

Schedule “A” of By-Law #1 – Rules of MTCC no. 600

(passed May 29, 1987)

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. In particular, no noise whatever will be tolerated between the hours of 10:30 p.m. and 7:00 a.m. any day of the week.

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 barbecues 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 with 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.