

**METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 600****BY-LAW NO. 1**

Be it enacted as a by-law of Metropolitan Toronto Condominium Corporation No. 600 (hereafter referred to as the “corporation”) as follows:

**ARTICLE I****DEFINITIONS**

The terms used herein shall have ascribed to them the definitions contained in The Condominium Act, R.S.O. 1980, Chapter 84 and any amendments thereto, hereinafter called “The Act”, and the declaration.

**ARTICLE II****SEAL**

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

**ARTICLE III****REGISTER**

The corporation shall keep a register (hereinafter called “the register”) respecting the property which shall note the name and address of the owner and mortgagee of each unit who have notified the corporation of their respective interests in property. The address of each mortgagee shall be the address shown for him on his mortgage registered in the Land Registry Office, unless the corporation is given written notice of a different address by such owner or mortgagee.

## ARTICLE IV

### MEETINGS OF MEMBERS

1. Annual Meeting: The annual meeting of the members shall be held at such place within the Municipality of Metropolitan Toronto, in the Province of Ontario, at such time and on such day in each year as the board may from time to time determine, for the purpose of hearing and receiving the reports and statements required by The Act and the by-laws of the corporation, to be read at and laid before the members at an annual meeting; electing directors, appointing the auditor and fixing or authorizing the board to fix his remuneration and for the transaction of such other business as may properly be brought before the meeting. The corporation shall hold an annual meeting of the members not more than three months after the registration of the declaration and description, and subsequently not more than fifteen months after the holding of the last preceding annual meeting, and at such meeting any member of the corporation or any mortgagee or charge entitled to vote shall have an opportunity to raise any matter relevant to the affairs and business of the corporation.

2. Other Meetings: The board shall have the power at any time to call a meeting of the members of the corporation to be held at such time and such place, within the said Municipality, as may be determined by the board. The board shall also, upon receipt of a requisition in writing made by members who together own at least fifteen percent (15%) of the units or mortgagees who together hold mortgages on at least fifteen percent (15%) of the units, call and hold a meeting of the members of the corporation and if the meeting is not called and held within thirty days of receipt of the requisition, any of the requisitionists may call the meeting, and in such case, the meeting shall be held within sixty days of receipt of the requisition. The requisition shall state the nature of the business to be presented at the meeting, and shall be signed by the requisitionists and deposited at the address for service of the corporation.

3. Notice: Notice of the time and place of each annual or other meetings of members shall be given not less than ten (10) days before the day on which the meeting is to be held, to the auditor of the corporation and to each owner and mortgagee who is entered on the register at the date of giving of such a notice. The corporation shall not be obliged to give notice to any owner who has not notified the corporation that he has become an owner or to any mortgagee who has not notified the corporation that he has become a mortgagee and has been authorized or empowered in his mortgage to exercise the right of the mortgagor to vote. Notice of meetings as hereinbefore required shall have appended to it an agenda of matters to be considered at such meeting.

4. Reports: A copy of the Financial Statements and a copy of the Auditor's Report shall be furnished to every owner and mortgagee entered on the register. A copy of the minutes of meetings of members and of the board shall, within ten days of the date of such meeting, be furnished to each such mortgagee who has requested the same.

5. Persons Entitled to be Present: The only persons entitled to attend a meeting of members shall be the owners and mortgagees entered on the register twelve days before the date of such meeting and any others entitled to vote thereat and the auditor of the corporation and the directors and officers of the corporation and others who, although not entitled to vote, are entitled or required under provisions of The Act or the by-laws of the corporation to be present at the meeting. Any other person may be admitted only on the invitation of the Chairman of the meeting or with the consent of the meeting.

