

RULES RESPECTING THE USE OF COMMON ELEMENTS OF

MIDDLESEX CONDOMINIUM CORPORATION No. 83

A motion was carried out at the Board of Directors meeting held June 15, 2023 to change the Corporation Rules.

In the Board's view, these changes meet the requirement of Section 58 of the Condominium Act in that they:

- Promote the safety, security or welfare of the owners and of the property and assets of the corporation; or;
- Prevent unreasonable interference with the use and enjoyment of the common elements, the units, or the assets of the corporation.
- The proposed changes are reasonable and consistent with the Act, the Declaration and the By-Laws.

The Board of Directors for MCC No. 83 hereby gives notice to the unit owners that the attached approved rule additions will be effective as of July 15, 2023

Unit owners have the right to requisition a meeting in accordance with Section 46 of the Condominium Act within 30 days of this notice if they do not agree with these rule additions. As such, if a requisition is received, a meeting of the owners will be called, and notice given to all owners accordingly.

Sincerely,

Kathryn Armstrong RCM

Senior Property Manager

Village Property Management (London) Inc.

Authorized Agent for

Middlesex Condominium Corporation No. 83

CONDO RULES HANDBOOK

for
MIDDLESEX CONDOMINIUM CORPORATION
NO. 83
(MCC 83)

440 Central Avenue
London, Ontario, Canada
N6B 2E5

www.440central.ca

Passed by the Board of Directors of MCC No. 83 on June 15, 2023.

**These Rules Become Effective
Immediately Upon Receipt by
By All Owners**

Officially Distributed July 2023

This copy belongs (and to remain) in UNIT: _____

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1 Introduction

1.1 Purpose of this Handbook

- (a) This Condo Rules Handbook, approved by the Board of Directors, has been prepared to provide all Owners and residents of 440 Central Ave. key basic information concerning this condominium's Declaration, By-Laws, Rules, and Facilities. *(The "Declaration" would have been provided to all owners at time of purchase of their unit(s) from their lawyer.)* **These rules are intended to be an addendum to the "Declaration".**
- (b) **These rules are intended to foster a safe and pleasant living environment within the building and respect among residents as well as contracted employees.**
- (c) It is important for all of us to appreciate that condominium living is well founded in law. To fully enjoy the advantages inherent in condominium life, **Owners and residents (or tenants) must be aware of their privileges and responsibilities as set out in the Condominium Act, Declaration, By-laws and Condo Rules Handbook.** Consequently, for those who are new to condominium living, reference is made to those documents in this handbook.
- (d) **The Board of Directors may, from time to time, adopt and amend administrative Rules** governing the operation, use, maintenance, management and control of the common elements and the Corporation. Any rule or regulation created and imposed by the Board must be reasonably related to the promotion of safety, health, efficiency, and peace of mind of Owners and residents, and uniformly applied and enforced.
- (e) **Please read carefully the material provided.** Questions or suggestions are always welcome and can be addressed to the Board of Directors – MCC 83. There is a suggestion form on the website that can be used as well.
- (f) **One copy of this handbook is provided to each unit and/or absentee Owner.** Additional copies may be obtained from the Property Manager for a nominal fee.
- (g) At least one physical copy should remain in each of the units of 440 Central. **A copy of this handbook should remain in the unit when Ownership changes.**

Owners are accountable for tenants reviewing the contents at the time of moving in; if the unit is leased, the lessee must have a copy of the handbook for reference purpose.

A copy of this handbook will be available on the Condominium website – www.440central.ca

- (i) The Board of Directors is empowered under the Act to make Rules respecting the use of the common elements and units to promote safety, security and welfare of the Owners and residents, and of the property, or for the purpose of preventing unreasonable interference with the use and enjoyment of common elements and other units.

- (ii) The Rules shall be complied with, and enforced, in the same manner as the By-laws.

(h) Duty to Effect Compliance

- (i) The Corporation has a duty to effect compliance by the Owners with the Act, the Declaration, By-laws, and Rules.
- (ii) This compliance shall be enforced by the Property Manager, on behalf of the Board of Directors.

(i) Obligations of Owners

- (i) Each Owner is bound by and shall comply with the Act, Declaration, By-laws, and Rules.
- (ii) As an owner or lessee of a unit at 440 Central Ave., you are a member of a self-contained condominium community. Living in such a community requires adherence to established standards and rules, acceptance of majority rule, and a greater degree of cooperation than is necessary in a typical sub-division of single family dwellings or high rise apartment buildings. This manual has been prepared to provide you with information about the Building and the Corporation, Board of Directors, committees, management, by-laws, and rules considered necessary for us to reside amicably in our community.

1.2 Condominium Law

(a) The Condominium Act

- (i) In Ontario, all condominium corporations are subject to the [Condominium Act \(S.O. 1998, CHAPTER 19\)](#), and any subsequent revisions.
- (ii) Under provisions of the Act, Middlesex Condominium Corporation No. 83 (MCC 83), at 440 Central Ave, London, is registered as a Corporation and is administered by an elected volunteer Board of Directors.
- (iii) The Condominium Act requires the appointment of an auditor each year to review the financial records of the Corporation and report to the owners at the Annual General Meeting (AGM).
- (iv) A copy of the Condominium Act is not furnished on purchase or lease of a unit. The Property Manager and the Corporation have copies should you wish to review the Act.

(b) Declaration and By-laws (Additional Documents Each Resident Should Possess)

In accordance with the Act, the Declaration and By-laws, which establish the conditions under which the Corporation operates, have been duly registered and can only be changed by a vote of Owners at a duly authorized meeting.

- (i) The Declaration - was issued by the developer in accordance with the Condominium Act to the original purchaser of each unit. It is of great importance to owners and/or lessees because it outlines their responsibilities as well as those of the Corporation. These responsibilities relate to the property and grounds operation, maintenance and repair, alterations and improvement or additions to the common elements and a number of other significant features of condominium living.

These comments are not intended, nor should they be taken, to be interpretations of/or in lieu of the respective documents.

- (ii) By-law No. 1: this by-law deals with the basis for the operation of the Corporations relating to the Directors, to meetings of the Directors, to meetings of the members, to the officers and to other miscellaneous matters.
- (iii) By-law No. 2: this by-law increases the number of Directors of the Condominium Corporation from three (3) to five (5).
- (iv) By-law No. 4: this by-law outlines the standard specifications for the components of the improvements on the property, including those components which form part of the Units.
- (v) By-law No. 5: this by-law allows for owners to be charged for the cost of an insurance deductible for damage or repairs caused by said owner.
- (vi) By-law No. 6: this by-law clarifies the amount charged to the owner to be “the amount that is the lesser of the cost of repairing the damage and the deductible limit of the insurance policy”.
- (vii) By-law No. 7: this by-law provides for the borrowing of funds.
- (viii) By-law No. 8: this by-law provides for the borrowing of funds.

(c) Rules

- (i) The Corporation has a right to such compliance, and every Owner has a right to such compliance by other Owners and residents.
- (ii) The Condo Rules are created by your Board of Directors and have been reproduced in this document for your convenience.

- (iii) In the event of a possible conflict among any of the following: the Condominium Act, the Declaration, the By-laws, the Rules and Regulations, and this Condo Rules Handbook, each governs in the order in which they are listed.
- (iv) Upon these Rules and Regulations becoming effective, all prior Rules and Regulations of the Corporation are repealed and replaced by these Rules and Regulations dated.
- (v) The Board of Directors may, from time to time, make such additional Rules or Regulations, or vary or amend such Rules and Regulations respecting the use of common elements and the use of the units, for the purpose of preventing unreasonable interference with the use and enjoyment of the units and common elements.

1.3 Obligation of Tenants

- (i) The lessee (tenant) of a unit is subject to the duties imposed by the Act, Declaration, By-laws, and Rules as an Owner, except those duties respecting common expenses.

1.4 Copies of Documents

- (i) Copies of The Condominium Act 1998 may be obtained through the Service Ontario Centre or online at <https://www.ontario.ca/laws/statute/98c19>.
- (ii) Copies of the Declaration and By-laws (which should be read in conjunction with the Act) may be obtained for a nominal fee by written request to the Property Manager.

2 General Information

2.1 Overview and History

- (i) The Corporation was registered in 1986.

The complex consists of forty-six units comprising Middlesex Condominium Corporation No. 83. This includes forty-five residential units and one commercial unit (located on the 7th floor). Laundry facilities are located on the (2)nd and (4)th floor.

The complex is unique as the Corporation does not technically own the 1st floor. Changes and issues regarding the 1st floor need to be confirmed with the London Medical Building (450 Central Ave., London).

The 7th floor lounge is common and is available for the general use of the residents. The lounge must be vacated by 12:00 A.M. (midnight).

2.2 Corporation and Board of Directors

- (i) The Corporation is governed by a volunteer Board of Directors elected at an annual meeting (the AGM). The Board consists of five elected members. The affairs of the complex are managed solely by unpaid volunteers with the assistance of the Property Manager.

