

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 600

256 JARVIS STREET

OWNER AND RESIDENT GUIDE

Welcome to MTCC 600 - 256 Jarvis Street. This is a private condominium residence consisting of 54 suites owned by individuals. A five-person Board of Directors oversees day-to-day operations, sets policies, supervises the operating/reserve budgets and generally represents the interests of all residents.

In order to promote pleasant living conditions for all residents, our Owners have established a number of rules and regulations which are believed to be a necessary part of the successful and satisfactory operation of your Condominium Corporation. In living together each Owner and Resident not only has certain rights but also has certain obligations to other residents. We must remember that the Rules and Regulations we establish are for our mutual benefit and comfort.

This Guide has been prepared to help all residents become fully informed of their duties and responsibilities under the Declaration, By-Laws and Rules and Regulations of this Condominium Corporation, pursuant to the provisions of the Condominium Act 1998. This booklet is a guide. It is not intended to be a complete transcript of what is contained in our official documents, but rather a summary and clarification of the points which most affect residents (both owners and tenants). These points have been organized under alphabetical topics for easier reference. The notations (A), (D), (B) and (R) are to indicate whether the point is from the Condominium Act (A), Declaration (D), By-Laws (B), Rules and Regulations (R), or Fire Safety Plan.

We believe in the honour system and the use of common sense in all cases, and welcome any suggestions for improvements to this Guide. Any suggestions for improvements to this Guide should be directed to the Board of Directors.

Office

256 Jarvis Street, Suite 2C

Building Manager

Suite 2C

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RESPONSIBILITIES

OWNERS

Owners, whether they are residents or non-residents, are responsible for knowing the contents of the Declaration, the By-Laws, and the Rules and Regulations of this Condominium, and conducting themselves accordingly. It is also recommended that every owner read and understand the contents of the [Ontario Condominium Act – 1998](#), available at no cost online.

The resident or non-resident owner must provide the Corporation with the following information:

- his/her address and phone number(s),
- email address,
- emergency contact name(s) and number(s),
- car license, car make and colour.
- Changes are to be in writing and delivered to the Condominium office at Suite 2C or sent by email to 256jarvis@gmail.com in a timely manner.

If a non-resident owner or his/her agent rents or leases a suite to a tenant, the owner remains responsible for ensuring that the tenant is provided a copy of the Owner and Resident Guide. Each suite is to be used only as a private single-family residence and for no other purpose.

If a non-resident owner or his/her agent rents or leases a suite to a tenant, the owner must notify the Corporation that his/her suite is leased or that a lease has been renewed and provide a copy of the lease to the Board, within 30 days. Similarly, the owner must notify the Corporation when the tenancy terminates.

Information to be supplied to tenant – Under the Act, it is the responsibility of the non-resident owner to provide the tenant with a copy of the Declaration, By-Laws and Rules.

TENANTS

Tenants who rent or lease a suite from an owner have an obligation to the owner and other residents of this Condominium Corporation to abide by the Declaration, By-Laws, and Rules and Regulations. Failure to abide can lead to eviction of the tenant from the suite and premises.

If the landlord is a non-resident owner, a tenant must determine who is to be called in the event of an emergency.

The tenant, when provided with written notice by the Corporation, shall pay out of his/her rent due the amount of the default of the landlord/owner's common expenses. Tenants are not in default of their tenancy agreement in so doing.

RESIDENTS

In the following text, "residents" should be interpreted to include owners, residents, tenants and/or their visitors.

VISITORS

It is the residents' responsibility to ensure that their visitors abide by the Declaration, By-Laws, and Rules and Regulations. Residents are at all times responsible for their guests while in any of the common element areas.

MANAGEMENT/STAFF

This Condominium Corporation is governed by a Board of Directors or other Agents acting on its instructions.

Changes and additions to the Rules and Regulations will be provided to all suite owners and will be posted on the Bulletin Board located in the lobby for a period of 30 days before becoming officially enforceable. Should an owner wish to do so, owners of at least fifteen percent of the suites may sign and deliver to the Board within 30 days of receipt of the notice, a requisition requiring the Board to call a meeting of owners to consider the rule.

FAILURE TO OBSERVE RULES AND ENFORCEMENT

- (R) Staff is vested by the Board of Directors with the day-to-day responsibility to enforce the Declaration, By-Laws, and Rules and Regulations.
- (R) Failure by residents or their visitors to comply with the rules may lead to eviction from 256 Jarvis Street.
- (R) Any loss, cost or damage incurred by the Corporation by reason of a breach of any rules in force from time to time, by owners, their family, visitors, agents or occupants of their suite shall be borne by such owners and may be recovered by the Corporation against such owners in the same manner as common expenses.

COMPLAINTS/PROBLEMS

Complaints/problems are to be in writing and delivered to the Condominium office at Suite 2C, or sent by e-mail to 256jarvis@gmail.com.

TOPICS IN ALPHABETICAL ORDER

ACCESS CARDS / FOB's

- (R) Every resident is required to possess an access card or fob and suite key. Cards or fobs are provided by Management upon payment of a non-refundable fee. Access cards or fobs in good condition are replaced free of charge should they prove to be defective.

