

1103/1105 JALNA.

RULES AND REGULATIONS TO BE ENACTED BY

MIDDLESEX CONDOMINIUM CORPORATION NO. 79

Amended October 22, 2015 - Effective November 23, 2015

These revisions were made in order to promote the safety, security and welfare of the owners & residents and of the property and assets of the corporation and to prevent unreasonable interference with the use and enjoyment of the common elements.

The following rules made pursuant to the Condominium Act, 1998, and its predecessor legislation, (the "Act") shall be observed by all owners. The terms "owner" and "owners" shall include members of the owner's family, and the owners tenants, visitors, employees and all other guests of an owner, for all of whom the unit owner shall be responsible. The rules apply to both owners and tenants alike and in equal fashion.

NOTE: Any losses, costs or damages incurred by the Corporation by reason of a breach of any rules and regulations in force from time to time by the owners family, tenants, visitors, employees or any other guests of the owner, shall be borne and/or paid for by such owner and may be recovered by the Corporation against such owner, and in the same manner as common expenses.

1. Each residential unit shall be occupied and used only as a private single family residence and no improper, offensive or unlawful use shall be made of any residential unit or of the condominium property (the "Property"); All zoning by-laws, laws, rules and regulations of any government or regulatory agency having jurisdiction shall be strictly observed.
2. The toilets and other water apparatus shall not be used for purposes other than those for which they were constructed and no sweepings, garbage, rubbish, rags, ashes, feminine napkins, disposable diapers, chemicals, cooking fat or other foreign substances shall be thrown therein. Any damage resulting to them from misuse shall be borne by the owner who has caused it.
3. Water shall not be left running unless in actual use.
4. Occupants shall not overload existing electrical circuits.
5. No sign, advertisement or notice, including a sign offering a unit for sale or rent or for any other purposes, shall be placed anywhere on the Property except in an area of the common elements specified by the Board and approved by the corporation's office.
6. No auction sale shall be held on the Property.
7. No owner shall do, or permit anything to be done in the owner's unit, or bring or keep anything therein, which will in any way increase the risk of fire or the rate of fire insurance on any building or on the property kept therein, or obstruct or interfere with the rights of other owners, or in any way injure or annoy them, or conflict with the laws relating to fire or with the regulation of the local 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 local board of health or with any statute or municipal by-law.

8. No stores of any combustible or offensive goods, provisions or materials shall be kept on the property.

9. Nothing shall be placed on the outside of the window sills, balcony walls /ledge, window wells or projections and no air conditioning unit shall be permanently or temporarily installed except in the sleeve provided for that purpose. No air conditioning unit shall be placed in any window. No awning or shade shall be erected over or outside of the windows, veranda, recessed entrance, terraces, or balconies without prior written consent of the Board.

10. Owners are not permitted to install carpet, tiles, turf, flooring, storage boxes, cabinets, shelves, planters or any structure of any kind on the surface, walls or ceiling of the balconies. The balconies are classified as common area under exclusive use and are not included as part of the owned property adjacent the condo unit. Any flooring or structure allows water to contaminate the concrete and leads to an increased rate of deterioration. If an owner is found to have installed flooring or structures on the balcony, they will be required to remove it and repair any damage caused at their expense.

11. The occupant shall not place, leave or permit to be placed or left upon the common element, including the floor of the garbage rooms, balconies and common areas of which the owner has exclusive use, any debris, refuse, or garbage. All household garbage must be placed in a closed bag and fully pushed down the garbage chute. Any debris consisting of diapers or animal feces such as cat litter must be in a closed double bag and fully pushed down the garbage chute. If any items do not fit into the garbage chute, the items must be taken outside to the back of the building and placed in the large city container. In the event continued excessive debris or garbage is found upon the common areas, a cleanup fee may be applied towards the unit account after written notification has been issued.

11B. All large items such as furnishings, appliances, mattresses, construction material, paint cans, car batteries and large boxes etc. must be removed off the property. Arrangements can be made with the corporation's office to dispose of the large items at a nominal disposal fee if the owner does not have the means to remove the large items from the property.

12. Occupants shall not create or permit the creation or continuation of any noise, vibration or nuisance to include any type of running, impact, thumping, or other resonating sounds which, in the opinion of the board or manager, may or does disturb the comfort or quiet enjoyment of the property by other occupants.

12B. Notwithstanding the foregoing Item# 12 and without limiting the generality of its content. Unit renovations that involve hammering, drilling, or any type of resonating impact shall not begin before 9:00AM and must cease after 6:00PM on (Monday to Saturday) and shall not begin before 10:00 AM and must cease after 4:00PM on (Sunday). Painting, cleaning or other non-impact renovations may continue beyond these time frames so long as they do not disturb the comfort or quiet enjoyment of the property by other owners.