6. Quorum: At any meeting of members, a quorum shall be constituted when persons entitled to vote and owning not less than thirty-three and one-third percent (33-1/3%) of the units are present in person or represented by proxy at such meeting. If thirty minutes after the time appointed for the holding of any meeting of members, a quorum be not present, the meeting shall be dissolved and shall stand adjourned to the same time on the corresponding day of the next week, at such place within the said Municipality as the board shall determine. Notice of the time, day and place of the convening of such adjourned meeting shall be given not less than three days prior to the convening of such meeting, and if thirty minutes after convening of such meeting a quorum not be present, those members who are present in person or by proxy and entitled to vote shall be deemed to be a quorum, and may transact all business which a full quorum might have done.

7. Right to Vote: At each meeting of members, every member shall be entitled to vote who is entered on the register as an owner or have given notice to the corporation in a form satisfactory to the Chairman of the meeting that he is an owner. If a unit has been mortgaged, the person who mortgaged such unit (or his proxy) may nevertheless represent such unit at meetings and vote in respect thereof, unless in the instrument creating the mortgage he has expressly authorized or empowered the mortgagee to vote, in which case such mortgagee (or his proxy) may attend meetings and vote in respect of such unit upon filing with the Secretary of the meeting sufficient proof of the terms of such instrument or if such mortgagee has notified the corporation of his rights in accordance with paragraph 3 of this Article, and provided further that such mortgagee has given the corporation and the owner two days notice of his intention to exercise such right. Where more than one mortgagee of a unit qualifies to exercise the member's right

to vote, the mortgagee first in priority shall vote in respect of such unit. Any dispute over the right to vote shall be resolved by the Chairman of the meeting upon such evidence as he may deem sufficient. The vote of each such owner or mortgagee shall be on the basis of one vote per unit.

8. Method of Voting: At any general or special meeting, any question shall be decided by a show of hands unless a poll is demanded by a member present in person or by proxy, and unless a poll is so demanded a declaration by the Chairman that such question has by the show of hands been carried is prima facie proof of the fact without proof of the numbers of votes recorded in favour or against such question, but a demand for a poll may be withdrawn; provided, however, that voting for the election of directors shall be by ballot only.

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

10. Proxies: Every member of mortgagee entitled to vote at meetings of members may by instrument in writing appoint a proxy, who need not be a member or mortgagee, to attend and act at the meeting in the same manner, to the same extent and with the same power as if the member or mortgagee were present at the meeting. The instrument appointing a proxy shall be in writing signed by the appointor or his attorney authorized in writing. The instrument appointing a proxy shall be deposited with the Secretary of the meeting before any vote is cast under its authority.

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

12. Votes to Govern: At all meetings of members, every question shall, unless otherwise required by The Act or the declaration, be decided by a majority of the votes, as defined in paragraph 7 of this Article, duly cast on the question.

## ARTICLE V

### THE CORPORATION

1. Duties of the Corporation: The duties of the corporation shall include, but shall not be limited to the following:

- (a) operation, care, upkeep and maintenance of the common elements;
- (b) collection of the common element charges from the owners;
- (c) supplying heat, hydro and water to the building and common elements except where the corporation is prevented from carrying out such duty by reason of an event beyond the reasonable control of the corporation. If any apparatus or equipment used in effecting the supply of heat, hydro or water at any time becomes incapable of fulfilling its function or is damaged or destroyed, the corporation shall have a reasonable time within which to repair or replace such apparatus and the corporation shall not be liable for indirect or consequential damages or for damages for personal discomfort or illness by reason of the breach of such duty;
- (d) obtaining and maintaining insurance for the property as maybe required by the declaration and by-laws;
- (e) repairing and restoring of the common elements in accordance with the provisions of The Act, the declaration and the by-laws;
- (f) obtaining and maintaining fidelity bonds where obtainable, in such amounts as the board may deem reasonable, for such officers and directors or employees as are authorized to receive or disburse any funds on behalf of the corporation;
- (g) causing audits to be made after every year and making auditors' statements available to the owners and mortgagees.