ADDITIONS, ALTERATIONS, MAINTENANCE AND REPAIRS

- (D) No owner or resident of a residential suite shall make any structural change or alteration in or to a suite or any change to the common elements without written consent of the Board of Directors.
- (B) Owners must engage an appropriately qualified and licensed professional to carry out necessary maintenance, repairs or improvement of any part of the unit or personal property or appliance in the unit.
- (R) A refundable deposit is required for any renovations. Damage sustained or expenses related to such instances will be deducted from the deposit.
- (R) Nothing that would deface the appearance of the Condominium shall be permitted. No awning or shade shall be erected over or outside any window without the prior written consent of the Board. Only conventional drapes, blinds or sheers of neutral colour shall be permitted to cover windows as deemed appropriate by the Board of Directors.
- (D) Owners shall maintain their suites and, subject to the provisions of the Declaration and the Condominium Act, shall repair their suite after damage, all at their own expense. Each owner shall be responsible for damage to any other suite or to the common elements which is caused by the owners or those whom by law they are responsible for, or caused by the failure of the owners to so maintain and repair their suite.
- (D) The Corporation shall make any repairs that owners are obligated to make and that they do not make within a reasonable time. Expense for such repairs will be recovered by the Corporation as set out in the Declaration.
- (R) Carpeting shall be installed in all dwelling suites sufficient to prevent noise from unreasonably disturbing owners and, on receipt of a written notice from the Board or the Building Manager, the owner of a suite shall install adequate additional carpeting to prevent noise which may or does disturb the comfort or quiet enjoyment of the property by any other occupant of another suite.

- (D) The Corporation shall maintain and repair the parking spots and the common elements and shall repair and maintain all doors which provide means of access to and from a suite and all windows, save and except for maintenance of interior surfaces of windows and doors providing access to and from a suite, all at its own expense, whether such doors and windows are part of a suite or are part of the common elements.
- (R) Work hours for construction are 9:00 a.m. to 4:00 p.m. Monday to Friday, unless otherwise approved in writing by the Board of Directors. This minimizes noise and inconvenience to neighbours. Owners are not to carry on major repairs or alterations within the exclusive use areas of their suites without prior written consent from the Board of Directors. Owners are responsible to remove all debris from the premises.

BICYCLES

- (R) No bicycle shall be taken into the building except through the entrance designated for such purpose. The garage door is the designated entrance for bicycles and all bicycles must be stored in the garage. No bicycles are to be moved through the halls, lobby or elevators.

Enclosed and open spaces for bicycles are available on both P1 and P2 garage levels. A refundable key deposit is required. Ask the Building Manager for availability and designation of a bicycle spot.

- (R) Only bicycles belonging to residents or owners may be stored in the underground parking. Such bicycles must have an identification sticker/decal in an easily visible location on bicycle. Decals will be provided by the Board of Directors. Ask the Building Manager for availability. It is recommended that the sticker/decal be put on the down bar/cross bar or seat bar of the bicycle. Bicycles not having the sticker/decal will be removed from the underground parking area, after notification is posted for 15 days on the Bulletin Board of MTCC 600 and donated to a charity, or if not in working order will be sent to the waste bin for refuse removal.

The enclosed bicycle areas are not meant for storage and no item other than bicycles may be put into the enclosed areas. Any item other than bicycles will be removed and disposed of after notification is posted for 15 days on the bulletin board of MTCC 600.

COMMON AREAS

- (R) All common element areas are to be kept clean and free of litter at all times.

- (R) Consumption of food or beverages is not permitted in the reception area of the lobby, elevators, stairwells, hallways or garage.
- (R) No auction sale shall be held on the property.
- (R) No one shall harm, mutilate, destroy, alter or litter any of the landscaping (including grass, trees, shrubs, hedges, flowers and flower beds).
- (R) No building structure or tent shall be erected and no trailer either with or without living, sleeping or eating accommodation shall be placed, located, kept or maintained in or on the common elements except with the consent of the Board of Directors.
- (R) **No smoking is permitted in the lobby, elevators, stairwells, hallways or garage.** Smoke-Free Ontario Act prohibits smoking or vaping in any common indoor condominium areas.

DOOR LOCKS

- (R) The Corporation shall retain a key to all locks to each suite. No resident shall change any lock or place additional locks on the door to any suite without immediately providing a key for each new or changed lock to the Board of Directors or its agent in a sealed envelope with the suite number marked on the envelope.

ELECTRICAL PANEL

The electrical panel is located in the walk-in-closet. If the panel has not been converted to circuit breakers, all fuses are 15 amps except the stove and dryer fuses which are 40 amps. You should use only the appropriate size of fuse for each circuit.

FIRE PROCEDURES AS PER OFFICIAL FIRE SAFETY PLAN

EMERGENCY PROCEDURES FOR OCCUPANTS

The actions to be taken by occupants in emergency situations are posted on each floor and at all Pull Stations.

REMAIN CALM

This building is equipped with a single-stage Fire Alarm System. The Fire Alarm System is to be activated to alert the other occupants of an emergency and to put into operation the approved Fire Safety Plan. Toronto Fire Services is to be notified by telephone **9-1-1**, giving the correct address and the exact location of the fire (floor number and/or suite number).

