

Condominium Act, 1998

NOTICE TO OWNERS

(pursuant to Section 58(6) of the Condominium Act,
amended by S.O. 2000 c.26, Schedule B, s.7; S.O. 2001, c.9, Schedule. D, s.3)

MIDDLESEX STANDARD CONDOMINIUM CORPORATION # 692 hereby gives notice to the owners at 353 Commissioners Road West, London ON, of the following:

1. The Board met and updated the Rules and Regulations on 30th day of August, 2012.
2. The Board of Directors proposes that the Rules will become effective 30 days after receipt.
3. Owners have the right to requisition a meeting under Section 46 of the Condominium Act, 1998 and the Rules become effective at the time determined by Subsections (7) and (8) of Section 58 of the Condominium Act, 1998.

DATED the 30th day of August 2012.

CONDOMINIUM RULES

MIDDLESEX STANDARD CONDOMINIUM CORPORATION NO.692 (the "Corporation")

RULES GOVERNING THE USE OF THE COMMON ELEMENTS AND THE UNITS PASSED AT A MEETING OF THE BOARD OF DIRECTORS OF THE CORPORATION (the "Board") HELD ON THE

30th DAY OF August 012

The following rules shall be observed by the Owners and the tenants "Owner" shall include the owner of any unit in the Corporation and any other person occupying the unit with the Owner's approval, including, without limitation, members of the Owner's family, his or her tenants and their respective invitees and/or licensees:

A) **AFTER HOUR EMERGENCIES:**

All calls received on the after hours emergency phone (226-926-6399) will be charged a fee of \$200.00 if it is deemed that the call is not an emergency, the charge will be billed back to your unit owner's ledger and collected in the same manner as a common element fee. Emergencies have been clarified as the following by your Board of Directors:

- Flooding / Water leaks in your unit or from unit above
- Fire (anywhere in the building)
- A person stuck in the elevator

All other calls can be made to the Building Manager's line at 519-670-7207 and will be answered while the Building Manager is on duty between the posted hours of 8:30 a.m. – 4:30 p.m. Monday to Friday.

B) **WATER**

Water shall not be left running unless in actual use and no waste, garbage, rubbish or noxious or unusual substances shall be disposed into (or down) any toilet, sink or drain. Any damage to plumbing pipes, drains and apparatus resulting from misuse or from unusual or unreasonable use shall be borne by the Owner who has caused such damage.

C) **FIRE REGULATIONS**

- 1) 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 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 regulations 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 health unit or with any municipal by-law or any provincial or federal statute or regulation. No one shall do or permit anything to be done on the common elements which will in any way increase the risk of fire.
- 2) Owners shall not overload existing electrical circuits and plumbing facilities in their units.
- 3) No hazardous, combustible or offensive goods, products or materials shall be kept or stored in the units or common elements, without the prior written consent of the board.
- 4) No mats, furniture, vases, shoes or any items of any kind are permitted to be left in the hallways. This is a requirement under Fire Code.