2. Powers of the Corporation: The powers of the corporation shall include but shall not be limited to the following:

- (a) employment and dismissal of personnel necessary for the maintenance and operation of the common elements;
- (b) adoption and amendment or rules and regulations concerning the operation and use of the property;
- (c) employing a manager at a compensation to be determined by the board, to perform such duties and services as the board shall authorize;

- (d) employing and maintaining fidelity bonds for any manager where deemed necessary by the board, and in such a manner as the board may deem reasonable;
- (e) investing reserves held by the corporation, provided that such investment shall be those permitted by The Trustee Act, Revises Statutes of Ontario, 1980, Chapter 512 and amendments thereto, and convertible into cash in not more than ninety days;
- (f) to settle, adjust, compromise or refer to arbitration any claim or claims which may be made upon or which may be asserted on behalf of the corporation;
- (g) to quote such amounts as in its discretion are necessary or desirable in order to protect, maintain, preserve, insure and carry out the objects and duties of the corporation and the due and continual operation of the property in accordance with the declaration and the by-laws of the corporation and to secure any such loan by mortgage, pledge or charge of any assets owed by the corporation and to add the repayment of such loan to common expenses, provided, however, that each such borrowing or loan in excess of the sum of Five Thousand Dollars (\$5,000.00) shall be approved by the owners owning a majority of the units at a meeting duly called for the purpose;
- (h) to retain and hold any securities or other property, whether real or personal, which shall be received by the corporation, whether or not the same is authorized by any law, present or future, for the investment of trust funds;
- (i) to sell, convey, exchange, assign or otherwise deal with any real or personal property at any time owned by the corporation at such price, on such terms, and in such manner as the corporation in its sole discretion deems advisable and to do all things and execute all documents required to give effect to the foregoing.

## ARTICLE VI

### BOARD OF DIRECTORS

1. The affairs of the corporation shall be managed by the board.
2. Quorum: Until changed by by-law, the number of directors shall be three (3) of whom two (2) shall constitute a quorum for the transaction of business at any meeting of the board. Notwithstanding vacancies, the remaining directors may exercise all the powers of the board so long as a quorum of the board remains in office.
3. Qualifications: Each director shall be eighteen (18) years of age, and need not be a member of the corporation.

4. Election and Terms: The directors of the corporation shall be elected in rotation and shall be eligible for re-election. At the first meeting of the members held to elect directors, one director shall be elected to hold office for a term of one (1) year; one director shall be elected to hold office for a term of two (2) years; and one director shall be elected to hold office for a term of three (3) years. At such election, the director receiving the greatest number of votes shall hold office for the longest term, and the director receiving the next greatest number of votes shall hold office for the next longest term. Such directors may however continue to act until their successors are elected. At each annual meeting thereafter, a number of directors equal to the number of directors retiring in such year shall be elected for a term of three (3) years.

5. (a) Filling of Vacancies: If a vacancy in the membership of the board occurs, other than by way of removal by a vote of members under paragraph 5(b) hereof or as a result of the number of directors being increased, the majority of the remaining members of the board may appoint any person qualified to be a member of the board under the declaration or by-laws to fill the vacancy for the remainder of the term.

5. (b) Removal of Directors: Any director may be removed before the expiration of his term, by a vote of members who together own a majority of the units and the members may elect any person qualified to be a member of the board under the declaration or by-laws for the remainder of the term of the director so removed.

6. Calling of Meetings: Meetings of the board shall be held from time to time at such place and at such time and on such day as the President or any two directors may determine, and the Secretary shall call meetings when directly authorized by the President or by any two directors. Notice of any meeting so called shall be given personally, or by ordinary mail or telegraph to each director not less than forty-eight hours (excluding any part of a Sunday or a holiday as defined by the Interpretation Act of Canada for the time being in force) before the time when the meeting is to be held, save that no notice of a meeting shall be necessary if all the directors are present and consent to the holding of such meeting or if those absent have waived notice of or otherwise signified in writing their consent to the holding of such meeting.

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

8. First Meeting of the New Board: The board may without notice hold its first meeting for the purpose of organization and election and appointment of officers immediately following the meeting of members at which the directors of such board were elected, provided a quorum of directors be present.

