

**Middlesex Condominium Corporation No. 119
Condominium Rules**

Resolution passed by the Directors at a meeting of the Board of Directors held on November 28, 2013.

Be it resolved that the Corporation enact the following Rules respecting the use of the common elements and any Unit to promote the safety, security and welfare of the Owner and to prevent unreasonable interference with the use and enjoyment of the common elements and of any other Unit.

The following rules shall be observed by the Owner(s) and the term "Owner" shall include the Owner or any other person occupying the Unit (such as a tenant) or visiting the Unit with or without the permission of the Owner.

Every Owner has an obligation to ensure that all occupants and guests are aware of these Rules and that these Rules are complied with. The Owner shall be responsible for the conduct of all occupants or guests in the Units or common elements.

Only those Owners and their guests are permitted to use the Common Facilities, which include, but are not limited to the Pool, Sauna, whirlpool, Barbeque area, Fitness Centre and parking areas. For greater clarity, those Unit Owners who have leased their Units to other occupants relinquish all use of the Common Facilities.

Any loss, costs (including legal costs), or damages incurred by the Corporation by reason of a breach of these Rules by an Owner, occupant or their guests shall be borne by the registered Owner of the Unit and will be recovered by the Corporation from any such Owner in the same manner as common expenses.

A. WATER AND PLUMBING

1. Sinks, toilets, showers, bathtubs, basins and other water apparatus connected to the drainage and plumbing system shall not be used for purposes other than those for which they are constructed and garbage, sweepings, rubbish, rags, ashes or any other substance is not to be thrown therein. No Owner shall overload any drains. Any damage caused by an Owner, occupant, or their guest to the common elements drainage and plumbing system shall be required to pay the costs of repair, with such costs being added to the common expenses for the Unit and shall be enforced accordingly.
2. Water shall not be left running unless in actual use. Dripping faucets and toilets are to be repaired by the Owner in a timely manner, otherwise the Corporation reserves the right to repair at the Owner's expense, with such costs being added to the common expenses for the Unit and shall be enforced accordingly.

B. SAFETY AND SECURITY

1. No Owner shall do or permit anything to be done in his or her Unit that will conflict with the Ontario Fire Code or Fire Department Regulations, or that will increase the risk of fire or the rate or coverage of fire insurance on the property.

2. No Owner or occupant shall do or permit anything to be done that will obstruct or interfere with the rights of other Owners or occupants, or in any way injure or annoy them, or disturb the comfort and quiet enjoyment of the Units or common elements by any of them.
3. No Owner or occupant shall engage in any activities that breach the rules and ordinances of the Ministry or any statutes or municipal by-laws.
4. No Owner or occupant shall overload existing electrical circuits.
5. Combustible or offensive goods, provisions or materials are not permitted to be stored in Units or on the common elements.
6. No barbeques (propane, electric or charcoal) or stoves of any kind are permitted on the balconies, patios or common elements unless installed by the Corporation for joint use.
7. The Corporation has the right to inspect each Unit on a semi-annual basis to ensure that the Unit is in full compliance with the Ontario *Fire Code*. This includes an inspection of all fire alarms, other safety devices and clothes dryers. The Corporation shall provide the Owner or occupant with reasonable notice prior to the inspection.
8. Security cameras installed throughout the building are for vandalism prevention and are not intended for the safety or protection of the Owners or occupants. No one shall interfere with the security cameras. Any acts of vandalism reported and recorded will be forwarded to the police and charges will be initiated for damages, restoration and reimbursement to the Corporation.
9. All Owners will abide by and comply with any security measures including surveillance and controlled entry in effect in the buildings. Any vandalism is to be reported to the Site Administrator or building managers as soon as possible.
10. Owners, occupants and their guests shall use the common elements and the facilities of the building at their own risk.