It is your neighbors and fellow members who staff our committees and stand for election as Directors. Your involvement in one way or another is essential to the success of the community. Please be prepared to make your contribution when asked.

If needed, the current list of the Board of Directors members can be obtained by contacting the Property Manager.

- (ii) It is intended that directors are elected for one year terms, as specified in the By-laws of the Corporation, at the Annual General Meeting of members. Directors elect from among themselves a President, Secretary, and Treasurer. The Board administers the affairs of the Corporation on behalf of all owners.
- (iii) Committees may be established by the Board of Directors for other purposes as required.

2.3 Meetings of Members

- (i) At least one meeting - the Annual General Meeting- must be convened during each fiscal year. Other meetings may be called by the Board or upon petition of the owners any time during the year to deal with matters affecting the members generally, e.g., budgetary changes, special assessments, rules, etc.
- (ii) The Annual General Meeting is normally held in May each year for the election of Directors, receipt of the auditor's report, reports of officers and committees, etc. If at all possible, Owners are strongly urged to attend all meetings as they are the best means to become informed and involved with the business affairs of your Corporation.

2.4 Property Manager

- (i) The Property Manager is contracted by the Corporation to carry out the instruction and directives of the Board of Directors with respect to: all maintenance, repair, replacement and operation of the common elements; the accounting and financial functions of the Corporation; and, the administration of the records of the Corporation.
- (ii) A current list of key people involved with managing this Corporation can be found at the website www.440central.ca.

2.5 Finance

- (i) The Fiscal Year of the Corporation is January 1 through December 31. An annual Budget is prepared by the Property Manager for Board of Directors review and approval. The Budget is subsequently presented to the Owners for their information.
- (ii) Each unit is assessed a monthly common element fee based on a budget prepared by the Property Manager and upon the direction of the Board of Directors. The fee is intended to cover the operating costs and the annual contribution to the Reserve Fund for major repairs and replacements.

Condominium Fees are payable by cheque, made out to “**Middlesex Condominium Corporation No. 83**”, no later than the first day of the month. These cheques need to be delivered to the Property Manager. Address can be found at www.440central.ca.

Alternatively, owners may authorize the Property Manager to transfer funds from the owners bank account to MCC # 83.

- (iii) An administrative charge is levied for late payment of condominium fees. Please note, the Property Manager is authorized to register a lien for any outstanding amount, together with costs, against any unit in arrears.

2.6 Insurance

- (i) A copy of a Certificate of Insurance, issued annually by the Corporation’s insurer, confirming the building is insured by a standard all risk condominium policy on a replacement cost basis. **The Owner bears the responsibility for insuring any improvements to, and the contents of, the Owner’s unit.**
- (ii) **The Corporation’s insurance policy protects unit Owners from any liability arising out of their interest in the common elements.**

The policy does not provide liability coverage for individual units or of individual actions either on or off the premises.

- (iii) For adequate protection, the Board of Directors recommends that a condominium unit Owner/resident purchase a package policy that includes coverage for the personal possessions, personal liability, and additional costs not covered by the Corporation’s insurance policy.
- (iv) No Owner shall do (or permit anything to be done in) the Owner’s unit which will in any way increase:
 - Increase the risk of fire or
 - Increase the rate of fire insurance on any building or on property kept therein or
 - obstruct or interfere with the rights of other Owners or
 - cause damage to units below the Owner’s unit, or
 - in any way injure or annoy them or conflict with the laws relating to:
 - fire or

- o with the regulations of the Fire Department or
 - o with any insurance policy carried by the Corporation or any Owner or
 - o conflict with any of the Rules and ordinances of the Board of Health or with any statute or municipal bylaw.
- (v) No Owner or Tenant shall burn any items or rubbish on any part of the common elements, whether in his/her exclusive use or otherwise.
- (vi) No stores of any combustible goods, provisions or materials shall be kept on the property.
- (vii) No Owner or Tenant will dispose into the common area drains, both in the laundry rooms or parking deck, any type of liquid chemical substance or caustic liquids.
- (viii) No Owner or Tenant will dispose of any type cooking oil, motor oil, or transmission oil onto any parts of the common areas

2.7 Common Elements

- (i) The Act states that "common elements means all of the property except the units," but we can consider them as anything and everything on the outside of the unit boundaries as outlined in Schedule "C" of the Declaration.
- (ii) It is the responsibility of the Corporation, through the Board and the Property Manager, to maintain and repair the common elements as well as the exterior portions of the units and buildings.
- (iii) It is the responsibility of the unit owners to make no changes or additions to the common elements, i.e., not to affect the common elements in any manner without the prior approval of the Board of Directors. It should be noted that any change or addition to the common elements becomes a part of the common elements and, therefore, belongs to the Corporation and therefore the Corporation becomes responsible for its maintenance and repair.

2.8 Damage to Common Elements

- (i) In those cases of damage to common elements, where, in the opinion of the Board, damage was caused by negligence, willful disregard or malicious intent on the part of the Owner, resident/tenant or their guest(s), or hired persons, the Board will authorize the necessary repairs to the common elements and initiate action for cost recovery from the responsible person(s).
- (ii) All residents have a responsibility to report any defects in the common elements (e.g., burst of pipes in their unit, burned or damaged receptacles), by phone, directly to the Property Manager, as soon as feasible upon notice of defect or damage.

- (iii) **Activities Room:** Bathrooms shall not be used for purposes other than for those for which they are constructed. No sweepings, garbage, rubbish, rags, ashes, or other substances shall be thrown into toilets or sinks. Water shall not be left running unless in actual use. Any damage resulting from misuse or from unusual or unreasonable use shall be borne by the Owner who, or whose family, guests, visitors, service workers, or agents caused it.
- (iv) Any loss, cost or damages incurred by the corporation by reason of negligence, deliberate action or for a breach of Rules by any Owner, his/her family, guests, servants, agents, or occupants shall be borne by the Owner and may be recovered by the Corporation against the Owner in the same manner as common expenses.
- (v) Owners are responsible for violations they personally commit as well as those of their family, tenants, and guests. This includes any costs to replace common area elements that have been damaged.
- (vi) Such expenses shall include the deductible portion of the insurance held by the Corporation. Other than painting and/or decorating, all repairs to plumbing, electrical and structural wall systems shall be subject to repair by a professional tradesperson.

Considerable expense and effort have made our property pleasant and attractive. The common elements are meant to be shared, but we all expect privacy and the right to enjoy our residency in peace, quiet, and relative security. Owners and tenants may have guests, and they may entertain, but exuberant, excessive enjoyment cannot be permitted to disturb neighbors and others within the complex. Disturbances are governed as per City of London Sound by-law PW-12.

2.9 Interference, Code of Conduct

An Owner or tenant shall not obstruct or interfere with the rights of other Owners or tenants, or any individual authorized by the Board to be in the building or in any way injure or annoy them.

2.10 Leasing Units

Should you wish to lease your unit, you must comply with the Declaration, Section 7 (2) Requirements for Leasing and Landlord and Tenant Act (Ontario). You and your tenant(s) must sign a form and your tenant(s) must be provided with a copy of this manual. Copies of the form and the manual can be obtained at cost from the Property Manager.

To foster a stable and pleasant residential community, the leasing of units by their Owners shall be restricted as provided in this section.

The **Form – Requirements for Leasing** (Appendix D and Appendix E) must be properly completed and filed with the Property Manager in advance of the occupancy by any tenant and/or subtenant;

- (a) **The unit Owner bears the ultimate responsibility for the Tenant's actions.** The Owner will deliver to the Corporation a written and signed agreement to the effect that such Tenant covenants and agrees that his/her household members and guests will comply with the Condominium Act, Declaration, By-laws, and all Rules of the Corporation. Without such agreement, the Corporation will not provide consent. The owner must inform their tenant of all information shared with owners and tenants by the Property Manager in a timely manner once communication has been received by the Owner.
- (b) No leases will be approved for a period of less than six months, as transient tenancy is not allowed. **All leases are approved in advance by the Property Manager.** Short term rentals are not permitted in the building. Examples of short term rentals include: AirBnB, VRBO, etc.
- (c) **Consent to leasing a unit will not be granted under the following conditions:**
- (i) The unit Owner is delinquent (in arrears) in the payment of assessments at the time of application.
 - (ii) The unit Owner has a history of leasing his/her unit to lessees who do not comply with the rules and By-laws and/or refusing to control or accept responsibility for the actions of those persons occupying such units.
 - (iii) The Application, on its face, indicates that the person seeking approval intends to conduct themselves in a manner inconsistent with the covenants and restrictions applicable to the condominium.
 - (iv) The prospective lessee has a history of conduct, which evidences disregard for the rights and properties of others.
 - (v) The prospective lessee evidences a strong probability of financial irresponsibility.
 - (vi) The prospective lessee, during previous occupancy, has evidenced an attitude of disregard for the Corporation Rules.
 - (vii) The Owner fails to give proper notice to the Board of Directors of his/her intention to lease such a unit.
- (d) Owners leasing their units or renewing a lease shall, within 30 days of starting date of the lease or the renewal:
- (i) Notify the Property Manager that the unit has been leased;
 - (ii) Provide the Property Manager with the lessee's name and a copy of the lease/renewal or a summary of it in the form prescribed by the Residential Tenancies Act, 2006, Chapter 17 (replaced by the Tenants Protections Act). Any Owner who rents, leases, or sub-lets their Unit shall inform the Property Manager of the Owner's address and telephone number(s) at which they may be contacted and shall keep such information current, including such time as the Owner may travel or otherwise be absent from his normal address.