INSTRUCTIONS TO OCCUPANTS ON FIRE PROCEDURES

UPON DISCOVERY, ALL OCCUPANTS WILL:

- Leave the area
- Close all doors behind you
- Activate the Fire Alarm – Use Pull Station
- Telephone Toronto Fire Services – Dial 9-1-1 (NEVER assume this has been done!). Know and give the correct address and location of the fire in the building.
- Use EXIT stairwells to leave the building when safe to do so.
- DO NOT USE ELEVATORS
- DO NOT GO TO ROOF
- DO NOT RETURN until it is declared safe to do so by Fire Officials
- Your building is equipped with a fire alarm system with automatic detection and manual pull stations. If you encounter smoke or fire, pull the red pull station located at the end of each corridor to activate the alarm.
- Your elevators automatically retrieve and **WILL NOT RESPOND** during an alarm.
- In a power failure, your Emergency Lighting is designed to remain on for two (2) hours.

EMERGENCY PROCEDURES FOR OCCUPANTS

CAUTION

If smoke is heavy in the corridor, it may be safer to stay in your area. Close door and place a wet towel at the base of the door. If you encounter smoke in the stairway, use an alternate exit.

IF YOU ARE IN A SUITE AND A FIRE ALARM IS HEARD:

- BEFORE opening door, feel door and door knob for heat.
- If NOT HOT, brace yourself against the door and open slightly.
- If you feel AIR PRESSURE or HOT DRAFT, close door quickly.
- If you find NO FIRE or SMOKE in the corridor, close door behind you and leave by the nearest exit stairwell.
- If you encounter smoke in the corridor or stairwell, consider taking corridor to the other side of the building where another stairwell may be clear, or return to your suite.

IF YOU CANNOT LEAVE YOUR SUITE, OR HAVE RETURNED TO IT BECAUSE OF FIRE OR HEAVY SMOKE, REMAIN IN YOUR SUITE AND

- Close the door but leave it UNLOCKED for possible entry by Fire fighters.
- Dial **9-1-1** and tell **Toronto Fire Services** where you are located.
- Seal all cracks, where smoke can get in, by using wet towels or sheets.
- Crouch low to the floor if smoke enters the room. Let **9-1-1** know of your situation.
- Move to the most protected room and partially open the window. Close the window if smoke comes in.
- Signal Fire Fighters by waving a sheet or towel from a window.
- Wait to be rescued – remain calm – DO NOT panic or jump!
- Listen for instructions or information that may be given by authorized personnel.

FIRE EXTINGUISHMENT: CONTROL OR CONFINEMENT

In the event a small fire cannot be extinguished with the use of a portable fire extinguisher, or if the smoke presents a hazard to the operation, the door to the area must be closed to confine and contain the fire. Leave the fire area. Ensure that **Toronto Fire Services** has been notified at **9-1-1** and wait in a safe location away from the fire for them to arrive. If you come upon a small fire, an extinguisher can be utilized to extinguish it.

NOTE: This is **ONLY** a **voluntary** act.

FIRE HAZARDS

In order to avoid fire hazards in the building, occupants are advised to:

- **AVOID** unsafe cooking practices (deep-fat frying, too much heat, unattended stoves, loosely hanging sleeves)
- **NOT** use unsafe electrical appliances, frayed extension cords, over-loaded outlets or lamp wire for permanent wiring
- **AVOID** careless smoking. Use ashtrays and **NEVER** smoke in bed.
- **AVOID** leaving a portable heater unattended.
- **AVOID** leaving lit candles, or any open flame, unattended.
- **(B)** - Regularly inspect and clean or replace dryer vents and ductwork
- **NOT** put burning materials such as cigarettes and ashes into garbage chutes.
- **NOT** dispose of flammable liquids in garbage chutes.
- **NEVER** force cartons or oversized objects into garbage chutes because they may block the chute.

OCCUPANTS ARE ADVISED TO:

- Know where the Alarm Pull Stations and exits are located.
- Call **Toronto Fire Services** non-emergency phone number **416-338-9050** when a fire hazard is apparent.
- Know the correct building address.

- Notify the building office staff of any disabled persons or any persons requiring assistance residing in the suite.

SMOKE DETECTORS

- Ensure no person intentionally disables a smoke detector.
- (B) Owners must maintain smoke detectors located within the owner's unit and repair or replace them on a timely basis.
- The smoke detectors in your suite show a light when they are operational. It is the owner's responsibility to test if they are functioning properly by pressing up on the underside of the unit. Smoke detectors that are not functioning must be reported immediately in **writing** to the 2nd floor Management Office upon which notification the detector will be repaired or replaced at the owner's expense.

(R) PERSONS SETTING A FALSE ALARM WILL BE PROSECUTED

GARBAGE

- (R) Residents shall not place, leave or permit to be placed or left in or upon the common elements any debris, refuse or garbage.
- (R) All debris, refuse or garbage shall be securely wrapped and tied in two plastic bags which fit down the garbage chute and shall be sent down the chute between the designated hours of 7:30 a.m. and 9 p.m. only.
- (R) Before leaving their suite, residents shall ensure that the garbage bags are not leaking or dripping, as this will result in staining the carpet in the hallways.
- (R) Most paper materials and glass containers are recyclable, as are most plastics and most styrofoam. All recyclable materials must be placed in the appropriate recycling box in the garbage room on each floor. Refer to the recycling guideline on our 256 Jarvis.com website or the Recycle Guidelines posted in the garbage room on each floor.
- (R) Large items that will not fit into the chute are not to be left in the garbage room. Items such as mattresses, appliances, etc. are to be removed from the premises at the expense of the owner. Refer to the www.256jarvis.ca website for more information.