C. LEASING OF UNITS

1. Any Owner who leases their unit to a tenant must notify the Corporation in writing within thirty (30) days of entering into any tenancy agreement, that they have leased their unit, and provide the Corporation with the tenant's name, a copy of the tenancy agreement, and an updated address for the Owner. An Owner must also notify the Corporation when the lease has been terminated.
2. All Owners must provide their tenants with a copy of the declaration, by-laws and rules of the Corporation.
3. Any Owner who leases their unit must ensure that their tenant complies with the declaration, by-laws and rules of the Corporation.
4. No Owner may lease their Unit to any tenant for less than a six (6) month term and not more than once every twelve (12) months. In accordance with the declaration, units must be rented to single family tenants only. To be clear, unrelated tenants, such as students, may not lease or occupy any unit.

D. COMMON ELEMENTS

1. Nothing shall be placed on the outside of the windowsills or projections. No awning, shade, screen or bird feeder or flag shall be erected or hung over or outside of the windows or balconies, or on the balconies without the prior written approval of the Corporation.
2. Notice boards located in the lobby are for use by Owners and occupants only. Any posting that the Corporation in its sole discretion deems to be offensive shall be removed. All postings must be dated, and shall be removed at the beginning of each month. Postings related to community events and notices are welcome.
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, etc. may be used.
4. Auctions, garage sales or the sale of goods of any kind shall not be held in individual Units or on the common elements without the prior written approval of the Corporation, which approval may be withheld by the Corporation in its sole discretion.
5. The sidewalks, entries, passageways, walkways and driveways used in common by the Owners shall not be obstructed or used for any purpose other than for ingress and egress to and from respective Units. No mats, rugs, footwear or other personal items shall be placed on the floor of the hall outside of a Unit.
6. Bicycles must be brought through the rear of the building and carried while on the interior Common Elements.
7. Rollerblades, skateboards, or any other such recreational apparatus may not be used on the interior common elements.
8. Nothing shall be thrown, dropped, swept, washed or shaken from the windows, balcony, doors, or from any part of the common elements including those over which the Owner has exclusive use.
9. No hanging or drying of clothes is allowed out of the windows or on any part of the common elements including those over which the Owner has exclusive use.
10. No plants shall be hung from the exterior of the building including the exterior portion of the balcony railings.
11. With the exception of one (1) satellite dish per Unit, no larger than 27" diameter or 32" elliptical; no television antenna, aerial, 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 or satellite system. Satellite dish installations must meet the current installation standards of the Corporation. Should the installation standards change for any reason, all Units with a satellite system must update their installation. Any damage resulting from the installation of a satellite system is the responsibility of the Owner.

12. The lobby areas of the buildings shall be used only as reception areas and as temporary waiting areas for Owners, occupants and their guests. No loitering or playing shall be permitted in the lobby areas.
13. No one shall harm, mutilate, destroy, alter or litter any of the landscaping on the property, including grass, trees, shrubs, hedges, flowers, or flower beds; or any other common areas. Feeding of wildlife on the common elements is strictly prohibited.
14. 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 including those common elements of which the Owner has exclusive use.
15. No sign, advertisement, or notice shall be placed on any part of a Unit that is visible from the exterior or on the common elements, without the prior written approval of the Corporation.
16. No alcohol is to be consumed on any common element without the prior written approval of the Corporation.
17. Smoking is not permitted on any interior common element (including parking garage). Municipal bylaws must be followed and will be strictly enforced. Cigarette butts are not to be discarded on the common elements.
18. Natural Christmas trees are not allowed in the Units or common elements.
19. No Owner shall deposit dirt or in any way soil the common elements.

E. BALCONIES/PATIOS

1. Only seasonal furnishings shall be kept on the balconies. Storage of other items is not permitted.
2. Bicycles are not to be stored on the balconies.
3. No obstructions of any kind are allowed to be kept on the balconies.
4. "Patio" umbrellas may not overhang the balcony at any time and if used must be anchored at all times according to manufacturer's requirements or where not specified by manufacturer in such a manner to prevent umbrellas becoming airborne.
5. No permanent carpet is permitted to be installed on any balcony. All carpets must be removed for the winter season.