(iii) Ascertain which vehicles, if any, a tenant and/or subtenant may register and shall make arrangements personally for such registration with the Property Manager before occupancy or during occupancy, whichever is applicable.

(iv) Provide the lessee with a copy of the Declaration, By-laws, and the Condo Rules Handbook. The Owner must notify the Property Manager if a lease is terminated or not renewed, and the Property Manager is required to maintain a record of notices that it receives.

- (e) All of the provisions of the condominium documents and Rules shall be enforceable against any person occupying a unit as a lessee or guest to the same extent as the Owner.
- (f) Each lease or rental agreement must contain a covenant to abide by the Rules of the Corporations and the provisions of the condominium documents. If the Property Manager initiates proceedings against the Owner for any such breach of a covenant or non-compliance to the Rules by the Owner's tenants, or their guests, all costs of such proceedings will be borne by the Owner.
- (g) If an Owner who rents, leases, or sub-lets their Unit chooses to assign their responsibilities as a landlord to another agent, they shall inform the Property Manager and provide a copy of the "power-of-attorney" assigned to such agent. Any agent accepting the role of landlord for an Owner shall assume and accept all the responsibilities assigned to an Owner described in the Act, the Declaration, the By-laws, and the Rules and Regulations of this Corporation.
- (h) The Owner shall provide promptly to their tenant and/or all sub-tenants of their Unit all information related to the Rules and Regulations or changes to those Rules and Regulations as may be sent to the Owner from time to time.
- (i) It is agreed and understood by all parties to any agreement to rent, lease, and/or sub-let that failure to comply with any aspect of these terms and conditions and/or the Rules and Regulations may result in a written demand by the Board of Directors to the Owner to evict his tenant and/or sub-tenant Any such demand shall be effected within thirty (30) days of the date of that demand.
- (j) Periodically, the Board will request updated information from Owners and tenants. This is to ensure security and emergency contact information. It is expected that requests for updated information be completed and filed within 30 days of the request being received.

2.11 Request For Maintenance Or Repair

- (i) Owners/Tenants to Manager: Telephone the office of the Property Manager during normal business hours or reach out to the Building Manager and follow up with a written request. Keep a copy for your files. Requests will be dealt with as soon as approval for your request has been received.

- (ii) Owners to Board: Whenever you have need for maintenance or repair, send a note, keeping a duplicate copy, to the Property Manager or the Building Manager. The Corporation mailbox slot is located in the door to the 7th floor lounge. You will receive an answer to your request in due course.

- (iii) As a resident in the building, the types of issues to watch out for include: heating in building, hot water issues, unusual mechanical noises, unusual plumbing noises, any electrical issue, damage to common elements, technical issues with electronics in common areas, unwanted people in the building, unusual activity in the parking lot, etc.

Current contact telephone number for the Property Manager:

Kathryn Armstrong, RCM (Registered Condominium Manager), Senior Property Manager
kathryn@vpmlondon.com

Village Property Management (London) Inc.
www.vpmlondon.com
141 Wortley Road, Unit #5, London, ON. N6C 3P4

Toll Free: 1-800-720-1720
Office: 519-439-2227
Fax: 519-439-4285

Current contact telephone number for the Building Manager:

Tony Hamilton
Phone: 647-500-8669
Email: 440centralcondoboard@gmail.com

2.12 Request For Official Document(s)

For any official request for documents, for the sake of consistency and process, this will be handled by the Property Manager. After receiving an official request, the Property Manager will send the requested documents via email to the requester. If for whatever reason, a resident cannot receive emails from the Property Manager, then a hard copy will be mailed out and the cost of print and postage will be charged to the owner of the unit. Types of documents include, but are not limited to, by-laws, rules, AGM minutes, etc.

3 Safety and Security

3.1 Fire Safety

FIRE SAFETY PLAN & YEARLY SMOKE DETECTOR CHECK

Annually, a fire inspection will be scheduled to check the smoke detectors in each unit. During fire inspection, residents must allow the fire inspectors access to the fire alarms. The Building Manager or Property Manager will join in case access is needed.

Monthly, the fire alarms and emergency lights are to be tested as well.

ABSOLUTELY NO SMOKING IS ALLOWED IN THE COMMON AREAS OF THE BUILDING. INCLUDING BUT NOT LIMITED TO THE CORRIDORS, STAIRWELLS, and PATIO.

Sections A, B, and C of the Fire Safety Plan follow. Each resident should be familiar with these procedures.

SECTION A

INSTRUCTION TO OCCUPANTS ON FIRE PROCEDURES

IN THE EVENT OF FIRE AND YOU ARE NOT IN YOUR ROOM, OCCUPANTS WILL:

- Leave the fire area, take your key.
- Close all doors behind you.
- Telephone the London Fire Department, 911. **Never assume that this has been done.**
 - Know and give the correct address of the building and the location of fire in the building. The address is: **440 Central Avenue, London.**
- Activate the fire alarm, use the pull station.
- Use exit stairwells to leave the building immediately.

DO NOT RETURN UNTIL IT IS DECLARED SAFE TO DO SO BY A FIRE OFFICIAL

IF YOU ARE IN A ROOM AND A FIRE ALARM IS HEARD:

- Before opening the door, feel the door and door knob for heat. If the door does not feel hot, brace yourself against the door and open it slightly. If you feel air pressure or a hot draft, close the door quickly.
- If you find no fire or smoke in the corridor, take the room key, close the door behind you and leave by the nearest exit stairwell.
- If you encounter smoke in the corridor or stairwell, consider an alternate exit or return to your room.

IF YOU CANNOT LEAVE YOUR ROOM OR HAVE RETURNED TO IT BECAUSE OF FIRE OR HEAVY SMOKE, REMAIN IN YOUR ROOM AND:

- Close the door.
- Unlock the door for possible entry of a firefighter.
- Dial 911 and tell the London Fire Department.
- Signal to firefighters by waving a sheet out the window.
- Seal all cracks where smoke can get in by using wet towels or sheets to seal mail slots, transoms, and central air conditioning outlets if necessary. A roll of wide, strong masking tape is useful.
- Crouch low to the floor if smoke enters the room.

- Move to the most protected part of your room and partially open the window for air. Close the window if smoke comes in.
- Wait to be rescued. Remain calm. Do not panic or jump.
- Listen for instructions or information that may be given by authorized personnel over loudspeaker.

SECTION B

FIRE EXTINGUISHMENT. CONTROL OR CONFINEMENT

In the event a small fire cannot be extinguished with the use of a portable fire extinguisher or the smoke presents a hazard to the operation, then the door to the area should be closed to confine and contain the fire. Leave the fire area, ensure the fire department has been notified and wait for the fire department.

SECTION C

FIRE HAZARDS

In order to avoid fire hazards in the building, occupants are advised to:

- Not put burning materials such as cigarettes and ashes into garbage cans.
- Not dispose of flammable liquids or aerosol cans in garbage cans.
- Never force cartons, coat hangers, bundles of paper into garbage chutes because they may become blocked.
- Not to use unsafe electrical appliances, frayed extension cords, overloaded outlets, or lamp wire for permanent wiring.
- Avoid careless smoking, use ashtrays. Never smoke in bed.
- Do not leave articles such as shoes, clothes, mats, etc. in the building halls, corridors or stairways.

In general, occupants are advised to:

- Know where the alarm pull stations and exits are located.
- Call your local fire department immediately whenever you need assistance.
- Know the correct building address.
- Notify the Property Manager if special assistance is required for disabled persons in the event of an emergency.

Note: A copy of Sections A, B, and C within the FIRE SAFETY PLAN must be given to each occupant.

3.2 Security

All Owners and tenants, guests, and visitors, share the responsibility for ensuring effective security within the premises. These responsibilities are:

- (i) Observe the Rules.

Every resident and guest are expected to comply with the Act, Declaration, By-laws and Rules. In turn, you are entitled to expect compliance by all other persons. Please ensure that residents of your unit, tenants, service workers/caregivers, and your guests understand and observe these rules.

(ii) Report Suspicious Situations

- Ask strangers if they need help, ensuring your own safety.
- Assist any legitimate residents and guests.
- **In case of any doubt, or suspicious situations, immediately call the police.**

(iii) Call the Police.

In cases of theft, assault, trespass, misuse of facilities, or other illegal acts you may observe or experience.