HEATING/COOLING UNITS

- (R) HVAC units, which are owned by and are the responsibility of the owner to maintain, provide cooling in summer or heating in winter by fans which recirculate air from the suite over coils which either heat or cool the air. The fins of the vents at the top of the unit can be moved to direct the air flow. The filters in the units will be cleaned or changed prior to the changeover from heating to cooling and vice versa. As a courtesy, the filter changes are handled by the Corporation. Lubrication is also done at the same time. Notices will be posted by the management when servicing is to take place and access to suites by maintenance staff will be required in order to gain access to this common element area for servicing.
- (B) Maintain a minimum indoor ambient air temperature of 15 degrees Celsius in the unit at all times.

IN-SUITE WASHER AND DRYER

After each use, turn off the water supply valves for your washing machine. If you will be away from your suite for an extended period, we recommend that you also turn off all internal water supply valves for the kitchen and the washrooms.

- (B) Check connections regularly and replace water supply hoses to appliances at least every 5 years with stainless steel-braided hoses with auto shut-off.
- (B) Inspect and replace plumbing and drains beneath sinks, bathtubs, showers and toilets at least every 15 years.

Never run washers or dishwashers unless you are present in your suite.

- (B) Regularly inspect and clean or replace dryer vents and duct work.
- All dryers must be properly vented and **the main washroom fan must be operated when the dryer is in operation to assist venting.**
 - The shut-off valve for the water intake of the clothes washer is located behind the washer in the laundry room wall. Make sure you know where it is.
 - **Do not leave your suite with the washer in operation.**

If your suite has not previously had laundry equipment installed, it is necessary, if you wish to install such equipment, to arrange the following:

- Roughed in plumbing, electrical and venting (all behind drywall in storage room) will have to be accessed and put in functional condition.
- The installation requires installing taps and drainage connection, wiring in a 220 volt plug for the dryer, removal of the existing vent plug, and installation of a secondary lint trap. The Building Manager may be able to suggest a knowledgeable tradesperson to perform this task.

INSURANCE

(B) By-Law 13 contains the definition of a Standard Unit and subrogation restrictions for insurance purposes.

For further clarity:

(B) Unit owners shall obtain and maintain their own comprehensive all-risk condominium unit owners' insurance policy which provides full replacement cost insurance for a broad range of insurable perils not covered by the Corporation's insurance policy.

(B) Owners shall obtain public liability insurance to a minimum of \$2 million.

(B) Owners shall require their tenants to obtain and maintain renters' contents and liability insurance protection when leasing a unit.

KITCHEN

WATER

The shut-off valve for the kitchen sink taps and dishwasher are located in the cupboards under the sink. Follow the water pipes back to find them. Make sure you know where they are, and if renovating, do not block or cover over access to these valves.

To prevent drain clogging, take care to avoid paper, grease, hair, and other solid matter from getting into them.

TAPS

(B) Know and advise all occupants of the location of water shut-off valves and how to use them.

(B) Inspect and exercise shut-off valves regularly.

REFRIGERATOR / FREEZER

- (B) Clean and drain refrigerator drain pans regularly. Every 2 years you must inspect and, re-caulk around your bathtub and around the base of the toilet and the shower and faucet fixtures. This is to prevent the escape of water to the suite(s) below.

MAINTENANCE FEES AND LIENS

- (R) Common element maintenance fees are due and payable on or before the first of each month in the appropriate amount. It is preferred that owners subscribe to our Pre Authorized Payment Plan for which arrangements can be made with the Treasurer. Failing that, 12 post-dated cheques, payable to MTCC 600 can be provided each December to cover the January to December period of the following year.
- (R) The Corporation may place a lien on any suite for which the owner has not paid his/her maintenance fees. Arrears and all legal costs incurred will be the suite owner's responsibility. Should the lien and legal costs not be paid promptly, the Condominium Corporation will instruct its solicitor to proceed with foreclosure on the said suite.
- (R) In the event of a NSF cheque, the owner will be assessed a fee equivalent to the fee assessed by the Corporation's Bank, plus an administration fee payable to MTCC 600.

MOVING

The following information is designed to facilitate moves and minimize inconvenience to other residents. **Moving in/out or between suites requires making arrangements with the Building Manager in advance.**

- (R) A household move is deemed to be a move consisting of personal effects and one or more furniture items moved into or out of the building.
- (R) Notice of a move must be given in writing 7 days in advance to the Building Manager.
- (R) Two cheques payable to MTCC 600 must be submitted at the time of booking the elevator for a move: ○ a cheque (refundable if no damage requiring repairs are noted) and ○ a non-refundable cheque to cover the cost of placing and removing elevator pads, mats, disabling side door alarm system, placing elevator on service, supervision, changing name on security access system, etc.

The current amount of refundable deposit for moves and the moving fee can be found in Schedule of Fees on the last page of this Guide.