F. GARBAGE & RECYCLING

1. No Owner or occupant shall place, leave or permit any debris, refuse or garbage to be placed or left on the common elements, including those over which that Owner or occupant has the exclusive use.

2. Garbage is to be put in kitchen-size plastic bags, tied tightly and deposited in the garbage chute. When it is necessary to close the chute from time to time for cleaning or repairs, garbage shall be brought to the bins on the main-floor parking level. Nothing is to be left on the floor of the garbage rooms (including bottles).
3. All Owners and occupants shall dispose of boxes and packing material as instructed by the Property Manager, Site Administrator or Building Manager. Boxes must be broken down, tied and placed in the recycling area only. All costs associated with the removal of garbage or any other items abandoned by Owners shall be added to the common expenses of the Owner's Unit and collected accordingly.
4. All glass bottles and other containers shall be thoroughly cleaned and rinsed prior to being deposited in the recycling bins located on the main-floor parking level.
5. Disposal of construction material and renovation debris must be made off site.

G. NOISE & NUISANCE

1. No noise caused by voice, instrument, sound reproductions or other device, or in any other manner whatsoever, which in the sole opinion of the Board is deemed to disturb the comfort of the Owners or occupants is permitted.
2. No Owner, occupant or guest is permitted to cause or allow a nuisance to be carried on which, in the sole opinion of the Board, is deemed to disturb the comfort of, or unreasonably cause damage to or disturb the use by any Owner or Occupant of their unit or the common elements.
3. No Owner, occupant or guest shall approach or engage in a vexatious or aggressive manner, another Owner, occupant, guest, employee of the Corporation, or third party retained by the Corporation. Further, no Owner, occupant or guest shall engage in conduct that is known or ought to be reasonably known to be unwelcome or which constitutes harassment.

H. MOVE IN / MOVE OUT/ DELIVERIES

1. Deliveries and moving shall be arranged through the Site Administrator or Building Manager, and is subject to the availability of elevators. No deliveries of large items shall be received through the lobby, as a service entrance at the rear of the elevator is available for this purpose. Elevators for delivery or moving shall be booked in accordance with the policy set down by the Corporation which may be obtained from the Site Administrator upon written request.
2. The Corporation is not responsible for error in booking or for rescheduling of moving times.
3. A deposit of \$150.00 is required to be paid to the Corporation by any Owner or occupant moving in or out of the Property. The deposit shall be returned after an inspection of the common elements is completed and it is determined by the Corporation in its sole and absolute discretion that the common elements are clean and there is no damage as a result of the move. If it is determined that there has been damage or that the Unit or common elements have not been left in a clean and tidy condition, the deposit shall be forfeited. Move out deposits must be in the form of a certified cheque or money order.

I. RENOVATIONS

1. No Owner or occupant shall renovate, or permit any renovation to be done in their Unit other than painting or wallpaper, without the express written approval of the Corporation. All renovations and/or alterations to the Unit must be pre-registered with the Site Administrator.
2. A \$150.00 deposit is required via certified cheque or money order prior to the commencement of any renovation and/or alteration. Any debris or damage to the Common Elements will result in a forfeiture of the deposit. Any costs incurred to repair any damage or dispose of any debris shall be added to the common expenses of the Owner, and collected accordingly.
3. Renovation work, if approved, may only be performed Monday through Friday, 8 a.m. to 9 p.m. and Saturday through Sunday, 10 a.m. to 6 p.m.