9. Interest of Directors in Contracts: No director shall be disqualified by his office from contracting with the corporation nor shall any contract or arrangement entered into by or on behalf of the corporation with any director or any firm or corporation in which any director is in any way interested be avoided, nor shall any director so contracting or being so interested be liable to account of the corporation for any profit realized by any such office or of the fiduciary relationship thereby established provided that the provisions of paragraph 10 of this Article VI are complied with.

10. Declaration of Interest: It shall be the duty of every director of the corporation who is in any way, whether directly or indirectly, interested in a contract or arrangement or proposed contract or arrangement with the corporation to declare such interest and to refrain from voting in respect thereto, provided, however, that such prohibition against voting shall not apply during such times as the declarant who registered the declaration is represented on the board by three or more directors.

11. Protection of Directors and Officers: Every director or officer of the corporation and his heirs, executors and administrators and estate and effects respectively shall from time to time and at all times be indemnified and saved harmless out of the funds of the corporation from and against:

- (a) all liabilities and costs, charges and expenses whatsoever which such director or officer sustains or incurs in or about any action, suit or proceeding which is brought, commenced or prosecuted against him for or in respect of any act, deed, matter or thing whatsoever made, done or permitted by him in or about the execution of the duties of his office;
- (b) all other costs, charges and expenses which he properly sustains or incurs in or about or in relation to the affairs thereof;
- (c) Notwithstanding the foregoing, no director of the corporation shall be indemnified by the corporation in respect of any liability, cost, charge or expense that he sustains or incurs in or about any action, suit or other proceeding as a result of which he is adjudged to be in breach of any duty or responsibility imposed upon him under The Act or under any other statute, unless in an action brought against him in his capacity as a director or officer, he has achieved complete or substantial success as a defendant.



## ARTICLE VII

### OFFICERS

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

2. Appointed Officers: From time to time and board shall appoint a Secretary and may appoint one or more Vice-Presidents, a General Manager, a Treasurer and such other officers as the board may determine, including one or more assistants to any of the officers so appointed. The person so appointed may but need not be a member of the board. One person may hold more than one office and if the same person holds both the office of Secretary and office of Treasurer, he may be known as Secretary-Treasurer.

3. Terms of Office: In the absence of written agreement to the contrary, the board may remove at its pleasure any officer of the corporation.

4. President: The President shall, when present, preside at all meetings of the members and of the board and shall be charged with the general supervisions of the business and affairs of the corporation. Except when the board has appointed a General Manager or Managing Director, the President shall also have the powers and be charged with the duties of that office.

5. Vice-President: During the absence of the President, his duties may be performed and his powers may be exercised by the Vice-President or if there are more than one, the Vice-Presidents in order of seniority (as determined by the board) save that no Vice-President shall preside at a meeting of the board or at a meeting of members who is no qualified to attend the meeting as a director or member, as the case may be. If a Vice-President exercises any such duty or power in the absence of the President, he shall also perform such duties and exercise such powers as the board may prescribe.

6. General Manager: The General Manager, if one be appointed, shall have the general management and direction, subject to the authority of the board and the supervision of the President, of the corporation's business and affairs and the power to appoint and remove any and all employees and agents of the corporation not elected or appointed directly by the board and to settle the terms of their employment and remuneration.

7. Secretary: The Secretary shall give or cause to be given all notices required to be given to the members, directors, auditors, mortgagees and all others entitled thereto; he shall attend all meetings of the directors and of the members and shall enter or cause to be entered in books kept for that purpose minutes of all proceedings at such meetings; he shall be the custodian of all books, papers, records, documents and other instruments belonging to the corporation and he shall perform such other duties as may from time to time be prescribed by the board.

8. Treasurer: The Treasurer shall keep or cause to be kept full and accurate books of account in which shall be recorded all receipts and disbursements of the corporation and under the direction of the board shall control the deposit of money, the safekeeping of securities and the disbursements of the funds of the corporation; he shall render to the board at the meeting thereof or whenever required of him and account of all his transactions as Treasurer and of the financial position of the corporation; and he shall perform such other duties as may from time to time be prescribed by the board. The offices of Secretary and Treasurer may be combined.