- (R) Any unauthorized household move for which cheques were not received will result in a fee and the cost of any damages being assessed against the owner of the suite.
- (R) Elevators may be booked Monday to Friday 9:00 a.m. to 4:00 p.m. (note Jarvis Street Parking Restrictions)
- (R) All moves and deliveries must be made through the side door to the lobby (doors are on an alarm system which must be disabled by the Building Manager).
- (R) Proper elevator protection pads and floor runners must be in place before moving begins.
- (R) Residents and ultimately the owner will be responsible for any damage to the common elements caused by themselves, or anyone acting on their behalf. Common elements include but are not limited to walls, floors, ceilings, doors, light fixtures, breezeway, and elevators. See section "Tradesperson and Delivery Entry" for height restrictions on breezeway.
- (R) No heavy furniture or a shall be moved over any lobby or hall floor, landing or stairs so as to leave marks. Appropriate moving equipment, such as dollies, must be used.
- (R) The Building Manager shall be notified immediately upon completion of the move so that the side door alarm can be re-activated, elevator freed for general use, and damage inspection completed.
- (R) For information concerning deliveries, see section "Tradesperson and Delivery Entry" later in this guide.

NOISE

- (R) Owners, tenants, their families, and visitors shall not create or permit the creation of or the continuation of any noise or nuisance which may or does disturb the comfort or quiet enjoyment of the property by other owners, tenants, their families, visitors, and persons having business with them.
- (R) No noise, caused by any instrument or device, or otherwise, which may be calculated to disturb the comfort of other residents shall be permitted. In particular, no noise whatever will be tolerated between the hours of 10:30 p.m. and 7:30 a.m. any day of the week.

- (R) Radios, iPods or such devices used by residents or their visitors on the second floor recreation area, roof garden, or any other common element area, must be kept at a reasonable volume so as not to disturb others and if requested must reduce volume.

OCCUPATION AND USE OF SUITES / SHORT TERM RENTALS

- (D) Each suite shall be occupied and used only as a private single-family residence and for no other purpose.
- (R) No Airbnb or Short-Term Rentals – No unit may be rented for a period of less than 12 months – Effective July 7, 2018.
- (D) No suite shall be occupied or used by anyone in such a manner as to result in the cancellation or threat of cancellation of any policy of insurance placed by or on behalf of the Corporation. If a suite is occupied or used by anyone in such a manner as to result in an increase in premium cost of any policy of insurance placed by or on behalf of the Corporation, the owner of such suite shall reimburse the Corporation for such increase, and such increase in premium cost shall be added to the owner's contribution towards the common expenses.
- (D) The owner of each suite shall comply and shall require all residents and visitors to this suite to comply with the Condominium Act, the Declaration, the By-Laws and Rules and Regulations.
- (R) Residents shall not do or permit anything to be done in their suites or keep anything therein which will in any way 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 owner, or conflict with any of the rules and ordinances of the Board of Health or with any statute or municipal by-law.
- (R) In order to protect common elements including pipes, drainage, etc., no sweepings, garbage, rubbish, rags, ashes or other substances shall be thrown into sinks, toilets or bathtubs. Any damage resulting from unusual or unreasonable use shall be borne by the owner.
- (R) Residents shall not overload electrical circuits.
- (R) No major electrical appliances, except a stove, refrigerator, washing machine, clothes dryer, dishwasher, freezer or microwave oven shall be installed or used in any unit without the consent of the Board of Directors. In the event that an owner shall install or use any such appliance without the Board's consent, the Board shall be entitled to demand the removal of any such appliance forthwith.

- (R) No garbage disposal unit or other appliance which may overload any existing electrical, plumbing or drainage installation shall, under any circumstances, be installed in any suite.
- (R) Nothing shall be thrown out of the windows or doors of any suite or out of the building.
- (R) Residents shall not permit water to be left running unless in actual use. Owners shall ensure that there are no dripping or leaking faucets in their suite, and shall notify the Building Manager of any water leakage into their suite.
- (R) No stores of any combustible or offensive goods, provisions, or materials shall be kept in any suite.
- (R) No television antenna, aerial, tower or similar structure and appurtenance thereto shall be erected on or fastened to any suite, or any part of the common elements, except in connection with a common television cable system.
- (R) The sidewalks, entry, passageways, walkways and driveways used in common by residents shall not be obstructed by any of the residents or used by them for any purpose other than for moving into and out of their suites or the building.
- (R) No mops, brooms, dusters, rags or bedding shall be shaken or beaten from any window, door, or those parts of the common elements over which the owner has exclusive use. No hanging or drying of clothes is allowed on any part of the common elements.
- (R) No boots, overshoes, umbrellas or any other item may be left in the common elements, near the entrance to the suites. No items may be attached to the exterior of the entrance doors to a suite other than a reasonably sized door knocker, bell, or seasonal decoration.
- (R) Bicycling, skateboarding, roller skating, roller blading, ball playing or similar type activities shall not be permitted upon the walkways or on any other parts of the common elements.

PARKING AREAS

- (R) Each parking unit shall be used for the parking of a motor vehicle or motorcycle and for no other purpose. Such vehicle must be licensed and in full operating condition. The license plate number, make, model and colour of the vehicle to be parked in the garage is to be provided to Management.