J. PETS

1. No animal, exotic pets, livestock or reptiles of any kind shall be raised, bred or kept in any Units or on the property, other than cats, dogs or other household pets which may be kept in the Units.
2. Each Owner or occupant shall only be entitled to keep a maximum of two (2) pets on the property and in their respective Units.
3. No aquariums are permitted in the Units..
4. No pet that is deemed to be dangerous or a nuisance by the Board of Directors or the Property Manager in their absolute discretion shall be kept by any Owner or occupant in any Unit or on the common elements.
5. Pit Bulls / Pit Bull cross are not permitted on the premises.
6. Pets shall not be allowed on the common elements unless they are on a leash or carried by the Owner. All pets are to be taken out through the rear of the building.
7. Owners are responsible to clean up after their pets and to remove all animal waste from the common elements. Pets are not allowed to urinate or defecate on any balconies, or the terrace area.
8. Any Owner or occupant who does not abide by the pet rules shall be required to permanently remove the animal from the premises within seven (7) days of receiving written notice from the Corporation of same.

K. VEHICLES & PARKING

Violations of the Parking Rules will be Subject To Ticketing/Towing Under A City Parking Program

1. No motor vehicle, camper van, trailer, boat, snowmobile, mechanical toboggan, machinery or equipment of any kind, other than a private passenger automobile or motorcycle, shall be parked in any part of the common elements, including the designated parking spaces, or on those portions of the common elements over which the Owner has exclusive use in a way that restricts / impedes / interferes with access by other Owners or protrudes into the drive lane.
2. Covered or underground parking is for resident use only, upon assignment by the Site Administrator. All resident vehicles which, are not registered with the Condominium Corporation or do not display a current Colborne Centre Parking Sticker may not park in the covered parking or underground garage. Parking Stickers are available through the Site Administrator and must be displayed in the bottom corner, driver side of the windshield. Each Owner must register his or her vehicles(s) with the Site Administrator by way of completing a Parking Agreement form.
3. All vehicles must be licensed and operable or they will be subject to ticketing/towing at the Owner's risk and expense.
4. All vehicles must be in good repair at all times. Any vehicle leaking fluids must be removed from the common elements immediately and all damage to the common elements shall be repaired or cleaned at the Unit Owner's expense.
5. No repairs shall be made to any motor vehicle on any part of the common elements, and no motor vehicle of any kind shall be driven on any part of the common elements other than on a driveway or designated parking area.
6. Owners are not permitted to park in Visitor Parking except during times of annual or semi-annual cleaning or renovations by posted notice of the Corporation. One (1) hour parking at the front parking lot is open to Owner's Use.
7. All visitors to the Colborne Centre must register their vehicles(s) by completing a Parking Registration Slip located in the Mail Room and may park only in designated Visitor Parking spaces. Unregistered vehicles in the Visitor Parking will be subject to tickets/towing at the Owner's risk and expense. If a Parking Registration Slip is not available, the Owner must contact the site staff or call to report and register the vehicle.
8. Vehicles must be removed from all parking spaces as requested for cleaning or servicing of the parking area. Any vehicle not relocated during this time will be towed if necessary at the Unit Owner's expense.
9. Vehicles shall not be washed on the common elements.