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

10. Agents and Attorneys: The board shall have the power from time to time to appoint agents or attorneys for the corporation with such powers of management or otherwise (including the power to subdelegate) as may be thought fit.

## ARTICLE VIII

### BANKING ARRANGEMENTS AND CONTRACTS

1. Banking Arrangements: The banking business of the corporation or any part thereof shall be transacted with such bank or trust company as the board may designate, appoint or authorize from time to time by resolution and all such banking business or any part thereof shall be transacted on the corporation's behalf by one or more officers or persons as the board may designate, direct or authorize from time to time by resolution and, to the extent therein provided, including without restricting the generality of the foregoing, the operation of the corporation's accounts, the making, signing, drawing, accepting, endorsing, negotiating, lodging, depositing or transferring any of cheques, promissory notes, drafts, acceptances, bills of exchange and orders relating to

any such banking business and defining the rights of any officer of such bank to do any act or thing on the corporation's behalf to facilitate such banking business.

2. Execution of Instruments: Deeds, transfers, assignments, contracts and obligations on behalf of the corporation may be signed by the President or Vice-President together with the Secretary or any other director. Any contract or obligation within the scope of any management agreement entered into by the corporation may be executed on behalf of the corporation in accordance with the provisions of such management agreement. Notwithstanding any provisions to the contrary contained in the by-laws of the corporation, the board may be at any time and from time to time direct the manner in which and the person or persons by whom any particular deed, transfer, contract or obligation or any class of deed, transfer, contract or obligation of the corporation may or shall be signed.

## ARTICLE IX

### FINANCIAL

Until otherwise ordered by the board, the financial year of the corporation shall end on the 31<sup>st</sup> day of the month in each year which is the month following the month in which the declaration is registered, or on such other day as the board by resolution may determine.

## ARTICLE X

### NOTICE

1. Method of Giving Notice by the Corporation: Any notice, communication or other document, including budgets and notices of assessments required to be given or delivered by the corporation, shall be sufficiently given if delivered personally to the person to whom it is to be given or if delivered to the address noted in the register, or if mailed by prepaid registered mail or air mail in a sealed envelope addressed to him at such address or if sent by means of wire or wireless or any other form of transmitted or recorded communication, to such address. Any notice, communication or other documents to be given by the corporation to any other person entitled to notice and who is not a member shall be given or delivered to such person in the manner aforesaid to the address shown for him on the register. Such notice, communication or document shall be deemed to have been given when it is delivered personally or delivered to the address

aforesaid; provided that a notice, communication or document so mailed shall be deemed as having been given when deposited in a post office or public letter box and a notice sent by any means of wire or wireless or any other form of transmitted or recorded communication shall be deemed to have been given when delivered to the appropriate communication company or agency or its representative for dispatch.

2. Notice to the Board or Corporation: Any notice, communication or other document to be given to the board or corporation shall be sufficiently given if mailed by prepaid registered mail or air mail in a sealed envelope addressed to it at the address for service of the corporation set out in the declaration. Any notice, communication or document so mailed shall be deemed to have been given when deposited in a post office or public letter box.

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

## ARTICLE XI

### ASSESSMENT AND COLLECTION OF COMMON EXPENSES

1. Duties of the Board: All expenses, charges and costs of maintenance or replacement of the common elements and any other expenses, charges or costs which the board may incur or expend pursuant hereto shall be addressed by the board and levied against the owners in the proportions in which they are required to contribute to the common expenses as set forth in the declaration. The board shall from time to time and at least annually prepare a budget for the property and determine by estimate the amount of common expenses for the next ensuing fiscal year or remainder of the current fiscal year as the case may be. The board shall allocate and assess such common expenses as set out in the budget for such period among the owners, according to the proportion in which they are required to contribute to the common expenses as set forth in the declaration. In addition, the board shall provide in the annual budget a reserve fund for contingencies, working capital, deficits or replacements, which reserve fund shall be an asset of the corporation. The board shall advise all owners promptly in writing of the amount of common expenses payable by each of them respectively as aforesaid, and shall deliver copies of each budget on which such common expenses are based, to all owners and mortgagees entered on the register.