13. No animal or bird, other than a dog weighing less than 25 pounds, domestic cat, or fish normally kept in domestic aquariums, shall be kept within any unit or brought upon the Common Elements. No pets are

allowed in the "common rooms" at any time to include the laundry room. No pets shall be left unattended in any common area.

13B. These rules do not prohibit an animal, which is needed by an owner or occupant under written medical or professional requirement as:

- a dog (or suitably trained animal), which is a trained seeing eye dog animal;
- a dog (or suitably trained animal), which is a trained hearing ear dog or trained hearing ear animal and is necessary to any person with a tight of access to the common elements of this condominium plan;
- an animal which is trained and used to assist a unit owner. or occupant with normal day-to-day activities that such owner or occupant, because of a physical disability, is unable to perform for him or herself, such as retrieving items, turning on and off of lights, assisting in propelling a wheelchair or other acts of a similar nature.

14. The community notice boards in the laundry rooms are for resident's use and all postings must be approved by the office prior to being posted.

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

16. No one shall harm, mutilate, destroy, alter or litter any of the landscaping on the property. No outdoor sports game of any kind may be played on the property, to include the bouncing of any ball upon the common elements both inside the complex or upon the grounds, other than tennis to be played in the area provided.

17. Residents are not to play or congregate in the common areas. No outdoor sports game of any kind may be played on the property, other than tennis to be played in the area provided. No riding of bikes, or any wheeled apparatus for the purpose of recreation shall be permitted within the building.

18. Nothing shall be shaken or beaten from those parts of the common element over which the owner has exclusive use. I.e.: "Balcony". No banging or drying of clothes, rugs, drapes or any object is allowed on any parts of the common elements over which the occupant has exclusive use.

19. No television antenna, aerial, satellite dish, C.B. or ham radio antenna, tower or similar structure and appurtenances thereto shall be erected on or fastened to any unit or on to any portion of the common elements except by the Corporation in connection with a common television cable system, unless the board consents in writing to the said antenna, aerial or satellite dish, etc.

20. Any occurrence of stolen or lost common access keys or access fobs shall be reported to the board or the manager immediately. Keys and access fobs shall be used only by unit occupants.

21. Each unit owner is responsible for seeing that adequate carpeting is installed in the owner's unit so as to prevent noise from disturbing adjoining occupants. All other flooring types must have adequate area rugs to assure the quiet enjoyment of the property by other residents.

22. Prior arrangements must be made with the corporation's office to move furniture; or equipment by use of the pre-reserved service elevator only. No moving of any kind can occur by the front lobby. All reservations must be made with the Condominium office during the posted business hours. It is required that you reserve your service elevator needs prior to making any commitment with movers or truck rental at least seven days in advance of the full move in/out, and 48 business hours for deliveries subject to availability. Any moving outside these standards constitutes trespassing upon the common area;

23. No major electric appliances, except a stove, oven, microwave oven, refrigerator, dishwasher, or other common electrical appliances shall be installed, used, or stored in any unit. Clothes washers and clothes dryers of any size are not permitted for installation or storage in any unit.

24. No outside painting shall be done to the exterior of any unit, or common area of which the owner has exclusive use (balcony) or anywhere on the property, to include the use of paint, chalk, marker or any substance that alters the color of the original finish. If an owner is found to have painted the balcony, they will be required to remove it and repair any damage caused at their expense.

25. No owner shall permit an infestation of pests, insects, vermin, or rodents to exist at any time in the residential unit or adjacent common elements. Owner shall immediately report to the manager all incidents of the like and all owners shall fully cooperate with the manager to provide access to each unit for the purpose of conducting a spraying program or other removal process to eliminate any incident of pests, insects, vermin, or rodents within the unit or adjacent common element.

26. All owners are required to have a mastered lock installed by the manager on the unit door or must provide a copy of the unit key, for emergency entry in order for the staff, plumbers or fire department to have full access. Additional costs or charges for entry and additional damage shall apply if there are no means of entry during an emergency.

27. Only valid and current licensed, roadworthy vehicles may be parked on the property, whether underground or outside. Vehicles not in compliance are subject to removal at the owner's risk and expense. No vehicle shall be stored or parked on the property that is clearly offered ("For Sale")

28. Assigned parking locations are in the common areas. No owner or occupant has possession of any parking location. The Office Administrator may change your assigned parking location at any time. All vehicles parked in the underground shall prominently display proper authorization or identification provided by the M.C.C. #79 office. Any vehicle that does not display the current identification or authorization is subject to immediate removal without notice at the owner's risk and expense. Vehicles not parked in their assigned spaces are subject to immediate removal without notice at the owner's risk and expense. Authorized vehicles registered for underground parking shall not be permitted to park in visiting parking under any circumstances.