- (R) No vehicle shall be driven or parked upon the exclusive-use or common elements if such vehicle is leaking oil or any other fluid which may soil or damage the common elements. The owner and/or the occupant of a unit shall clean all soiling caused by his or her vehicle or by a vehicle operated by any other person occupying his or her unit or operated by a visitor to the suite owner or occupant. The suite owner and occupant, should they fail to clean all such soiling on demand of the Corporation, shall be jointly and severally responsible for reimbursing the Corporation for all costs incurred in cleaning and/or repairing the common elements as a result of any such leakage.
- (D) The parking units are subject to a right of access over, along and upon such units at all times when necessary in favour of the Corporation, its servants, agents and employees for purposes of access to mechanical, electrical and service areas of the common elements and cleaning of the parking area.
- (R) No motor vehicle other than a private passenger automobile or motorcycle shall be parked in the underground garage, nor shall any repairs or adjustments be made to any motor vehicle in any parking unit or the common elements, nor shall any motor vehicle be washed in any parking unit or the common elements, and no motor vehicle shall be driven on any part of the common elements other than the driveway.
- (R) No person shall, without entering into a written agreement with the Corporation, use the underground part of the garage, or any parking unit, for any purpose whatsoever, save and except for the parking of vehicles within the bounds of parking units or spaces, as provided in the Declaration.
- (R) No item other than a private passenger motor vehicle or motorcycle is allowed to be stored in the garage.
- (R) No trailer, boat, snowmobile, mechanical toboggan, machinery or equipment of any kind shall be parked on any part of the common elements, or any parking units, except as permitted by these rules, and no motor vehicle shall be parked thereon except for the purposes of maintenance and repair of the building.
- (R) Garage Cleaning – Notices will be posted when cleaning is to take place. All vehicles should be removed to allow for a thorough cleaning of the floor.
- (R) Rental of Parking Spots – If a parking spot is rented out by an owner, it is preferable that it be rented to a resident of the building. In the event it is offered to an outside person, the owner is required to provide the name of the person having access, his/her address and phone number, the make, model, year of vehicle and the vehicle license plate of the car to be parked underground. Persons living outside the building will only have access to the garage by way of the parking ramp.

VISITOR PARKING

To allow a visitor into the surface visitor parking lot, the visitor should pull his/her vehicle up to the gate, then place a security system call to you from the lobby entrance. Visitors to the building will be instructed on the use of the system by the directory screen. As with visitors calling from the lobby for access to the building, your telephone will ring normally. Reply to the call in the usual manner and talk to the visitor. If you want to let the visitor have access to the visitor parking lot, depress "5" on your telephone to open the gate. You will hear a series of tones, indicating the gate is opening to give access to your visitor's car. Then simply hang up. To refuse entry, press "*". **DO NOT SIMPLY HANG UP BEFORE PRESSING ONE OF THESE CHOICES.** Hanging up does not "close" the line of communication with the security access system.

The system allows you 60 seconds to speak with visitors before indicating, by a series of tones ten seconds in advance, that it will terminate the call. If you have not yet decided whether you will admit the visitor to the visitor parking lot, or simply wish to continue talking to your visitor in the lobby, press "#" on your telephone. This will extend the call by an additional 60 seconds.

After parking, your visitor must call you again to obtain access to the building, your floor, and your suite. This time, you must press "9". More detailed information is presented under the heading "Security Access System".

- (D) The visitor parking lot shall be used only by visitors of suite residents for the purpose of parking one vehicle.
- (R) There shall be no repairs made to any vehicle in the visitor parking area.
- (R) Visitor parking areas are for visitors of 256 Jarvis Street residents only. Residents are permitted to use visitor's parking for a maximum of 30 minutes, in a 24-hour period in order to load or unload parcels. Any resident's vehicle may be tagged or towed from the surface lot, should it exceed the 30-minute limit.
- (R) Visitor parking is not for the use of residents' friends as a parking lot for access to activities outside 256 Jarvis Street.

VISITOR PARKING PERMITS

- (R) All visitors must place a note on their dashboard indicating which suite they are visiting.

(R) Visitors are limited to one week in visitor parking. Approval by the Board of Directors is required for anything longer than one week.

(R) Visitors' parking is not intended for use by owners, their tenants, roommates or companions. Visitor parking spaces may not be reserved in advance. Spaces are allocated on a first come, first served basis.

(R) Any infringement of the parking rules will result in tagging and/or towing of the vehicle at the owner's expense without any prior warning.

PEST CONTROL

(B) Owner(s) must keep the unit free of rodent, vermin and insect infestations.

PETS/ANIMALS

(R) No animal, livestock or fowl other than a pet as defined below shall be kept on the property and no pet that is defined by the Board, at its absolute discretion, to be a nuisance shall be kept by any owner in any suite or in any other part of the property.

(R) For the purpose of these rules, a pet shall be defined as a dog, domestic cat, caged bird or fish.

(R) A resident may have one dog or two cats in his/her suite but shall not have both one dog and one cat and shall not have more than one dog or two cats. No pet having a weight in excess of 30 lbs. shall be permitted in a suite or any part of the property excepting guide animals.

(R) The maximum number of caged birds allowed shall be two.

(R) No dangerous animal or pet shall be permitted on the premises. No breeding of pets for sale shall be carried on in the property.

(R) No visiting pet exceeding a weight of 30 lbs. shall be brought into the building.

(R) In the event of a pet giving birth, the maximum nursing period shall be six weeks plus an additional 14 days for the suite owner to arrange other accommodation for the excess number of pets.