D) **BALCONIES / PATIOS**

- 1) No hanging or drying of clothes is allowed on any part of the common elements including those parts of the common elements over which the Owner has exclusive use. Only seasonal furniture, and live plants and flowers shall be placed on terraces and decks and same shall not be used for storage purposes. No coverings of any kind shall be installed on the terraces and decks
- 2) No window air conditioning unit (or appurtenances thereto) shall be installed within any Unit or common element area.
- 3) Nothing shall be placed on the outside of window sills or projections. No awning, shades, screen, bird feeder or flag shall be erected over or outside of the windows or balconies, or on the balconies without the prior written consent of the Board of Directors through the Property Manager.
- 4) Television antenna, aerial, tower, satellite dish, 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 system. Failure to comply with the foregoing will render the Owner liable for all costs and expenses incurred by the Corporation to remove such a satellite dish:
- 5) Barbeques or other cooking or heating devices may be used on terraces and balconies as long as the Owner or occupant of the unit complies with all fire code regulations with respect to transportation, storage, placement and use of such devices and their fuel sources such as propane cylinders (propane tanks must be carried in the elevator without placing on the floor and you can be the only occupant in the elevator). Owners and occupants shall take care to ensure that their use of barbeques and other devices do not unreasonably interfere with the use and enjoyment of the common elements or units by other owners and occupants.
- 6) Carpets or other covers are not permitted to be glued or affixed to the concrete on the balconies/ terraces during the winter months. Any covering must be made specifically for outdoor use as this can cause damage to the concrete. Nothing can be affixed/drilled/attached into the balcony floors/walls/railings.
- 7) Nothing is to be thrown from the balconies or patios, including tobacco butts/ashes as falling debris can cause damage to the property or injury to persons walking below. Disposing of tobacco butts/ ashes by dropping them in the garden beds is strictly forbidden as lit butts/ashes can start fires in the mulch.
- 8) Seasonal decorations (lights and garlands are not to be put on balconies or windows prior to November 15th and must be removed no later than January 15th each year.

E) **GARBAGE & RECYCLING**

- 1) The Owner shall not place, leave or permit to be placed or left in or upon the common elements, including those over which the Owner has the exclusive use, any debris, refuse or garbage. Owners shall comply with the rules as to the disposal of garbage as may be created from time to time by the board and posted or otherwise notified to the occupants.
- 2) Use of garbage chutes are restricted and are not to be used between the hours of 11 p.m. to 7:00 a.m. for peace and quiet enjoyment of all owners.

F) **NOISE**

- 1) No one shall create or permit the creation of or continuation of any noise or nuisance which, in the opinion of the board or the property manager, may or does disturb the comfort or quiet enjoyment of the units or common elements by other Owners.
- 2) Any changes to the flooring must be put in writing to the Board of Directors for review prior to proceeding
- 3) Hardwood floors: Residents with hard flooring, or intending to put down hard flooring, must install a sound- insulation product with a minimum IIC (Impact Isolation Class) Rating of not less than 60 must be installed under all hard flooring.
- 4) Tiled floors must have a "quiet mortar" put down to adhere the tiles to the concrete floors, which minimizes sound transference.

G) **VEHICLES & PARKING**

- 1) No Commercial vehicles, truck, trailer, recreational vehicle, motor home, boat, personal watercraft, snowmobile and/or machinery or equipment of any kind other than a private passenger automobile, station wagon, motorcycle, mini-van, or truck not to exceed six feet (6') in height shall be parked on any portion of the common elements or in any parking unit. No servicing or repairs shall be made to any motor vehicle or to any other equipment of any kind, on the common elements. No motor vehicle shall be driven on any part of the common elements other than on a driveway or designated parking area.
- 2) Visitors' motor vehicles may be parked only in those parking spaces clearly marked or designated for visitors, and for no longer two (2) nights per week between the hours of 12:00 a.m. and 6:00 a.m. unless permission for same has been granted by the building manager and a visitor pass is required. Failure to comply with the foregoing may result in such vehicles being tagged and/or towed away at the Owner's expense.
- 3) Owners may call the approved towing firm (sign posted along the visitor parking and sign in the lobby with contact number) and have a vehicle towed if it is in your deeded parking space outside or in the underground parking area. If the owner of the vehicle refuses to pay for the tow, it will be the unit owner's responsibility that placed the call to pay for the tow.
- 4) Guests who are staying overnight must register their vehicle with the building manager and receive a laminated guest pass. We require a \$20 deposit for the pass which is refundable the following day.
- 5) Residents contemplating a roommate, or other cohabitation arrangements, requiring additional parking will not be allowed to park in the Visitor Parking. Other parking arrangements (such as renting a space from another resident or arranging off-site parking must be made for this additional vehicle). It is up to the renter to find an extra spot, not the Building Manager, Board or Management.
- 6) Parking stalls are meant for parking of operational motorized vehicles only and no other items or materials of any nature are to be stored in parking stalls. The Fire Code prohibits the storage of any thing other than motorized vehicles in the garage area;

- 7) Washing of vehicles is strictly prohibited anywhere on the site.
- 8) Residents are prohibited from servicing or making repairs to their vehicles anywhere on the property, including in the underground garage.
- 9) Residents are prohibited from parking their vehicles along the roadway at the rear of the building. This access is meant for drop offs and moving in/out and contractors only and is not marked accordingly for parking.