(iv) Do Not Open Door/Provide Entry for Persons Unknown (including delivery persons, caregivers or tradespersons)

- Residents have building entry fobs.
- Guests and visitors should obtain admission to the building by means of the voice console at the main entrance.
- Both lobby and stairwell doors must always be kept closed and locked except during ingress or egress. Lobby doors should never be propped open.
- Fire doors at the end of the hallways must be kept always closed.
- Unit entry doors should always be kept closed, and the Board recommends they be locked.
- Residents should not leave unit doors propped open when moving in or out, or for trades people.

(v) In Case of Fire Sound the Alarm

- Call the Fire Department 911, and/or activate the pull box located on each floor. Please familiarize yourself with the location of fire exits and pull stations, fire extinguishers, etc.

(vi) Security Cameras (interior and exterior) are monitored regularly by the Board and Property Manager to identify issues, to see persons involved and to resolve issues; recordings are made available to police or insurers as required.

(vii) Security cameras are placed around the entirety of the parking lot including the entrance/exit. There are also cameras placed in the 7th floor common room and on the patio. If issues arise, the Board reserves the right to use footage where instances of damage or misconduct occur. Fines for damage or issues will be issued to the Owner/tenant.

- (viii) Access to units and changing of locks: in the case of an emergency or fire inspection, service workers and/or management must be able to access any units as needed. Therefore, the locks on the unit doors are not to be changed. If locks have been changed to not match the building's master key, then that lock must get keyed so that the master key will work. No locks shall be added to any unit that cannot be accessed via the building's master key without approval from the Board.

3.3 Emergency Contacts

- (i) The first course of action in any serious emergency is to contact emergency services via 911.
- (ii) If there is a non-emergency, but immediate action is required (i.e. leaking water, broken access, etc.), then contacting the Property Manager or current sitting Building Manager.

3.4 Controlled Access - Telephone Entry System (Voice Console)

- (i) When you move in and your phone is installed, you must give your telephone number (unit landline or cell phone) to the Property Manager. You will be assigned a code number that will be listed on the directory board / telephone entry system (voice console) at the front entrance. No unit number is shown for security reasons. It can be tied to a cell phone or a landline; only ONE phone number can be aligned per code on the voice console. If extra codes or lines are needed, you will need to request this from the Property Manager.
- (ii) To allow entry:
- When a visitor enters your code number at the console, it will ring the phone in your unit or the assigned cell phone. You then have the option of:
 - inform the caller of the number of your unit and admit them by pressing "6" on your telephone before hanging up, or
 - declining entry, or
 - hang up to refuse entry without speaking.
- (iii) If you are experiencing any difficulties operating this system, please contact the Property Manager.
- (iv) Each unit will be assigned fob access. There are two types of fobs: a key ring fob and a sticker disc fob for adhering to cell phones or other on-person items. For the sticker disc fobs, if adhering to a cell phone, it's recommended to adhere to the back and bottom to avoid other tap-based technologies.

- (v) If a fob is misplaced or a new fob is needed, you will need to reach out to the Property Manager. Misplaced fobs need to be decommissioned for security purposes. New fobs will be distributed with a fee of \$25.

4 Facilities and Parking

4.1 Common Elements - Description and Use

- (a) Description of property jointly owned by all Owners within the condominium building can be divided into two categories:
- (i) *General* - Those amenities and areas within and around the building that are not restricted in terms of general access. (e.g., lobby, hallways, stairwells, common rooms)
 - (ii) *Restricted Facilities* - Amenities that have restricted access (e.g., Mechanical and Electrical rooms).
- (b) Use of the common elements is subject to the provisions of the Act, Declaration, By-laws and Rules.

4.2 Elevator Usage - Moving In and Out

- (i) **All residents moving in or out of the building must make arrangements with the Property Manager or/and the Building Manager at least 24 hours in advance of the move** to arrange for a suitable time for elevator use and the installation of the wall pads.
- The **Board** will post a “notice of disruption” in the elevator 24 hours in advance of the date the elevator is to be used for furniture moving.
 - Wall pads and floor mats must always be used in the elevator during the move in or out.
- If any substantial damage occurs as a result of moving, it is expected that the responsible person for the damage will assume the costs of the repairs for damages.
- (ii) The elevator booking must not be for more than four (4) hours maximum at any one time.
- (iii) Preferred booking times for elevator booking is on weekends due the shared use of the doctor’s office on the 7th floor.

4.3 Garbage / Waste Disposal / Chute Rooms

It is the Owner’s responsibility to follow rules related to garbage disposal and to ensure tenants follow them fully.

- (i) Garbage put down the garbage chutes must fit into SMALL bags, be securely and tied, and pushed fully into and fall freely within the chute. Absolutely no cardboard boxes are to be put down the chute due to the potential for blockage of the chute.
- (ii) Should items become stuck in the chute and / or disrupt or damage – repair costs will be charged to the owner.

- (iii) Large items or household items or large garbage bags MUST NOT be put into the chute as they block the chute. If large items need to be disposed of, residents can contact the sitting Building Manager to assist.
- (iv) For health and safety reasons, chute doors, and the doors to the chute rooms, must be closed tightly. Never leave anything on the floor in the chute rooms. The garbage chute shall not be used between 10:00 p.m. and 8:00 a.m. to reduce noise during the night.
- (v) No Owner, tenant, guest, or visitor shall leave refuse or garbage in or upon the common elements, even if the area is one which the Owner has the exclusive use.
- (vi) We as a building are committed to being as environmentally responsible as possible. 440 Central asks you to be good citizens and recycle as much as possible. Recycling containers are provided at the front of the building. Owners, tenants, guests or visitors are required to place their newspaper, paper, cardboard, cans, glass, plastic, etc. in the appropriate container.
- (vii) Household items **not** [accepted by City of London recycling programs](#) such as furniture, rugs, mattresses should either go into the provided garbage bin or left beside the recycle bins for disposal.
- (viii) All cardboard boxes must be broken down (and cut into smaller pieces as needed) and placed in the proper recycling container at the front of the building. Information for [acceptable items for recycling in London](#) is posted in the chute rooms, as well as on the recycle bins.
- (ix) Pet litter or poop bags must be double bagged prior to disposal in garbage.
- (x) Cat litter must always be double bagged prior to disposal directly into the garbage chute.

4.4 Laundry Rooms and Laundry Cards

- (i) The laundry rooms are located on the 2nd and 4th floors. These machines are shared amongst all tenants. Both washing machines and dryers are activated by inserting a prepaid laundry card and following the prompts.
- (ii) Laundry cards can be received and topped up from the Coin-a-Matic terminal located in the 7th floor lounge. Detailed instructions on how to use it are located on the terminal.
- (iii) If there are any issues with the machines or payment terminal, it is expected that tenants immediately inform the Property Manager.
- (iv) For the shared laundry rooms, it is expected that tenants will use and remove their laundry in a timely manner.
- (v) Usage time for the laundry rooms is between 8:00 AM and 10:00 PM. The last dryer load needs to be in the machines by 9:00 PM. It is to be understood by residents that these guidelines are to be adhered to as best as possible. If constant disregard for these usage times occur, then offending residents risk the possibility of financial fines.

4.5 Storage Units

- (i) The storage lockers are located on the 3rd, 5th and 6th floors. Each unit is assigned one storage locker. The unit in which each locker is assigned can be determined by the signs on each storage locker.
- (ii) If clarification as to which storage locker is intended for use for a specific unit, Owners or tenants should be advised that locker numbers are numbered by the suite numbers.
- (iii) Storage units are not supplied with locks. It is up to the current tenant of any given unit to supply their own lock.
- (iv) To access the storage lockers, Owners/tenants will need to use the external keys for the building to access the Storage Locker rooms on the 3rd, 5th and 6th floors.
- (v) No owner or tenant is to use any other locker but the one numbered to their unit. If any other locker other than the numbered locker is used, the lock will be removed and the contents disposed of.

4.6 Contracted Cleaning (Indoors)

- (i) The regular cleaning of the building is completed by a contracted company. It is their responsibility to ensure cleaning standards are being met. The contracted company is subject to review by the Board or the Property Manager at any time. This cleaning contract includes all common elements throughout the building (i.e. hallways, stairs, common rooms).
- (ii) Owners/tenants must refrain from contacting the cleaning contractors (and all contractors for that matter) for duty related requests. Requests or comments should be made directly to the Property Manager to ensure extra fees are not being charged for a la carte requests from residents.
- (iii) This contract does not include the parking lot. The parking lot is to be power swept on a per needed basis.

4.7 7th Floor Common Room and Patio

This room is for the use and pleasure of all Owners. For booked events, it can be reserved by submitting a completed application form to the Building Manager and providing a \$75.00 (refundable) damage / cleaning deposit (see Appendix B). Regardless of use, glass cups or bottles should not be used in the common room or patio.

- (i) **No Owner may arrange for a non-resident to have the use of the Activities Room for any reason unless authorized by the Board.**
- (ii) Any private party or event shall have no more than the number of people permitted by law (posted in room), including children, nor shall the party or event extend beyond 12:00 a.m.