(R) No pet shall be permitted to make excessive noise and for the purpose of this provision "excessive noise" shall be defined to mean noise which is annoying or disturbing to any owner or resident, but nothing herein shall restrict the discretion of the Board.

- (R) All dogs and cats shall be kept on a leash or hand held by means of a leash, lead or chain, while in or on common elements. This provision shall be applicable to the whole of the common elements whether interior or exterior.
- (R) No pet shall be permitted to soil or damage any part of the common elements whether by waste, excrement or otherwise and in the event of same, the owner of the pet shall make good such damage and effect the removal of any such excrement and save harmless the Corporation from any expense in connection therewith.
- (R) Any owner or resident who keeps a pet on the property or any part thereof shall, within two weeks of receipt of a written notice from the Board requesting the removal of such pet, permanently remove such pet from the property.

POWER FAILURE

In the event of a main power failure, there is an emergency generator which will automatically take over critical, but limited, energy functions.

RECREATION AREAS

USE OF FACILITIES

- (R) The recreation facilities are the private property of MTCC 600. Only residents of a suite and invited visitors shall be entitled to use the recreation facilities subject to the City By-Laws, the Condominium Act, and the Declaration, By-Laws and Rules and Regulations.
- (R) An owner who is not a resident cannot use the recreation facilities unless as a visitor of a resident or unless the respective suite is not leased.
- (R) It is the responsibility of the person using the Kitchen Area to clean it immediately after each use. This includes, but is not limited to, the sink, fridge, microwave, counter and eating areas. Persons found disregarding this rule may be prevented from using the 2nd floor BBQ's and kitchen at the discretion of the Board of Directors.
- (D) The owner of the commercial space is not entitled to use the recreation facilities.
- (R) No child under the age of 12 is allowed to use the recreation facilities unless accompanied and supervised by an adult resident.

(R) No child under the age of 16 is allowed to use the gym facilities unless accompanied and supervised by an adult resident.

(R) No visitor is allowed to use the gym or recreational facilities unless accompanied by an adult resident.

(R) No area of the recreation facilities (including 2nd Floor Terrace or Rooftop may be reserved for a private function. Upon request, the Board however is amenable to advising owners when gatherings are planned for any such area of the building. It is understood this notification would not preclude other owners from using the facilities at that or any time, but is meant as a courtesy to all involved.

AUTHORITY

(R) The Board of Directors or its staff are the final authority in the recreation areas. Their direction shall be obeyed at all times pursuant to the Rules and Regulations.

DAMAGE

(A) Any damage caused to Corporation equipment, furniture, carpets, etc. shall be paid for by the resident responsible or the cost of repair shall be assessed against the suite in which the resident resides.

RECREATION CENTRE ACTIVITIES

HOURS

Second Floor indoor Recreation facilities are open 24 hours a day, 7 days a week on the proviso that their use does not disturb the reasonable and quiet enjoyment of other residents.

Absolutely no noise is permitted between the hours of 10:30 p.m. and 7:30 a.m. Should a particular user of the facilities be responsible for such disturbance, use of the Recreation Facilities may be denied that person at the option of the Board.

2nd Floor Terrace and Rooftop hours are from 8:30 a.m. to 11 p.m.

GYM

(R) At a minimum, a shirt, shorts and footwear must be worn in the gym at all times.

(R) Equipment in the gym is to be used with proper care and weights are not to be dropped on the floor.

(R) No child under the age of 16 is allowed to use the gym facilities unless accompanied by an adult resident.

RADIOS

(R) Radios, and such devices are permitted in the recreation area or the roof decks but must be kept at a reasonable volume so as not to disturb others. If requested, volume must be reduced.

SAUNA

(R) A cleansing shower must be taken before entering the sauna and before re-entry after using the toilets.

(R) No person shall engage in boisterous play in or about the sauna.

RECREATION TABLES

(R) Authorized games only are allowed on the tables.

(R) Tables shall be vacated after a 40-minute time limit, unless there is no one waiting to play.

ROOF GARDENS

(R) Cigarette butts must be placed in the receptacles provided.

(R) No garbage or debris is to be left on the roof deck.

Running or jumping on the Rooftop are not permitted as this creates noise that is disturbing to residents of the suites immediately below.

BBQ's

There are 4 BBQ's available for use, 2 are on the Rooftop and 2 more are on the 2nd Floor Terrace.

It is the responsibility of the person using the BBQ to clean it immediately after each use, while the grill is hot. The BBQ etiquette rules that are posted above the BBQ area must be followed and the BBQ's gas lines MUST be turned off after each use. Persons found disregarding these rules may be prevented from using the BBQ's at the discretion of the Board of Directors.

There are fire extinguishers located in close proximity to the BBQ's. All those using the BBQ's must have adequate knowledge on the use of the BBQ's and the fire extinguishers.