H) **PETS**

- 1) No Owner shall maintain, keep or shelter in or about his/her unit (including any part of the common elements designated for his/her exclusive use) any animal, livestock, fish or fowl other than a dog, cat, tropical fish, caged bird other than a pigeon, or caged animal usually considered to be a pet. The number of the foregoing, other than tropical fish, in each unit at any time shall be limited to two (2), of which only one may be a dog.
- 2) No breeding of any animal shall be permitted within any Unit or the Common Elements.
- 3) Animals shall not be allowed on the common elements, (exterior or interior) unless they are on a leash or carried by the Owner. Pets are to be taken out through the rear of the building. Pet Owners are responsible to clean up after their animal and to remove all animal waste from the common elements.
- 4) Notwithstanding the foregoing, the Owner or occupant of a Unit shall permanently remove from the Property any animal which is deemed by the Board or the Property Manager to be a nuisance. The Board or Property Manager shall have the sole, absolute and unfettered discretion to determine whether an animal is a nuisance. Such animal shall be removed within one (1) week of the date of delivery to the Unit of a written notice from the Board or property manager, requiring such removal.
- 5) No Owner, family member, guest or invitee is permitted to allow any animal to urinate or defecate on the balcony or patio areas.

I) **COMMON ELEMENTS**

- 1) No addition, alteration, decoration or painting of any kind shall be made to any portion of the common elements without the prior written approval of the board in accordance with the declaration.
- 2) No sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the inside or outside of any unit or the common elements without the prior written consent of the board, except by the declaring in accordance with the declaration.
- 3) Only proper window coverings may be used on all windows (e.g. blinds, drapes or shutters). Colour visible from the exterior must be white or off white. No flags, sheets, paper, aluminum foil, etc. may be used. If you are considering window films you must submit your request in writing to the Board of Director with a sample of the proposed product and receive written permission prior to proceeding.

- 4) No auction sale or garage sale shall be held in the units or on the common elements, without the prior written consent of the board.
- 5) Save as otherwise provided or contemplated in the declaration of the Corporation, the sidewalks, passageways, walkways and driveways used in common by the Owners shall not be obstructed or used for any purpose other than ingress and egress to and from the units and/or common elements of this Corporation.
- 6) No one shall harm, mutilate, destroy, alter or litter, uproot or remove any of the landscaping work on the common elements (including grass, trees, shrubs, hedges, flowers or flower beds nor affix or place any planters, statues, fountain or ornamental objects upon any portion of the common elements, without the prior written consent of the board.
- 7) No one shall be permitted to use any portion of the common elements for the purposes of planting trees, hedges, shrubbery or any other type of foliage or flora, without the prior written consent of the board provided however that the foregoing shall not be construed as preventing any Owner from planting and trimming his or her own small flowers and plants in any planter boxes situate within any outdoor terrace or deck area, the exclusive use of which has been designated or allocated to such Owner's unit.
- 8) No building or structure or tent shall be erected and no trailer either with or without living, sleeping or eating accommodations shall be placed, located, kept or maintained on the common elements.
- 9) Roller-skating, skate-board riding, in-line skating and other similar activities are strictly prohibited inside the common elements.
- 10) Any loss, cost or damages incurred by the Corporation by reason of a breach of any roles in force from time to time by any Owner shall be borne by such Owner and may be recovered by the Corporation against such Owner in the same manner as common expenses.
- 11) Smoking is not permitted in any part of the common elements, except those parts of the common elements that are not contained within the building.
- 12) No person shall fail to report to the Corporation promptly any accidental spills or undue untidiness in or on the common elements, including any of the amenity areas.
- 13) No Owner shall permit any gasoline, oil or other harmful substance to escape on to the surface of the parking spaces, driveways or common elements.
- 14) No Owner shall permit or suffer the infestation of his or her Unit (or any exclusive use common element areas appurtenant thereto) by pests, insects, rodents or other vermin. Failure to comply with the foregoing, or the failure to report such infestation to the board as soon as the Owner is aware of same, will render such Owner liable for all costs and expenses incurred in having to eradicate such infestation.