2. Owner's Obligations: Each owner shall be obliged to pay to the corporation or as it may direct the amount of such assessment in equal monthly payments on the first day of each and every month next following delivery of such assessment until such time as a new assessment shall have been delivered to each owner.

3. Extraordinary Expenditures: Extraordinary expenditures not contemplated in the foregoing budget and for which the board shall not have sufficient funds may be assessed at any time during the year in addition to the annual assessment, by the board serving notice of such further assessment on all owners which shall include a written statement setting out the reasons for extraordinary assessment, and such extraordinary assessment shall be payable by each owner within ten (10) days after the delivery thereof to such owner, or within such further period of time and in such instalments as the board may determine.

4. Conveyance of the Unit: No owner shall be liable for the payment of any part of the common expenses assessed against his unit prior to a transfer by him of such unit but payable by him subsequent thereto, provided that he first gives notice of such assessment to the transferee of the unit.

5. Default in Payment of Assessment:

(a) Arrears of payments required to be made under the provisions of this Article XI shall bear interest at the rate of eighteen percent (18%) per annum, or at such other rate that the directors may by resolution determine, and shall be compounded monthly until paid.

(b) In addition to any remedies or liens provided by The Act, if any owner is in default in payment or an assessment levied against him for a period of fifteen (15) days, the board may bring legal action for and on behalf of the corporation to enforce collection thereof and there shall be added to any amount found due all costs of such action including costs as between a solicitor and his own client.

## ARTICLE XII

### DEFAULT

1. Notice of Unpaid Expenses: The board whenever so requested in writing by:

(a) any person acquiring an interest in a unit from an owner entered on the register and where the request is accompanied by the consent of the owner; or

(b) any owner or mortgagee entered on the register; shall promptly report any then common expenses due from, or any other default by an owner, and any common expenses assessed or other money claims by the corporation against the owner which are thirty (30) days past due.

2. Notice of Default: The board when giving notice of default in payment of common expenses or any other default to the owner of the unit shall concurrently sent a copy of such notice to each mortgagee of such unit, who is entered on the register, and who has requested that such notice be sent to him.

## ARTICLE XIII

### RULES AND REGULATIONS

The rules and regulations attached hereto as Schedule "A" shall be observed by the owners and the term "owners" shall include the owner or any other person occupying the unit with the owner's approval.

## ARTICLE XIV

### MISCELLANEOUS

1. Severability: The invalidity in whole or in part of any article or articles, paragraph or paragraphs, or clause or clauses in this by-law contained shall not affect the validity of the remaining portions of such article or articles, paragraph or paragraphs, or clause or clauses of this by-law.

2. Interpretation: In this by-law and all other by-laws of the corporation, unless the context otherwise requires, words incorporating the singular number only shall include the plural and vice-versa; words importing the masculine gender shall include the feminine and neuter gender; and words importing person shall include companies, corporations, partnership and any number or aggregate of persons. Whenever reference is made in this by-law to any statute or section thereof, such reference shall be deemed to extend and apply to any amendments to the said statute or section or re-enactment thereof, as the case may be.

3. Headings: The headings in the body of the by-law number 1 form no part of this by-law but shall be deemed to be inserted for the convenience of reference only.

4. Waiver: No restrictions, conditions, obligations or provisions contained in this by-law or any amendments thereto shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.

5. Amendments: This by-law or any part thereof may be varied, altered or repealed by a by-law passed in accordance with the provisions of The Act and the declaration.

The foregoing by-law is hereby enacted and passed by the member of the corporation, and sealed with the corporate seal of the corporation this 28 day of May 1987.