L. POOL, WHIRLPOOL & SAUNA AREAS

The Rules in This Section Are For Sanitary & Safety Reasons

1. For sanitary reasons, a shower must be taken prior to entering or re-entering the pool, whirlpool or sauna.

2. Cover-ups and footwear must be worn to and from the pool. No wet or dripping bathing suits or pool attire may be worn on the common elements save and except in the pool area, on the terrace, or in the change rooms.
3. No Diving is permitted.
4. Children who are not toilet trained must wear "Little Swimmers" or the equivalent thereof, otherwise they are not permitted in the pool.
5. No bathers under 16 years of age are allowed within the pool area, including sauna, unless accompanied by an Owner or a responsible adult occupant who shall be responsible to supervise the minor at all times in the pool or sauna areas.
6. No bathers under 16 years of age are allowed in the whirlpool.
7. Guests must be accompanied by an Owner or a responsible adult occupant at all times when in the pool, whirlpool or sauna areas who shall be responsible to supervise the guests at all times.
8. The Corporation does not accept responsibility for personal articles left in the pool area, change rooms or in any other recreation area of the building.
9. No persons shall engage in boisterous play, or run in or about the pool area including the saunas.
10. No floatation aids or water toys (other than floatation devices used for exercise purposes) are permitted in the swimming pool area during "Adult Only" hours. During all other times, items may not be used in such a way as to disturb others.
11. The life saving devices at the pool area are not to be used for any purpose other than those for which they are designed.
12. No person having any apparent skin disease, inflamed eyes, cold, nasal, ear discharge or any communicable disease shall enter the swimming pool or whirlpool.
13. Street clothes are not to be worn in the pool and whirlpool. Those persons not entering the water may wear street clothes (see rule L15 regarding footwear).
14. Clothing must be worn in the saunas.
15. Footwear worn on the street shall not be permitted on the pool deck (staff exempt).
16. Notwithstanding Public Health Laws, smoking, eating, drinking or gum chewing is not allowed in the pool area.
17. Bathers with hair of shoulder length or longer must tie it back or wear a bathing cap.
18. No electrical or battery operated apparatus is permitted in the pool area when open to the Owners (e.g. radio, portable audio devices, etc.).
19. No person shall pollute the water in the pool or whirlpool in any manner. No spitting, spouting of water, nose blowing, urinating or defecating is permitted in the pool, whirlpool or sauna.

20. No soap of any kind, including bubble bath or shampoo shall be brought to or used in the pool or whirlpool.
21. The pool change/washroom areas shall not be used for personal hygiene and grooming including diaper changing or shaving.
22. The saunas are dry heat saunas and as such, water must not be poured on the sauna rocks as it will damage the element.
23. For sanitary reasons, individuals using the sauna must sit on a towel.
24. The Corporation, in its absolute discretion, may require Owners, occupants and their Guests to vacate the pool, whirlpool or sauna area if they are deemed to be causing a nuisance or jeopardizing the safety of themselves or others and shall do so immediately. If he/she fails to leave the Owner's access privileges to the pool, whirlpool and sauna area will be revoked until such time as a meeting is held with the Site Administrator to address all concerns to the Corporation's satisfaction.

M. FITNESS CENTRE, TENNIS COURTS & BARBEQUES

1. Proper exercise attire is required in the Fitness Centre. Athletic shoes, shorts and tops are permissible. Bare feet are not allowed.
2. No eating, smoking or consumption of alcoholic beverages is allowed in the Fitness Centre. No person under the age of 16 years shall be allowed in the Fitness Centre unless accompanied by an Owner or a responsible adult occupant who shall be responsible to supervise the minor at all times in the Fitness Centre
3. The Tennis Court, Fitness Centre and Barbeque usage is on a first-come basis. The Tennis Court cannot be reserved unless a program is put in place by the Corporation.

N. MISCELLANEOUS

1. The General Meeting Room (323-201) may be booked by an occupant for a party or private meeting, at which he/she will be in attendance. Bookings will require payment of a fee, (the amount of which is to be determined by the Corporation from time to time) and are subject to the terms of a contract for the rental of the room. All bookings are at the sole discretion of the Corporation. A \$150 damage/cleaning deposit shall be collected from the Owner or occupant at the time of the booking.
2. For a fee to be set by the Corporation (the amount of which is to be determined from time to time), Owners or occupants may book the Guest Suite for visiting guests, under the terms of a contract drawn up for the rental of the room. Any reservation in excess of three (3) consecutive nights shall be at the sole discretion of the Corporation and considered on a case-by-case basis. A \$150 damage/cleaning deposit shall be collected from the Owner or occupant at the time of the booking.
3. Bookings of the General Meeting Room and the Guest Suite are on a first come/first served basis, and must be cleaned after each use. Failure to do so will result in the forfeiture of the damage/cleaning deposit.

If you have any questions regarding the above Rules, please do not hesitate to contact the Site Administrator in this regard.