- 15) Bicycles are not to be brought in through the main lobby area. All bikes must be taken in and out of the building via the rear halls and taken immediately down to the bicycle storage area in the garage, or to your unit or locker area for inside storage. Bicycles are not to be stored on balconies.

16) The Board shall have authority to pass rules and guidelines applicable to any specific common element area or applicable to all common element areas. Upon such rules or guidelines being posted in any specific area, same shall have the force and effect of these rules and may be enforced accordingly.

J) **GUEST SUITE**

- 1) All bookings are arranged with the building superintendent and an agreement to be signed to hold your date.
- 2) We require a deposit of \$200 from the unit owner who is booking the room for their guests. A fee of \$60.00 per night is required to be paid by cheque or money order.
- 3) No pets are allowed in the guest suite.
- 4) Any damage that may occur in excess of the \$200 deposit will be charged back to the unit owner/tenant.
- 5) There will be no bookings of the guest suite between December 23- January 2.
- 6) A maximum of 6 months ahead of the required booking will be accepted and the duration of your guest cannot exceed more than 7 days without prior written permission from Property Management or your Board of Directors.

K) **LIBRARY**

- 1) Occupancy load is 40 guests maximum. All guests must remain within the Library room only. The lobby is not for use of during any function.
- 2) All bookings for the library for a private function are to be booked through the building manger. Example: Card Groups, baby/wedding showers, sporting events, craft nights.
- 3) Deposit only required if non-resident is in attendance at the function. If additional cleaning or damages occur upon inspection after your function, your deposit will be cashed by MSCC 692 in its entirety and will not be refunded.
- 4) Any booking cannot be for monetary gain or commercial use.
- 5) An agreement must be signed upon the booking by the owner.

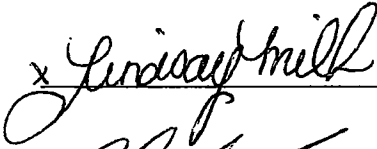
L) **MOVE IN / MOVE OUT / DELIVERIES**

- 1) Delivers and moving shall be arranged through the designated building personnel for the condominium and are subject to availability of elevators. No deliveries of large item shall be received through the lobby, as a service entrance at the rear of the elevators is available for this purpose. Failure to abide by this rule may give cause for trespassing charges to be laid. Elevator for deliver or moving shall be booked in accordance with the policy set down by the Board of Directors.
- 2) All move in and move outs must happen during the hours of 9:00 a.m. and 4:00 p.m. Monday through Saturday and Sunday from 12:00 p.m. to 4:00 p.m. only. A non refundable charge will apply if past set time

- 3) Management/Board/Building Manager is not responsible for error in booking or for rescheduling of moving times.
- 4) Move in / out deposit of \$200 is required. If common elements are left in a clean and tidy condition, the deposit will be returned; otherwise cashed. Move out deposits must be in a form of a certified cheque or money order.
- 5) Arrangements for the service elevator are to be made no less then 24 hours in advance of the specified time by contacting the Building Manager.
- 6) No move in and move outs are permitted on a holiday (Statutory Holidays - Federal or Provincial).
- 7) A copy of the lease needs to be provided to Property Management prior to the commencement of the tenancy and moving into the building. (reference Declaration 3.1 section c & d)

The foregoing rules are hereby passed by the Directors of the Corporation pursuant to the Condominium Act, 1998 as evidenced by the respective signatures hereto of all the Directors.

DATED August 30/2012

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