**29.** Parking assignment: Each building has 178 condo units. Each building has 155 parking spaces available underground. The following assignment criteria are required to be met in order to provide a fair distribution of any remaining available parking spaces:

- Only residing owners or tenants may be assigned a parking space. An owner that does not reside upon the property shall not be assigned a parking space in order to ensure availability for those that live within the complex.
- An owner that has more than one condo unit may only register vehicles to the unit upon which they reside. An owner may not register a primary vehicle to multiple owned units in order to avoid secondary vehicle parking fees.
- Residents must provide a Drivers Licence indicating residency of their onsite address. (A photocopy is retained on file)
- Residents must provide vehicle ownership and insurance indicating that the resident is the owner of the vehicle, registered at the same onsite address. (A photocopy is retained on file)
- One parking space will be assigned at no charge for (personal use only). Each additional parking space per month is: \$35.00 for underground parking.
- Priority to underground parking will be on the basis of one underground space per unit/resident. In the event there is a lack of spaces available, secondary vehicles may be reassigned to exterior parking until such time a space becomes available. Secondary vehicle reassignment is based on secondary vehicle registration seniority.
- In the event a resident obtains a new vehicle, they must notify the on-site office in order make the proper changes in registration.
- Parking payments are to be made payable by cheque to Middlesex Condominium Corporation #79 on or before the 1st of every month.
- Overdue parking fees may result in immediate cancellation of all assigned parking spaces.

**29b.** Every vehicle must be registered with the office, both underground and outside. Parking wherever it may be, is at the owners/lessees risk. Vehicles must park in their assigned space and display the proper tag as issued by M.C.C. #79. Any vehicle that does not display the current identification or authorization is subject to immediate removal without notice and at the owners/lessees expense.

**30.** No motor vehicle other than a personal passenger vehicle, SUV, station wagon or commercial vehicle (other than a one half ton pickup truck with uncovered rear and sills not exceeding four feet in height with no attachments such as hydraulics, shovel and/or heavy winch.) shall be parked on any part of the common elements, including any part thereof, of which the owner may have exclusive use, nor shall any repairs be made to such motor vehicle on the common elements.

**31.** Security cameras installed throughout the property are for vandalism prevention and should not be relied upon for the safety, or protection of the owners or residents of the building. No unauthorized person shall interfere with the security cameras. All residents and guests use the common areas at their own risk. Any acts of vandalism reported and recorded may be forwarded to the police and charges may be initiated for damage, restoration, and/or reimbursement.

MIDDLESEX CONDOMINIUM CORPORATION NO. 79

PET RULES

The following Rules with respect to pets shall replace Rule 10 of the Corporation's current Rules.

1. No animal or bird, other than a dog weighing less than 25 pounds, domestic house cats, parakeets, budgies, canaries, parrots, other similar birds normally kept as pets, or fish normally kept in domestic aquariums, shall be kept within any Unit or brought upon the Common Elements.
2. Notwithstanding Paragraph 1 above, and without limiting the generality of that paragraph, no dog shall be kept within any Unit, or brought onto the Common Elements, which is a Pit bull, Rottweiler, Doberman, Akita or any other breed of guard dog, or dog originally bred for fighting, or which is a cross-breed of any of the foregoing.
3. Notwithstanding the foregoing Paragraphs 1 and 2, and without limiting the generality of those paragraphs, no dog shall be kept in any Unit, or brought onto the Common Elements, which is determined by the Board, in its absolute, unfettered and uncontrolled discretion, to be a nuisance, or to be aggressive, or to be threatening.
4. In the event that any Unit Owner or occupant should be notified in writing that a dog owned by, or in the possession of, such Owner or occupier has been determined by the Board to be a nuisance, aggressive or threatening, such dog shall be removed from the property within two weeks of the receipt of such written notice.
5. When on the Common Elements, any permitted animal or bird shall be accompanied by a Unit Owner or occupant, shall be either on a leash or carried within an appropriate container, and shall be under complete control of such Owner or occupant.
6. The Owners or occupants keeping an animal or bird as a pet shall be responsible for ensuring that such pet does not defecate on the Common Elements and in the event that the pet does so, for cleaning up after it.
7. No insects or reptiles may be kept within any Unit or brought upon the Common Elements.
8. It is recognized that the presence on the Common Elements of certain animals and birds, especially dogs, may give rise to enhanced discomfort, fear and apprehension on the part of certain Owners and occupants, whether due to past experience, cultural background or otherwise. Wherever possible, Owners and occupants having care and control of pets, especially dogs, are asked to appreciate this enhanced discomfort, fear and apprehension where it is expressed and, whenever possible, to take the initiative in avoiding contact with affected Owners and occupants. For example, Owners and occupants with pets or dogs should yield the use of stairwells and elevator compartments to Owners and occupants expressing such discomfort, fear and apprehension. The Owner or occupant with the pet or dog should offer to take the next elevator or to yield the use of the stairwell.