- (iii) There shall be no music after 11:00 p.m., and the volume of music must be always controlled so that other residents are not disturbed.
- (iv) Smoking or vaping is prohibited on the roof. Our building is a smoke-free environment. Guests must be informed that smoking or vaping in any common areas such as lobbies, hallways, stairwells, garbage, etc. is strictly prohibited.
- (v) The use of the Activities Room will be restricted to uses that the Board deems acceptable. The Board reserves the right to refuse an individual permission to reserve the Activities Room, where in the opinion of the Board such refusal would be in the best interests of the Corporation.
- (vi) No notice or sign shall be placed in or around the front lobby announcing the party or event or advertising the method of entrance. It is the responsibility of the Owner or tenant **reserving the Lounge** to ensure the admittance of guests and escort them to the activities room.
- (vii) The Owner reserving the Activities Room is responsible for his/her guests and should be always present in the Activities Room during the period reserved. It is their responsibility to ensure that these Rules relating to use of the Activities Room are observed by all his/her guests. No smoking or vaping of any substance is allowed in this public space.
- (viii) Nothing shall be attached to the walls or ceiling of the Activities Room.
- (ix) Cleanup of the Activities Room for all areas used by guests is the responsibility of the Owner or tenant reserving it. If this is not done, any deposit paid will be forfeited to cover the cost of such cleanup.
- (x) The Owner reserving the activities room will ensure that neither they or their guests will not throw, toss, flick or catapult any object whatsoever over the railings of the patio. This area is under video surveillance and if any person violates this rule and it is viewed at a later time, the Owner will be fined whichever is greater of either \$100 or the cost of the damage caused for breaking this rule, even if the guilty party was the Owner's guest.
- (xi) If substantial damage is made to any of the common elements, then the cost to replace will be charged to the owner involved in the booking.

The common lounge on the 7th floor must be vacated by 12:00 A.M. (midnight).

The guest login information for the common Wi-Fi setup is located on a poster on the wall of the 7th floor common area.

4.8 Parking - General

- (i) Only one vehicle may be parked in an allocated parking space. A motorcycle may be parked in an assigned automobile parking space if it is the only vehicle using that space.
- (ii) Each unit includes the exclusive use of one parking space per resident of the unit. Parking space is provided for each unit on the surface parking lot at the building. If additional parking spaces are required, a request must be submitted and approved by the Board.
- (iii) Only private passenger automobiles, pickup trucks, station wagons, and vans are allowed to be parked or driven on the property without prior approval from the Board. All other vehicles or equipment, including camper vans, motor homes, trailers, boats, snowmobiles, and machinery, are prohibited unless approved by the Board.
- (iv) When selling their unit an Owner cannot designate a particular parking space to the prospective purchaser.
- (v) The designated user of a parking space is required to keep the space and vehicle generally clean and free of any condition likely to cause a nuisance, hazard, oil leaks, or fire liability. The user must promptly clean up oil and grease residues. Failure to do this cleanup will result in the cleanup being completed by the Property Manager or a delegate and the cost will be charged back to the vehicle's designated user.
- (vi) No vehicle may be parked except in the parking space. Each vehicle must not protrude beyond lined parking spaces, either in front, rear, or sides, thereby causing either a nuisance or hazard to adjoining user spaces or in any way creating a hazard or impending ingress or egress in the traffic lanes. No items (e.g. shopping cart) kept in the parking space are allowed to extend beyond space.
- (vii) Vehicles that are parked in such a manner as to block other vehicles or to interfere with the movement of traffic, will be towed away at the expense of the violator. This towing action also applies to any vehicle that is causing continued disturbances (i.e. a car alarm going off for an extended period of time with no resolution from the owner).
- (viii) The Board reserves the right to mark and assign specific parking spots for the purpose of commercial rental that will create a revenue stream for the building. Such spots will be clearly marked and parking will not be allowed in these spots for residents. For instance, the first 6 spots on the west side of the parking lot are marked as "Reserved" for the commercial unit on the 7th floor. Vehicles with standard, non-authorized decals are not permitted to park in these reserved spots. Failure to comply immediately will result in towing.

4.9 Parking - Passes

- (i) Parking Registrations must be completed and submitted to the Building Manager to receive a parking pass.
- (ii) Parking passes are color-coded: red for residents, yellow for visitors, and green for authorized parking (e.g., doctors and staff of the 7th-floor office).

- (iii) Parking passes are to be displayed in the front window of your vehicle's lower corner on the passenger side. The parking passes can also be hung from the mirror. All costs associated with the towing and retrieval will be the responsibility of the vehicle owner.
- (iv) Kindly check to ensure your license number is correct before installing the tag. The license plate of the vehicle must match this decal and must be displayed at all times when parking at 440 Central Ave. Should there be an error on the license plate please contact the Building Manager immediately for a replacement tag.
- (v) Re-registration for lost decals will be at a cost of \$20.00 per decal.

4.10 Parking for Visitors and Vehicle Restrictions

- i. **Owners with visitors, caregivers, trades persons or service persons requiring parking will issue their guests a “Visitors Parking” permit to be fully visible on their dashboard.** The “Visitors Parking” dash permits are available from the Property Manager. **Vehicles parked in these spaces, without one of the permits visible on their dashboard, will be warned (via a Parking Infraction notice); license numbers are recorded. Vehicles who continue to infringe may be towed at the Owner’s expense.**
- ii. Visitor Parking permits are provided as a convenience to Owners’ families, guests, caregivers, trades people and service personnel. At times usage is very heavy. Any parking need for greater than 3 consecutive days requires Board approval.
- iii. Vehicles loading or unloading furniture, appliances, or picking up residents, are permitted to park in front of the main entrance for the required period only. They may not remain parked there after unloading or loading has been completed. All heavy vehicles are only to park in the area designated by the Property Manager or Building Manager. Heavy vehicles are not permitted beyond the northwest entrance as the parking lot is above a parking garage and heavy vehicles risk potential damage to the structure.

4.11 Vehicle Repairs and Servicing

- i. No repairs or adjustments to motor vehicles or automobiles may be carried out on the common elements. Exceptions to this would include minor jobs such as changing of tires. Major repairs to vehicles are not to be conducted on the property (except of an emergency nature). In accordance with [city bylaw](#), and for health, environmental, and nuisance reasons, motor vehicles are not to be left idling anywhere on the property.

5 Communications

The communications for the building will be available in multiple locations. Any immediate service interruptions will be sent via email and posted throughout the building.

General information about processes, notices, policies, and rules can be found on the building's website or in a shared rules book that is located in the 7th floor common area. This book is not to be removed from the 7th floor common area.

New policies and seasonal newsletters will be posted on the website as well as on information boards throughout the building (7th floor common room and laundry rooms).

All communications that are distributed throughout the building must be approved by the Board or Property Manager.

There is a mailbox located in the 7th floor common area. This mailbox can be used for submitting forms or suggestions for the Board. This mailbox will be checked once per week. Any forms with timely expectations should be sent directly to the Property Manager ideally via email to ensure it arrives. The Board will do their best to check the physical mailbox, but they cannot always guarantee immediate reception of documents.

For suggestions for the building, residents can submit suggestions by sending emails to **suggestions.440central@gmail.com** or submitted via the contact form on the website: **www.440central.ca**

6 In-Unit Expectations

6.1 Visitors

- (i) Entry to 440 Central Ave residences by all visitors will be through the front entrance, utilizing the telephone entry system (voice console), unless accompanied by the resident they are visiting.
- (ii) Use of common elements is restricted to ingress and egress from a unit unless an Owner or lessee accompanies them.
- (iii) Entrance fobs are the sole responsibility of the Owner (or tenant). Any use by other parties falls to the Owner in the event of loss, damages, safety risk, or improper activity as noted under Common Area use.
- (iv) Disturbance, noise, or violation of the condominium Rules by visitors will not be allowed. Concerns about noise should be initially directed to the Owner or Tenant by the complainant, not by calling Board members.
- (v) If you wish to purchase additional fobs the cost is \$25 and the VPM Property Manager will charge you. If you are a tenant the request for a new fob will need to be made to the owner of the unit

All actions by the guests are the responsibility of the resident or Owner.

6.2 Noise and Quiet Hours

- (i) No Owner or tenant shall create or permit the creation of or continuation of any undue noise or nuisance that disturbs the comfort or quiet enjoyment of the property by other Owners or tenants.
- (ii) Owners must acknowledge and accept that shared walls, ceilings, and hallways may result in noise that may not be avoided.
- (iii) Should an owner have a concern about a neighbour's activities (Owner or tenant), the complainant is expected to address this concern respectfully and directly with the neighbour first to share the concern and ask for resolution. Should the first discussion not result in resolution, speak to the neighbour again and then please direct concerns to the Property Manager. The Property Manager will direct issues as relevant to the Board. The Board's role is not to intervene between neighbours – the Board's role is to address issues related to the functioning of the building and policies guiding our community. The Property Manager reinforces policies.
- (iv) Though it is understood that noise to some degree is expected in a shared wall condominium, there are quiet hours in place that aim to benefit the general majority. These quiet hours are from 11:00 PM to 9:00 AM. This means loud noise (music, televisions, vacuums, drilling) should be avoided as much as possible. Owners must acknowledge that this is not always achievable. However, continued excessive noise can be reported to the Property Manager who will then inform the Owner/tenant of the unit that a complaint has been made.