METROPOLITAN TORONTO CONDOMINIUM  
CORPORATION NO. 600

by its member

JARVIS ONE INC.

Per:  \_\_\_\_\_

Per:  \_\_\_\_\_

**SCHEDULE "A"****METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 600****RULES**

The following rules shall be observed by the owners and the term "owner" shall include the owner and any other person occupying a unit:

1. The water closets and other water apparatus shall not be used for purposes other than those for which they are constructed and no sweepings, garbage, rubbish, rags, ashes or other substances shall be thrown therein. Any damage resulting to them from misuse or from unusual or unreasonable use shall be borne by the owner who, or whose family, guest, visitor, servant, clerk or agent shall cause it.
2. No sign, advertisement or notice other than the type of sign placed by management on behalf of individuals offering a unit for sale or rent with dimensions not exceeding two feet by three feet shall be inscribed, painted, affixed or placed on any part of the inside or outside of the building or common elements whatsoever without the prior written consent of the Board provided that the Declarant shall be entitled to maintaining displays and signs on the property until all units have been sold by the Declarant.
3. No awning or shade shall be erected over or outside any window without the prior written consent of the Board. No coverings other than regular draperies or blinds of neutral colour are permitted on the interior side of windows.
4. No owner shall do, or permit anything to be done in his unit or bring or keep anything therein which will in any way increase the risk of fire or the rate of fire insurance on the building, or on property kept therein, or obstruct or interfere with the rights of any of the other owners, or in any way injure or annoy them, or which will in any way deposit dirt or cause smells in the building, or conflict with the laws relating to fire or with the regulations of the Fire Department or with any insurance policy carried by the Corporation or any owner or conflict with any of the rules and ordinances of the Board of Health or with any Statute or municipal by-law.
5. Nothing shall be placed on the outside of a window sill or projection without the prior written consent of the Board.
6. Water shall not be left running unless in actual use.
7. No owner shall place, leave or permit to be placed or left in or upon the common elements including those which the owner has the exclusive use, any debris, refuse or



garbage but shall directly carry same to or place same in an area designated by the Corporation as a garbage depository.

All debris, refuse or garbage shall be contained in properly tied polyethylene or plastic garbage bags. Where debris, refuse or garbage consists of one or more packing carton or crate, the owner shall arrange with the Superintendent for pick-up thereof and any such packing carton or crate shall not in any event be left outside any unit.

8. No owner, nor any family, guest, visitor or servant of an owner shall create or permit the creation of or continuation of any noise or nuisance which, in the opinion of the Board or the Manager, may or does disturb the comfort or quiet enjoyment of the property by any other owner, or any family, guest, visitor or servant of any owner or person having business with them.

9. Nothing shall be thrown out of any window or door of the building.

10. No Animal, livestock or fowl other than a pet as defined below shall be kept on the property and no pet that is deemed by the Board or Manager, in its absolute discretion, to be a nuisance shall be kept by any owner in any unit or in any other part of the property

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

Any owner may have one dog or two cats in his unit 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 pounds shall be permitted in a unit or any part of the property.

The maximum number of caged birds allowed shall be two.

Any dog or cat must wear a collar with an identification of its owner.

No dangerous animal or pet shall be permitted to be in or about any unit or the common elements at any time. No breeding of pets for sale shall be carried on in the property.

In the excess of a female pet giving birth, the maximum nursing period shall be six weeks plus an additional 14 days for the unit owner to arrange other accommodation for the excess pets.

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

Unless within the confines of a dwelling unit, all dogs and cats shall be kept or held in hand by means of a lead, leash or chain and this provision shall be applicable to the whole of the common elements whether interior or exterior.

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.

Any owner who keeps a pet on the property or any part thereof shall, within two weeks of receipt of a written notice from the Board or the Manager requesting the removal of such pet, permanently remove such pet from the property.

11. No owner shall overload any electrical circuit or drain.

12. No auction sale shall be held on the property.

13. No store of coal or any other combustible or offensive goods, provisions or material shall be kept on the property.

14. No noise, caused by any instrument or other device, or otherwise, which in the opinion of the Board may be calculated to disturb the comfort of any owner shall be permitted.