RIGHT OF ENTRY

- (A) The Corporation or any person authorized by the Corporation may enter any suite at any reasonable time to perform the objects and duties of the Corporation for purposes of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy and remedying any condition which might result in damage to the property.
- (B) On giving reasonable notice to an owner, the Corporation or a person authorized by the Corporation may, at any reasonable time, enter a unit or part of the common elements of which an owner has exclusive use, to perform the objects and duties of the Corporation or to exercise its powers. Such entry may also be made without prior notice to the owner in the event of an emergency or other event or circumstance as is prescribed, including but not limited to, mitigating imminent or active water escape, fire or risk of harm to persons, in which the Corporation may utilize any means necessary or expedient to gain access to a unit.
- (D) In the event of any emergency, an agent of the Corporation may enter a suite at any time and without notice, for the purpose of repairing the suite, common elements over which a resident has the exclusive use or for the purpose of correcting any condition which might result in damage or loss to the property. The Corporation or anyone authorized by it may determine whether an emergency exists.
- (B) If an owner is not present to grant entry to a unit, the Corporation or its agents may enter without liability for any claim or cause of action for damages, including for breaking down the door, provided they exercise reasonable care in the circumstances.

SECURITY

- (R) All residents are required to use their access card or fob to enter the building. Each resident has a responsibility towards maintaining building security. Persons not known as residents should not be allowed to enter the lobby without using their own card.
- (R) To ensure that only authorized person are admitted, the Board must be advised of situations such as (a) an owner arranges for a non-resident to check their suite while

they are travelling (b) an owner has someone move in with them (c) an owner permits a non-resident to use their suite in their absence. In these and similar instances, the owner must advise the Board of the name and contact information of that person.

SECURITY ACCESS SYSTEM

INTRODUCTION - The security access system provides access to residents and visitors in the following manner.

Residents:

All card readers throughout the building are Bluetooth capable. Residents can gain access to the main lobby entrance, elevators, Recreation Centre / Gym, Rooftop and their own floor via their Access Cards or phone. To use your phone, you must register it with the Building Supervisor.

Visitors:

Your guests use the Lobby Phone to contact you, at which time you can press 9 to let them in the building or press 5 to let them have access to Guest Parking.

Once you press 9, the door to the Inner Lobby unlocks, and a signal is sent to the elevator to allow your guests to go to your floor.

Your guests have 60 seconds from the time you press 9 to get to the elevator, after which the elevator times out.

In the evening, there is a secondary lock on the outside of the building. You will be assigned a 6-digit code which your guests can use to gain access to the lobby where they will be able to use the Lobby Phone.

(R) For security reasons, please do not give entry to any person unknown to you.

It is important to ensure no one follows you or your guests into the building. You should never hold the door open for another person. Don't be worried about being polite. Everyone who lives in the building has their own access card and will not expect or want you to hold the door for them.

SIGNS

(R) No sign, advertisement or notice shall be placed inside or outside the elements of the building without the prior written approval of the Board of Directors.

TRADESPERSON AND DELIVERY ENTRY

(R) It is the responsibility of each resident to arrange access for tradespersons or deliveries. Each resident is responsible for the conduct of such persons while on the premises and will be accountable for any damages resulting from their actions or failure to adhere to Rules.

(R) Deliveries of furniture and large appliances must be made through the side door to the lobby. These doors are on an alarm system and arrangements must be made with the Building Manager to disable the alarm and facilitate the delivery. Elevators may be booked Monday to Friday 9:00 a.m. to 4:00 p.m. Exceptions for Saturday delivery must be requested to and approved by the Building Manager, in advance of the delivery.

Since the maximum height throughout the entire breezeway is 9'6" no truck higher than that can access it via the Jarvis Street entrance. For vehicles in excess of 9'6" where access is needed to the breezeway moving doors, owners must contact the Building Manager for special arrangements. Owners must ensure that the height of moving van/delivery vehicle does not exceed 9'6" in order to prevent breezeway ceiling damage.

UNOCCUPIED UNIT

(B) Owners or their designated responsible person must conduct regular inspections of the unit while it is not occupied for 15 days or longer.

WASHROOMS

The shut-off valve for the toilet is located at the base of the water intake pipe below the toilet tank. The shut-off valves for the hot and cold water to the sink, tub and shower are located in a small compartment in the washroom wall (often inside the vanity unit). When renovating, be sure these compartments are not sealed over, blocking access to them.

(B) Every 2 years you must inspect and, re-caulk around your bathtub and around the base of the toilet and the shower and faucet fixtures. This is to prevent the escape of water to the suite(s) below.

WINDOWS

The Board of Directors arranges cleaning of the outside of your windows periodically throughout the year (usually spring, mid-summer and fall). Notices will be posted beforehand. It is a good time to clean the screens by placing them gently in the bathtub and running the shower over them.

You are responsible for cleaning the inside surfaces of your windows.

(R) Nothing shall be placed on the outside of a windowsill or projection without the prior written consent of the Board.

Window condensation occurs when the outside and inside temperature differ and can cause extensive issues. Owners and residents should be cognizant of temperature and humidity levels in the unit.

VENTILATION

Most ceiling fan grilles can be lowered for cleaning by gently pulling down on the exterior of the grille.

SCHEDULE OF FEES

Refundable Renovation Damage Deposit	\$1,000.00 – updated April 23, 2019
Refundable Deposit for Bicycle Locker Key	\$50.00
FOB or Access Card – Non-Refundable	\$50.00
Replacement of FOB or Card – Non-Refundable	\$50.00
NSF Cheque – Amount charged by bank PLUS	\$25.00
Refundable Deposit for Moves	\$500.00 – updated April 23, 2019
Moving Fee	\$100.00 – updated April 23, 2019
Fee for Unauthorized Move	\$250.00 – updated May 22, 2014