6.3 Odours

- (i) Any odours that are deemed egregious are to be reported to the Property Manager. These overwhelming scents include but are not limited to cigarette smoke, marijuana, pet urine, etc.
- (ii) In the instance where a resident has overwhelming odours originating from their unit, a formal request will be made to remove the cause of the scent within 7 days of the notice being received.
- (iii) Any resident who does not remove the cause of a reported odour will be subject to financial fines.

6.4 In-Unit Laundry Equipment

- (i) The use of portable washing machines or any type of machines that are related to the task of washing or drying clothes is strictly forbidden in the building due to the risk of flooding that could arise, the undue stress on the plumbing throughout the building, as well as the high electrical consumption from dryers. There are two laundry rooms, on the 2nd & 4th floor for performing laundry related activities. The building has a history of flooding that needs to be avoided at all costs. There is medical equipment present in the medical building below the 440 units that are very expensive. Insurance for standard

property and possession coverage may not cover damage to this equipment. Due to this and other reasons, it is imperative that in-unit washing machines not be used.

- (ii) The washer and dryer machines in the laundry rooms are operated with the use of a Coin-a-Matic laundry card. If you wish to obtain or put money on your laundry card the machine for doing so is located in the 7th floor lounge

6.5 Smoking and Vaping

- (i) **This is a smoke-free environment**, and no smoking (cigarettes, cigar or pipe or cannabis) or vaping is allowed in any public or [common areas such as lobbies](#), under entry canopy, hallways, stairwells, activity room, patio, etc.

6.6 Maintenance

- (i) Each unit Owner shall be responsible for the care and maintenance of their unit. Owners shall not overload existing electrical circuits. The use of the utilities shall be done in a prudent manner.
- (ii) Maintenance that takes longer than a couple days and will involve power tools or actions that create excessive noise should be reported to the Property Manager beforehand with an estimated timeline for project completion.

6.7 Alterations to Units

- (i) All alterations (including improvements) to units, except for painting and decorating, must meet the requirements of the Building Code, and have the written consent of the Board of Directors or Property Manager before alterations are made. All work must be carried out by licensed tradespeople. A 24-hour prior notification to the Building Manager and/or Board is required to inform Owners of the potential for noise.
- (ii) Work on units (noisy renovations, drilling, hammering, etc.) must not begin before 8:00 a.m. or continue after 6:00 p.m. All work is to be done considering the potential impact on neighbours and all residents of the building. If such work can be heard in the hallways please advise the Building Manager so notices can be posted on your floor and adjacent floors.
- (iii) The Owner is responsible for returning the common elements, elevator, etc. to a clean and tidy condition. Construction and building material debris must be removed from the property. Debris should not be left anywhere on the premises, including hallways, lobby, stairwells or parking lot. Owners will be charged for the cost of removal. Removal of elevator protective pads will be removed by the Building Manager at their earliest convenience.

- (iv) Blueprints for the building are kept onsite, if any alterations require referencing these blueprints, they will be available for viewing by licensed contractors only & may not leave the site.

6.8 Signs and Notices

- (i) 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.
- (ii) The exception is ordinary signs offering a unit for sale with dimensions not exceeding two feet, located so as not to damage any part of the common elements.
- (iii) No canvassing and/or distribution of leaflets is allowed in the building except that provided for in legislation, from the Property Manager or the Board.

6.9 Unit Heating and Air Conditioning

- (i) Units are heated by a hot water system radiators via two boilers located on the roof. Heat is controlled in each unit via a numbered dial located under the access door on the heater.
- (ii) Air conditioner units, also known as “through the wall air conditioners” are the only type units to be used in the “sleeves” protruding through the wall. Designed to span from the inside wall to the exterior wall, when properly installed they will create an airtight seal and unlike a regular air conditioner, once installed, they never need to be removed except for servicing or repair. The air conditioner in each unit is the responsibility of the owner of each unit.
- (iii) Due to safety reasons these air conditioners can only be serviced or installed by a qualified professional installer. Regular window air conditioners are banned.

6.10 Pets

Other than a "guide dog" as defined by the Blind Persons Rights Act, the following rules and regulations apply to pets within the condominium:

- (i) **Registration:** All pet owners are required to register their pets with the condo association. This registration helps maintain awareness of the pets residing in the building and facilitates enforcement of rules, restrictions, and emergency protocols.
- (ii) **Nuisance:** Pets are subject to noise guidelines. Any pet that is deemed to be a continued nuisance and causes interference with the use and peaceful enjoyment of other residents, as determined by the Board based on complaints regarding noise, cleanliness, safety, or

health hazards, must be removed from the property by the owner within two weeks' prior written notice. If the owner refuses, Animal Control may be contacted for intervention.

- (iii) Types of pets: Only domestic pets are permitted in the condominium. Domestic pets include a maximum of two caged birds, aquarium fish, or a combination of two domestic cats or dogs. Exotic pets, livestock, or poultry are strictly prohibited from being kept in the building or on the property. Additionally, no dogs considered to be "attack dogs" are allowed in any unit or common areas, as determined by the Board or property manager in their sole discretion.
- (iv) Control of pets on common elements: Pets must always remain under complete control when in elevators and common areas.
- (v) Leashing: All pets, including cats, must be carried, caged, or kept on a short leash at all times when in common areas.
- (vi) Breeding: Breeding of animals is prohibited in or around any unit or common areas.
- (vii) Vaccinations: Within 30 days of moving in, pet owners must provide proof of current rabies vaccinations for their pets.
- (viii) Prohibition on leaving pets unattended: Pets are not allowed to be left unattended on the patio or exclusive-use common elements.
- (ix) Pet waste: Pet owners are responsible for promptly removing their pet's feces from the common elements. Dog waste, refuse, or poop bags must be properly bagged and disposed of in designated dog poop stations. Cat litter should be double bagged and disposed of directly into the garbage chute.
- (x) Liability: The owner of any pet causing damage is liable for any clean-up, waste removal, or repair costs incurred by the condominium corporation.
- (xi) Enforcement: Failure to comply with the pet policy may result in fines and the removal of the pet from the premises.

7 Miscellaneous Rules and Restrictions

- (i) No roller blades, scooters, skateboards, or bicycles (or similar recreational items, motorized or not) are allowed to be used in the building at any time, except to take a bicycle to or from. Roller blades, scooters and skateboards are not to be used anywhere on the grounds of the property.
- (ii) Use of drones inside and around the building are prohibited unless approved by the Board.

- (iii) Smoke detectors are installed in every unit and in common areas of the building. They should not be removed, unplugged nor the batteries (if equipped) removed for any reason. Tampering with such devices is a serious violation of the Fire Code and will result in a fine to the unit or owner.
- (iv) For security reasons, all deliveries, caregivers, or service persons must use the voice console (telephone entry system) to gain entry to a unit for purposes of delivering parcels or service calls. All service requirements are to be coordinated directly between the Owner and the service provider. Service persons, trades people or care providers must be provided (by the Owner/tenant) a parking pass to be always visible on their dash and to park in the parking lot. Failure to do so may result in the car being given notice of illegal parking.
- (v) The sidewalks, walkways, passage and driveways, shall not be obstructed or used for any other purpose than ingress to and egress from the units and parking areas within the common elements.
- (vi) Alcohol is not to be consumed in common areas with exception of the lounge as long as prior consent has been given by the Board. For instance, a function or gathering would be permitted as long as all parties are being respectful of the Rules and not disturbing other residents.
- (vii) No one shall harm, mutilate, destroy, alter or litter any of the landscaping work on the property, including grass, trees, common elements.
- (viii) No stores of coal or any combustible, inflammable or offensive goods, provisions, or materials shall be kept on any part of the common elements (i.e. barbeque propane) including storage lockers.
- (ix) No building or structure or tent shall be erected and no trailer either with or without living, sleeping or eating accommodation shall be placed, located, kept or maintained on the common elements.
- (x) No part of the common elements shall be used for the erection placing or maintenance of clothes lines, incinerators, garbage disposal equipment, recreation or athletic equipment or for the disposal of rubbish, garbage or waste and no barriers (which shall include hedges, gardens or other vegetation) shall be erected or grown which will in any way impede or restrict movement from one part of the common elements to another part of the common elements without the prior written consent of the Corporation; provided however that the Corporation may place garbage disposal equipment upon the common elements when the same is done in connection with a central garbage collection system.
- (xi) No television antenna, aerial, tower or picture and appurtenances thereof shall be erected on any part of the common elements except as provided in the Declaration.

