chattel mortgages and assignments of book debts necessary or expedient to be taken and/or renewed from time to time and to make such affidavits as may be required for the registration or filing thereof and for the purposes aforesaid each and every of the said officers is hereby given full power and authority to perform and execute all acts, deeds, matters and things necessary to be done in the premises.

### LOCATION OF HEAD OFFICE

On motion duly made and seconded and unanimously carried the following resolution was then passed:

BE IT RESOLVED THAT the location of the head office of the Company in the City of Hamilton until changed be at No. 137 Emerald Street South.

### BANKING AND SIGNING OFFICERS' RESOLUTION

On motion duly made and seconded and unanimously carried a general banking and signing officers' resolution and a resolution as required by the Company's bankers, both in the form annexed to these minutes as schedules were passed and certified copies thereof directed to be delivered to the Company's bankers, along with a certified copy of By-law No. 3.

### RESIGNATIONS

Mr. James Murray Gage then presented his resignation as a director together with a transfer of his qualifying share to Miss Anne Shutt. The resignation, which is annexed, to the minutes, was accepted and a transfer of the said share to Miss Anne Shutt was directed to be recorded forthwith. The transfer of the said share having been recorded and, it appearing that Miss Shutt held the necessary share qualification, she was, on motion duly made and seconded and unanimously carried, elected a director of the Company in place of Mr. Gage. Miss Shutt then took her place at the meeting.

Miss Vera Day then presented her resignation as a director and Treasurer of the Company together with a transfer of her qualifying share to Miss Katharine Kelly. The resignation, which is annexed to these minutes, was accepted and a transfer of the said share to Miss Kelly was directed to be recorded forthwith. The transfer of the said share having been recorded and, it appearing that Miss Kelly held the necessary share qualifications, she was, on motion duly made and seconded and unanimously carried, elected a director of the Company in place of Miss Day. Miss Kelly then took her place at the meeting. On motion duly made and seconded and unanimously carried, Miss Kelly was appointed Treasurer of the Company.

On motion duly made and seconded and unanimously carried, the following resolution was passed:

BE IT RESOLVED that the above mentioned transfer be approved.

The written resignations above-mentioned were directed to be annexed to the minutes of this meeting as schedules.

### RETURN OF CHANGES IN DIRECTORS

A return in changes in directors to date was directed to be filed in the office of the Provincial Secretary. A copy of the return as filed appears as a schedule to these minutes.

The following memorandum was read and ordered to be inserted in the minutes:

We, the directors of the above-mentioned Company, hereby consent to the holding of this meeting at the above time and place, and we do hereby waive notice of this meeting and consent to the transaction of such business as may have come before it as testified by our signatures hereto.

Signed by F.E.Wigle, James M. Gage, James Whitney, Vera Day and Shirley Cornelius

The meeting then adjourned.  
F.E.Wigle, Chairman Shirley Cornelius, Secretary of the meeting

On motion it was resolved as follows:

1. (a) Any cheque, bill of exchange, or other negotiable instruments, made,

drawn, accepted, endorsed or executed, in the name of the Company,

and signed by, or if necessary or convenient, sealed and attested on

its behalf by the three officers of the Company shall be binding upon

the said Company.

(b) The President, Secretary, Treasurer, or any one of them shall have power to arrange, settle, balance and certify all books and accounts between the Company and its bank, and to receive all paid cheques and other vouchers, and any one of them may be writing, to be filed with the bank, delegate from time to time this power to some other employee of the Company.

2. The signature of any one of the officers or persons aforesaid upon any bill of exchange payable to the Company's bank purporting to be drawn by the Company, upon any customer thereof or upon any other person, shall be sufficient to bind the Company; and the endorsement upon any cheque or other negotiable instrument for deposit in said bank to the credit of the said Company shall be binding on the Company, if signed by any one of said officers or persons or stamped by a rubber stamp or other device, and every such signature and stamping are hereby ratified and it shall not, so far as affects the responsibility of the Company, be material in any case whether in  
fact the said signatures shall have been made or stamp or other device affixed by a person duly authorized.

3. A certified copy of this resolution shall be handed to the Company's bank for its guidance and information in the premises, and the Company undertakes that this resolution shall be binding on the Company until a resolution abrogating the same shall have been passed, and a copy thereof, duly certified under the seal of the Company, delivered to the said bank at each branch where such account shall be kept.

## BY-LAW NO. 3

### AUTHORIZING THE PURCHASE OF ASSETS

**BE IT ENACTED as a by-law of BURBANK PLACE APARTMENTS LIMITED that:**

1. The Company do purchase the property mentioned in a certain draft agreement between William J. Fraleigh and this Company, dated the 3rd day of February, 1953, (a copy of which has been initialed for the purpose of identification by the President of this Company) for the consideration and upon the terms and conditions contained in such agreement.
2. The President or the Vice-President, together with the Secretary of the Company be and they are hereby authorized to execute the said agreement under the corporate seal of the Company after confirmation of this by-law by the shareholders of the Company.
3. After the execution of the said agreement on behalf of the Company, there be allotted and issued to the said William J. Fraleigh as fully paid and non-assessable the share mentioned in the said agreement and the proper officers of this Company be and are hereby directed and authorized to issue and deliver certificates for the said shares to, or in accordance with, the direction of the said William J. Fraleigh.
4. Upon the execution of the said agreement, the directors and proper officers of the Company be and are hereby authorized to do, sign, perform and execute all acts, deeds, documents or things necessary, expedient or incidental to the carrying out of the said purchase, or which counsel may advise, and to affix the seal of the Company to all documents required for that purpose.