9. Where an animal or bird has been kept within a Unit prior to this Rule coming into effect and where such animal or bird was permitted by the Rules previously in force, such animal or bird may remain so long as its Owner is a Unit Owner or occupant. There shall, however, be no right to replace such animal or bird, except with an animal or bird that complies with these Rules. Nothing in this Paragraph 9 shall permit an animal or bird to remain on the property if it has been found to be a nuisance, aggressive or threatening in accordance with Paragraph 3 above.

10. These Rules do not prohibit an animal which is needed by an Owner or occupant as:

(a) a dog (or other suitably trained animal) which is a trained seeing eye dog or trained seeing eye animal;

(b) a dog (or other suitably trained animal) which is a trained hearing ear dog or trained hearing ear animal and is necessary to any person with a right of access to the Common Elements of this condominium plan;

(c) an animal which is trained and used to assist a Unit Owner or occupant with normal day to day activities that such Owner or occupant, because of a physical disability, is unable to perform for him or herself, such as retrieving items, turning on and off of lights, assisting in propelling a wheelchair or other acts of a similar nature.

11. The necessity of a seeing eye dog (or other suitably trained animal), hearing ear dog (or other suitably trained animal) or other animal providing assistance as set out above, must be established by sufficient documentary medical evidence of a physician licensed to practice in the province of Ontario. In addition, while one or more exceptions may be made as aforesaid, any such animal must be kept under reasonable control and not cause any undue disturbance or annoyance to any other Unit Owner or occupant.

12. The Board has the discretion but not the obligation to permit other pets that might otherwise be prohibited, if the need for such other pet is established by sufficient documentary medical evidence of one or more licensed physicians practicing in the province of Ontario.

June 6, 2006

*Village at the Pines*

Scanned into Volume  
Condominium Rules

**Middlesex Condominium Corporation No.79**

**1103 & 1105 Jalna Blvd**

**CREATION OF NEW RULE**

**Prohibiting Cannabis Smoking and Growing**

March 9, 2018

The Board of Directors of MCC 79 has voted to amend the rules for the Corporation by adding the following rule:

1. Cannabis prohibition: Due to the irritation and known health risks of exposure to second-hand marijuana smoke, increased risk of fire and increased maintenance and cleaning costs, smoking or growing cannabis is prohibited on the condominium property, including:

- a. Inside all condominium units;
- b. On exclusive use patios and balconies; and
- c. On any part of the condominium that is a common element or exclusive use common element

provided that

d. Cannabis smoking is permitted in the following areas only:

Outdoor designated smoking area located outside the rear door of the building, but not within 12 metres (40 feet) of the building.

2. Definition of smoking: "Smoking" shall include the inhaling, exhaling, burning or carrying of lighted cannabis.

3. Definition of Business Invitee. The term "business invitee" shall include but is not limited to any contractor, tradesperson, agent, household worker, or other person hired by the tenant or resident to provide a service or product.

4. Uniform application of policy: This rule becomes effective 30 days after the delivery of the notice unless the Corporation receives a requisition from 15% of the owners of MCC 79 requesting a meeting of the owners pursuant to Section 46 of the Condominium Act to amend or repeal the proposed rule. It applies to all persons, including but not limited to owners, tenants, invitees, business invitees, occupants and visitors.

## ELEVATOR RESERVATIONS

All elevator reservations for moving as well as deliveries must be made through the office before you make any commitment with a moving company or delivery service.

Your building has 175 units (over 500 residents), and all reservations are on a first come first serve basis. To ensure that your moving truck or delivery is not turned away due to conflicting reservation, we recommend that you contact the office at least 24 hours in advance for deliveries and five (5) days in advance for moving to determine availability.

The elevator reservations must coincide with the following time blocks.

(9 am – 12 pm)

(1 pm – 4 pm)

(6 pm – 9 pm)

Early in the morning, at lunch, and late afternoon the complex experiences the highest volume of traffic with respect to residents arriving and leaving the building for work, school, etc... During these times, both elevators must remain operational to reduce waiting time.

**The use of the front or side entrances for moves or deliveries is not permitted and is classified as trespassing upon the common area.**

**Call 519-685-3303 for availability and to schedule your elevator reservations.**

## CARDBOARD BOXES

All cardboard boxes must be placed in the large green bin at the back of the building. Large items must be removed off-site. Arrangements can be made with the office for disposal if you are unable to remove any large items.