- (xii) No changes including colour changes shall be made to the common elements, which include the exteriors of all buildings, storm doors, walkways and landscaping, without the prior written approval of the Corporation in accordance with the requirements of the Condominium Act of Ontario.
- (xiii) Residents and children of residents are not allowed to play in hallways, stairwells, front lobby, or other common elements.
- (xiv) Ontario Fire regulations require that all hallways must be clear at all times of any obstruction in case of fire. All articles such as shoes, boots, walkers or wheelchairs, grocery carts, floral arrangements, small tables or scatter /welcome mats are not permitted.
- (xv) No alteration to the entrance door of your unit may be made. Door or seasonal decorations should not hide unit numbers. Décor or seasonal decorations should not be attached to the light fixture.
- (xvi) The entrance door to your unit from the hallway must not be propped open, as this will nullify the pressurized ventilation system of the hallways.
- (xvii) No congregating, loitering or excessive noise in the corridors or parking lot is permitted.

8 System of Fines for Breaching Rules and Regulations

To promote adherence to the rules and maintain a well-functioning condominium community:

- (i) **Financial Penalties:** In the event of repeated violations of the rules within Middlesex Condominium Corporation MCC #83 (440 Central), a \$50.00 administrative fee will be charged for each subsequent complaint against a resident after the initial complaint pertaining to the same rule violation. This fee will be added to the owner's common elements account and collected alongside common fees. If common fees are not paid by direct deposit, it is the Owner's responsibility to ensure any additional fees are paid for.
- (ii) **Tenants:** It is the responsibility of the owner to address any issues with their tenants, and thus, the charges will be attributed to them.
- (iii) **Escalation Measures:** The Board reserves the right to incrementally increase the financial penalty if there is continued disregard for the rules, ensuring compliance within the building. If a rule is repeatedly broken by the same person, the penalty will be doubled for each separate instance where the rule is not followed (Example: the first offense is \$50, the second offense is \$100, the third offense is \$200, and so on).

This policy aims to foster a culture of respect and consideration among all owners and residents within the community while also controlling administrative costs and maintaining the overall functionality of the building.

9 Violence & Harassment Policy

Policy Summary:

Middlesex Condominium Corporation MCC 83 is committed to providing a safe environment free from violence and harassment for all residents, employees, visitors, and tenants. This policy prohibits workplace violence and harassment and establishes procedures for reporting and resolving incidents. The policy applies to all common areas of MCC-83, and all individuals within the premises are expected to adhere to the policy. In order to ensure clarity, examples of behaviors that constitute harassment and violence are provided below and in Appendix G of the Condo Rules document. In case of any incidents, the policy outlines the reporting procedures, investigation process, and potential corrective actions. Confidentiality will be maintained throughout the investigatory process.

Examples of Harassment:

Harassment may include, but is not limited to, the following behaviors:

1. Aggressive or threatening behavior, including verbal threats or abuse.
2. Spreading malicious rumors or gossip about an individual or a group.
3. Invading personal space (standing closer than arm's length) to someone.
4. Persistently criticizing, undermining, belittling, demeaning, or ridiculing someone.
5. Swearing at someone or using inappropriate language toward someone.
6. Damaging, hiding, or stealing someone's personal belongings or work equipment.
7. Using the Internet to harass, threaten, or maliciously embarrass someone.
8. Unwanted physical contact, including inappropriate touching or gestures.
9. Filming or taking pictures with malicious intent or without consent (e.g., for sexual gratification or to cause harm to one's reputation).

For the complete policy, including additional examples and detailed procedures, please refer to the Appendix G - "Middlesex Condominium Corporation MCC 83 - Violence & Harassment Policy".

VISITORS PARKING POLICY

- a) **Owners with visitors, caregivers or service persons requiring parking will issue their guests a “Yellow Visitors Parking” permit to be visible on their dashboard.** See below.
- b) There are a limited number of parking spots assigned exclusively for Owners’ guests in this building. Every attempt is made to monitor their use.
- c) Each tenant should have one visitor permit to be given to guests to display on the dash of their car or be hung on the mirror.
- d) **Vehicles parked in these spaces, without one of the permits visible on their dashboard, will be warned and will be towed at the Owner’s expense. License numbers are recorded.**
- e) Owners should not park in Visitor’s parking without permission of the Board.
- f) If there are multiple guests to a unit then the paper passes (see below) will be available in the lounge on the 7th floor beside the laundry card machine.

SAMPLE of Pass for the Dash

440 Central Ave
Middlesex Condominium Corporation #83

GUEST PARKING PERMIT

RESIDENT UNIT # you are visiting: _____

DATE OF ISSUE: _____

PLEASE DISPLAY THIS FULLY ON YOUR DASH. Failure to do so or to use this pass improperly will subject the vehicle to be ticketed at the owner’s expense. Improper use of Visitor Parking may result in the car being towed at the owner’s expense. License #s may be recorded.

This permit expires 12 hrs after DATE OF ISSUE

Application* to use Lounge – 7th floor

Resident's name:	Unit #:
Application Date:	
Date(s) Activity Room Requested:	Time:
	From: __ a.m./p.m. To: __ a.m./p.m. <i>Not to be used past 11 pm.</i>
Anticipated # of people to occupy the Room:	Maximum = 75 persons
Do you request signs on door to mark event private [] Yes [] No	
Conditions: I / We understand that....	
<i>In the event of an emergency, all persons will exit the Lounge, proceed down the stairs immediately outside the room, and continue down the stairs to the north exit door In case of fire, DO NOT use the Elevator.</i>	
<i>.. Smoking tobacco or vaping is not permitted anywhere in the building. Any persons wishing to smoke / vape must do so <u>outside</u> the building on the first floor, away from the entrance canopy.</i>	
<i>... no burning of candles is allowed in the Lounge.</i>	
<i>.. the Lounge will be left in excellent condition (as it was found) – all furnishings to be returned to their original locations. The cleaning of washrooms, floors, cleaning furniture and clearing up of dishes to be completed by the resident immediately following the event/activity.</i>	
<i>.. any breakage, loss, or damage to the Lounge or its furnishings / items found there and the expense and or replacement and /or clean up of the room will be the sole responsibility of the owner. Costs exceeding the deposit amount will be charged back to the owner.</i>	
Attached is a refundable deposit cheque for \$75.00 – payable to “MCC #83” [] Yes [] No	
I / We agree to abide by the above conditions. [] Yes [] No	
Owner / Resident's Signature:	
Date:	
Accepted by: (Building Manager / delegate)	
Deposit received: [] Yes [] No	Please put completed form in mailbox . located just inside door of the lounge
Date accepted:	keep 1 copy for your records & return other copy
Post event inspection notes:	

VEHICLE REGISTRATION

MIDDLESEX CONDOMINIUM CORPORATION NO. 83

NAME: _____

ADDRESS: 440 CENTRAL AVE. UNIT _____

TELEPHONE : HOME _____ WORK _____

VEHICLE

MAKE _____ MODEL _____

LICENSE PLATE # _____

MIDDLESEX CONDOMINIUM CORPORATION NO.83

REQUIREMENTS FOR LEASING

Form 1

UNIT NO.

In accordance with the Declaration, Section 7 (2), the following is required to be executed.

“I, _____(tenant), covenant and agree that I, the members of my, household and my guests from time to time, will, in using the unit rented by me, and the common elements comply with the Declaration, By-laws, and Rules and Regulations of Middlesex Condominium Corporation No.83, during the term of my tenancy.”

Signature (tenant)

Signature (tenant)

MIDDLESEX CONDOMINIUM CORPORATION NO.83

REQUIREMENTS FOR LEASING

Form 2

UNIT NO.

In accordance with the Declaration, Section 7 (2), the following is required to be executed by the owner of a unit when leased

Lessee's name

Lessee's name

Owner's name

Owner's address

Owner's phone number

I, _____ (owner), have provided to the tenant, a copy of the rules and regulations of the corporation.

Signature of Owner

MAINTENANCE RESPONSIBILITY TABLE

ITEM	<i>Responsibility</i>	
	<i>Condo Corporation</i>	<i>Unit Owner</i>
Exterior Painted Surfaces	X	X
Glass Repair		X
Screen Repair		X
Roof Repair	X	
Plumbing Repair - Exterior	X	
Plumbing Repair - Interior		X
Exterior Light Bulb Replacement	X	
Grass Cutting/Snow Removal	X	
Interior Unit Painting		X
Interior Building Painting	X	
Kitchen Cupboards		X
Kitchen Countertop		X
Interior Light Fixtures		X
Exterior Light Fixtures	X	
Walkway Repairs on Common Element	X	
Parking Lots	X	
Landscape Planting -Common Elements	X	
Air Conditioner		X
Floor Covering Common Area	X	

Middlesex Condominium Corporation MCC 83 Violence & Harassment Policy

1. PURPOSE

To ensure that all internal stakeholders of Middlesex Condominium Corporation MCC 83, employees, visitors, tenants, owners and other individuals attending Middlesex Condominium Corporation MCC 83 are afforded the highest possible levels of personal safety and protection from violence and harassment and to be in compliance with all legislative requirements.