15. The sidewalks, entries, passageways, walkways and driveways used in common by the owners shall not be obstructed by any of the owners or used by them for any purpose other than for ingress and egress to and from their respective units.

16. No mop, broom, duster, rug or bedding shall be shaken or beaten from any window, door or on any part of the common elements. No barbecue shall be used on any part of the property except on the sundeck where barbeques provided by the Declarant or specifically authorized or provided by the Condominium Corporation may be used. No hanging or drying of clothes is allowed on any part of the common elements.

17. No motor vehicle other than a private passenger automobile, station wagon, van or recreational vehicle not exceeding six foot six inches (6' 6") in height and such other vehicles as may from time to time be permitted by the Board of Directors shall be parked in the parking garage or on any other part of the common elements, nor shall any repairs other than emergency repairs immediately necessary for operation of the vehicle be made to any motor vehicle in or on the common elements and no motor vehicle shall be driven on any part of the common elements other than on the driveway or parking space.

18. No boat, snowmobile, mechanical toboggan, machinery or equipment of any kind shall be parked on any part of the common elements unless kept as a trailer. No owner shall park any vehicle in any area designated for visitor parking.

Every owner, his family and any guest, shall be obliged to park all motor vehicles only within the boundaries of the lands of the Condominium Corporation so as to prevent any parking problems on municipal streets adjacent to the Condominium lands. No owner shall park a motor vehicle on the property except in a parking unit owned or leased to him.

19. No television antenna, aerial, tower or similar structure or appurtenance thereto shall be erected on or fastened to any unit, except in connection with a common television cable system.

20. No one shall harm, mutilate, destroy, alter or litter any of the landscaping work on the property, including grass, trees, shrubs, hedges, flowers and flower beds.

21. No building structure or tent shall be erected and no trailer, whether 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 Manager or the Board.

22. Any loss, cost or damage incurred by the Corporation by reason of a breach of any rule, in force from time to time, by any owner, his family, guest, servant, agent or any occupant of his unit shall be borne by such owner and may be recovered by the Corporation against such owner in the same manner as common expenses.

23. No household furniture or effects shall be taken into or removed from any suite except at such times and in such manner as may have previously consented to and approved by the Board or its Manager, nor shall any heavy furniture be moved over any floor or hall, landing or stair, so as to mark or damage them.

24. No motor vehicle, trailer, boat, snowmobile, mechanical toboggan, machinery or equipment of any kind shall be washed or cleaned in the parking garage or on any other part of the common elements unless in a special area designated for such purpose.

25. Carpeting shall be installed in all dwelling units sufficient to prevent noise from disturbing owners and, on receipt of a written notice from the Board or Manager, the owner of a unit 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 unit.

26. No owner shall make any improvement or alteration to a unit except in accordance with plans and/or specifications submitted to the Board of Directors and approved in writing by the Board of Directors.

27. No major electrical appliances, except a stove, refrigerator, washing machine, clothes dryer, dishwasher, freezer, microwave oven shall be installed or used in any unit without the consent of the Board of Directors, and until the owner of the unit has entered into a satisfactory agreement with the Corporation with respect to the payment for the cost of electricity for the operation of such additional appliance.

In the event that an owner shall install or use any such appliance without first entering into such agreement, the Corporation shall have the right to unilaterally assess the owner of such unit an amount estimated to cover the cost of electrical consumption for such appliance and any such amount shall be collectable in the same manner as common expenses and, notwithstanding such payments, the Board shall be entitled to demand the removal of any such appliance forthwith. Notwithstanding the foregoing, no garburator or other appliance which may overload any existing electrical, plumbing or drainage installation shall, under any circumstances, be installed in any unit.

28. No bicycle, wagon or carriage shall be taken into the building except through the entrance designated for such purpose.

PASSED by the Board of Directors and sealed with the corporate seal this 28 day of May 1987.