Enacted this 31st day of March, 1953

Signed by F. Wigle, President and Shirley Cornelius, Secretary.

MINUTES of a meeting of the board of directors of BURBANK PLACE APARTMENTS LIMITED, held at 209 Birks Building, 29 James Street South, Hamilton, Ontario, on the 1st day of April, 1953, at the hour of 2.00 o'clock in the afternoon.

PRESENT: Francis Elliott Wigle, Anne Shutt, James Whitney, Katharine Kelly and Shirley Cornelius being all the directors of the Company.

On motion duly made and seconded and unanimously carried Mr. Wigle took the chair and Miss Cornelius acted as Secretary of the meeting.

All the directors being present and having waived notice of the meeting, the meeting was declared to be regularly constituted.

The minutes of the last meeting were read and directed to be signed as correct.

The President reported that subscriptions had been received for seven hundred and eighty (780) shares of stock in the Company.

On motion duly made and seconded and unanimously carried, the following resolution was passed:

### NUMBER OF SHARES & CERTIFICAT NUMBERS

BE IT RESOLVED that seven hundred and eighty (780) shares of the par value of SI00.00 each be and the same are hereby allotted at par to the persons under mentioned in the amounts set opposite their respective names:

Number of Shares Certificate Number

Walter Sherman and Elizabeth Sherman 30 8

Maude Trainor 30 9

Maude Trainor 20 10

Alice J. Walsh 20 11

Franklin Roberts and Pearl Roberts 15 12

Karl S. Westhaver 15 13

Orpha Vila 20 14

Iris Lorraine Bowyer 20 15

Mary J. North 20 16

Dorothy Carey 20 17

Edward M. Marshall and Jean Marshall 25 18

Ennis Cole 25 19

Andrew O. Orr and Eva Lillian Orr 30 20

Ann Woodley 30 21

William Sumner and Violet Sumner 20 22

Nelson H. James and Lydia James 20 23

Alice Ingledew 15 24

Florence M. Ryan 15 25

Maud S. Brown 20 26

Jessie E. Latimer 20 27

Rose Stewart 20 28

William J.Caffery and Bertha M.Caffery 20 29

Margaret R. Andrews 25 30

Marion Rogers 25 31

Ferguson Stewart and Jessie Stewart 30 32

William J. Fraleigh Sr. 30 33

John Sudale and Muriel Sudale 20 34

Mary E. Lawlor 20 35

Genevieve Stewart 15 36

Laura M. Gingrich 15 37

Harry F. Etherington 20 38

Donald O.S.Orr and E. Orr 20 39

Joyce A. Fielding 20 40

Annie L. Sweeney 20 41

WilliamJ.McConnell and JoanE.McConne 25 42

Elizabeth Beaudin 25 43

AND BE IT FURTHER RESOLVED that the Secretary of the Company be and she is hereby directed to give notice of allotment to each of the above named allotted.

AND BE IT FURTHER RESOLVED that forthwith upon payment in full for the said shares, certificates aggregating the said number of shares be issued to the above-named allottees in the amounts set opposite their respective names and forthwith upon issuance of certificates the shares represented thereby shall be deemed to be issued and held as fully paid and non-assessable shares.

The Chairman stated that each subscriber had agreed to sign an agreement and lease with the Company and that this agreement and lease should be signed by each subscriber before the stock certificates are delivered.

On motion duly made and seconded and unanimously carried, the following resolution was passed:

BE IT RESOLVED THAT the Secretary arrange for the execution of the agreement and lease with the Company by all the above-named allotted before delivering the stock certificates to the allotted.

The following memorandum was read and ordered to be inserted in the minutes:

We, the directors of the above-mentioned Company, hereby consent to the holding of this meeting at the above time and place, and we do hereby waive notice of this meeting and consent to the transaction of such business as may have come before it as testified by our signatures hereto.

F.E. Wigle, Anne Shutt, James Whitney, Katharine Kelly, Shirley Cornelius

The meeting then adjourned.

F.E.Wigle, Chairman Shirley Cornelius, Secretary of the meeting.

## BY-LAW NO. 4

### PARKING SPACE

Respecting the Parking lot of Burbank Place Apartments Limited

BE IT ENACTED AND IT IS HEREBY ENACTED as a By-Law of Burbank Place Apartments Limited, at a special meeting of the shareholders by a vote of at least three-quarters of the shareholders attending such meeting, which was held on the 4th day of February A.D. 1975, in the Board Room of 137 Emerald St. S., Hamilton, Ontario.

"THAT individual or joint-owners of a Burbank Apartment who own a vehicle, will be permitted, if space available, the use of ONE Parking Space only, per Unit, for his, her, or their own car. The use of this space cannot be transferred to any other person."

Moved by VV. Galloway Seconded by Olive Gooby. Carried.

PASSED THIS 4\* day of February A.D. 1975.

Muriel Gordon, Secretary and Edward Marshall, President.