2. POLICY

Middlesex Condominium Corporation MCC 83 is committed to preventing violence and harassment in accordance with Bill 168, of the Occupational Health and Safety Act (Violence and Harassment in the Workplace) 2009.

Though this act was established for workplaces, the Board has determined that the principles of the act will be utilized in the building (this include owners, tenants, all employees, including managerial, supervisory, full-time and part-time). Therefore, any time the policy references “workplace” it can be considered to apply to this residential community.

This policy will also include all residents, employees & visitors of the building and it applies to all common areas of MCC-83.

This policy defines behavior that constitutes workplace and common area violence and harassment and explains procedures for reporting and resolving such incidents.

Middlesex Condominium Corporation MCC 83 is committed to providing a working and living environment free of violence and harassment by familiarizing all parties with the related terminology as well as their individual responsibilities for prevention and corrective action.

Owners & Tenants, all employees, including managerial, supervisory, full-time and part-time are included in this policy. Owners, tenants, Directors, visitors, contract workers and other individuals attending Middlesex Condominium Corporation MCC 83 premises are expected to conduct themselves in a manner consistent with this policy.

THIS POLICY GOVERNS EXPECTED BEHAVIOR THAT APPLIES TO ALL RESIDENTS AND VISITORS, NOT JUST EMPLOYEES AND CONTRACTORS.

In order to ensure that people in the building feel safe, it is encouraged that residents report any previous incidents that would be considered inappropriate based on the rules described in this policy. This will allow the Board to focus and prioritize our efforts where needed.

3. DEFINITIONS from Occupational Health & Safety Act

a) Workplace Harassment

Engaging in a course of vexatious comment or conduct against a worker, in a workplace, that is known or ought reasonably to be known to be unwelcome.

Types of Workplace Harassment (Employment & Social Development Canada: /examples of

harassment & violence)

- i. aggressive or threatening behavior, including verbal threats or abuse.
- ii. spreading malicious rumours or gossip about an individual or a group.
- iii. invading personal space (standing closer than arm's length) to someone.
- iv. persistently criticizing, undermining, belittling, demeaning or ridiculing someone.
- v. swearing at someone or using inappropriate language toward someone.
- vi. damaging, hiding or stealing someone's personal belongings or work equipment.
- vii. using the Internet to harass, threaten or maliciously embarrass someone.
- viii. sexual touching (for example, patting, pinching, caressing, kissing, fondling).
- ix. unnecessary physical contact, including inappropriate touching.
- x. unwanted gestures such hugging, leering.
- xi. filming or taking pictures with malicious intent or without consent eg. for sexual gratification, or post online to cause embarrassment or harm to one's reputation.
- xii. Continued actions of behavior after being advised that certain actions are unwelcomed.

b) Workplace Violence

Workplace violence occurs when a worker in the workplace is the victim of the exercise of physical force that causes or could cause physical injury. Violence could also include an attempt to exercise such force, or a statement or behavior that could be reasonably interpreted as a threat to exercise such force.

Types of Workplace Violence

- i. physical assault
- ii. shaking a fist in a workers face
- iii. spitting on someone
- iv. Employee to Employee (physical or verbal assault of an employee or former employee; includes harassment, stalking and bullying)
- v. Domestic Violence (personal relationship)

4. PROCEDURE

Middlesex Condominium Corporation MCC 83 will define workplace violence and harassment and establish clear and consistent procedures to assess risks, report, investigate and resolve incidents of violence and harassment in the workplace. All workplace parties and all residents are accountable for complying with the policy, program, measures, and procedures related to the Workplace Violence and Harassment Prevention Program.

5. PREVENTION PROGRAM

Roles and Responsibilities

a) Middlesex Condominium Corporation MCC 83

- i. Post a copy of the Workplace Violence and Harassment Prevention Policy in the workplace
- ii. Ensure compliance to policies and procedures by all residents, contractors,

including supervisors, workers, visitors.

- iii. Ensure the Workplace Violence and Harassment Prevention Program is reviewed at least once a year.
- iv. Investigate and take corrective action of reports or threats of violence and harassment in accordance with the defined reporting procedures outlined below.

b) Workers (applies to workers only & not residents)

- i. Mandatory participation in education and training programs
- ii. Review, understand, and comply with the Workplace Violence and Harassment Prevention Policy and Procedures
- iii. Immediately report to direct supervisor or members of the board or management for Middlesex Condominium Corporation MCC 83 incidents or injuries related workplace violence and harassment
- iv. Contribute to identifying workplace risks or potential violence

6. WORKPLACE VIOLENCE AND HARASSMENT REPORTING PROCEDURES

When an incident of violence or harassment is connected to the workplace, the following procedure must be used (worker could also be residents or visitors):

- a) Workers must report incidents of violence and harassment to their Supervisor, currently known as the Building Manager. If the worker's direct supervisor is involved in the act, then the worker will contact the Board of Directors or The Property Management Company.
- b) A written report of the incident must be provided by the claimant to the Supervisor or Property Manager or Board of Directors.
- c) Middlesex Condominium Corporation MCC 83 will investigate all reports of violence or harassment.
- d) Middlesex Condominium Corporation MCC 83 will make every attempt to preserve and protect the confidentiality of those involved. This may not be possible through the course of action necessary to resolve the incident.
- e) In no circumstance will any claimant who in good faith reports an incident of threats, intimidation or violence, or assists in its investigation be subjected to any form of retribution, retaliation or reprisal.

7. COMPLAINT PROCEDURE

a) Action

- i. Provide first aid as required and assist with accessing medical treatment.
- ii. The claimant shall document the allegations and secure any evidence.
- iii. The claimant would then submit any report to the Board or Property Management. In any situation where an incident occurs, the sooner the report is submitted by the claimant, the more likely the evidence can be properly gathered in order to ensure a satisfactory resolution.
- iv. The Board or Property Management shall document any witness statements to the incident.
- v. Advise the complainant of Middlesex Condominium Corporation MCC 83's

obligations to investigate, if it deems it necessary, incidents of workplace violence and harassment even if the complainant decides not to continue with the complaint.

b) Investigation

In most instances, Middlesex Condominium Corporation MCC 83 will appoint an investigator(s) who will be responsible for investigating the complaint. Middlesex Condominium Corporation MCC 83, in its sole discretion, may appoint an external investigator to investigate the complaint. Pending the results of the investigation, Middlesex Condominium Corporation MCC 83 may impose such interim measures as it deems necessary pending the outcome of the investigation.

Middlesex Condominium Corporation MCC 83 will advise the complainant and the respondent if an investigation has been initiated and the name(s) of the internal or external investigator(s).

The investigator(s) will conduct interviews with all relevant parties including any witnesses and review any relevant material to clarify the details of the reported incident(s). Both the complainant and respondent will be given full opportunity to present their cases.

The investigator(s) will, after completing the investigation, produce a final written report, which will be forwarded to Middlesex Condominium Corporation MCC 83. This report will include the investigator's findings of the facts and whether in his/her opinion workplace violence or harassment has occurred.

c) Corrective Action

If, after an investigation, the investigator(s) finds that a complaint is substantiated, Middlesex Condominium Corporation MCC 83 will determine what corrective action, if any, is to be taken.

Any of the following actions may be taken:

- i. Require the introduction of information or education sessions for the respondent(s) or a particular work group.
- ii. Require that the respondent(s) participate in a counseling process.
- iii. Impose discipline on the respondent(s), ranging from a letter of reprimand up to and including dismissal or FINANCIAL PENALTY.
- iv. Require a review and mediation of policies, procedures and of the practices for a particular work group.

Where a complaint of harassment or discrimination is substantiated, there will be a formal record of the action taken in the respondent's employee file if applicable. If this complaint is substantiated against an owner or tenant, then a record will be kept and penalties will be assessed. Further legal action against any parties involved may be taken, if warranted.

d) Malicious Complaints

If, as a result of an investigation, it is determined that an otherwise unfounded complaint was intended to be malicious, it will be considered a form of harassment and will be dealt with within accordance with this policy.

e) Results of the Investigation

Within 10 working days of the investigation being completed, the complainant who allegedly experienced the harassment and the alleged harasser, will be informed in writing of the results of the investigation and any corrective action taken or that will be taken by the investigator to address harassment.

8. Confidentiality

Middlesex Condominium Corporation MCC 83 understands that it may be difficult to come forward with the complaint of harassment or discrimination and recognizes a complainant's interest in keeping the matter confidential. To protect the interests of the complainant, the person complained against and any others who may report incidents of harassment and discrimination, confidentiality will be maintained throughout the investigatory process to the extent practicable and appropriate under the circumstances.

All records of complaints, including minutes of meetings, interviews, results of investigations and other relevant material will be kept confidential by Middlesex Condominium Corporation MCC 83 except to the extent the disclosure is necessary to conduct a full and fair investigation and to take remedial and/or disciplinary action in relation to the complaint, or as required by law.