

RULES

The following Rules have been passed by the Board of Directors (the "Board") on December 28, 2016

BE IT RESOLVED that the Corporation enact the following Rules respecting the use of the Common Element and the Units within 35 Chatfield Street and 1 Chamberlain Street, Ingersoll, ON (the "Development") to promote the safety, security or welfare of the Owners and to prevent unreasonable interference with the use and enjoyment of the Common Elements and of the Units.

The following Rules shall be observed by the owners and the term "Owner" shall include the Owner or any other person occupying a Unit with the Owner's approval:

Maintenance and Repairs to Units

In accordance with the Declaration applying to the Development, the Unit and the exterior of any dwelling or garage constructed thereon, together with all other areas appurtenant thereto, including any fences, balconies, decks, patios, or porches, shall not be painted, stained, or modified by an Owner or his representative in any manner without the prior written consent of the Board or the other Owners, as may be required under the provisions of the Declaration, which consent may be withheld on purely aesthetic grounds in the sole discretion of the Corporation.

General Parking Rules and Regulations

1. No motor vehicle other than a private passenger automobile shall be parked in any parking space or driveway overnight. In these Rules, a "private automobile" shall include a station wagon, passenger van, sports utility vehicle or pickup truck in which the box does not exceed four feet from the box bed ("a Resident Vehicles").
2. No Owner shall park any vehicle in any area of the Common Elements designated as visitor parking. A Resident Vehicle parking in an area designated for visitor parking may be towed away without notice, at the sole risk, cost and expense of the Owner.
3. Resident Vehicles shall be parked only in the garage or driveway of the Owner's Unit.
4. No motor vehicles shall be driven on any part of the Common Elements other than on a roadway or parking area.
5. No vehicle which is not being used from day to day, or which is undergoing repairs of any nature, shall be parked or located upon the Common Elements or any part thereof.
6. No part of the Common Elements shall be used for maintenance or repairs to any vehicle. Provided however, that washing, waxing and changing of tires shall be permitted.
7. No motor home, trailer, tent trailer, bus, boat, boat trailer, snowmobile, mechanical toboggan, recreational vehicle, derelict vehicle currently licenced or not, oversized commercial vehicle, machinery or equipment of any kind shall be parked on any part of the Common Elements.
8. Any vehicle parked upon any part of the Common Elements contrary to these Rules may be removed by the Corporation or its agents at the Owner's sole risk, cost and expense, which amount shall be added to the common expenses for such Owner's Unit, with the Corporation having the right to specify a reasonable time for payment thereof, and may be recovered by the Corporation in the same manner as other common expenses applying to the Unit, or by any other procedure or action in law that the Corporation may elect.
9. No vehicle belonging to an Owner or his guest shall be parked in such a manner as to impede or prevent ready access to or egress from another Unit.
10. No motor cycle, motorbike, snowmobile, boat, watercraft, golf cart or other recreational equipment or vehicles shall be maintained, parked or operated on or within a Unit or the Common Elements, other than for the purposes of storage within the enclosed garage of a dwelling located on a Unit. This restriction does not apply to the operation of a motor cycle or motor bike on the roadways for the purposes of ingress and egress to the Development and does not apply to regular bicycles.
11. The Town of Ingersoll and/or County of Oxford will enforce the fire route regulations as they apply to the Development.

Landscaping

No person, Owner or his guest shall damage, harm, mutilate, destroy or litter any of the landscaping work on the Common Elements including grass, trees, shrubs, hedges, flowers, flowerbeds, pavement, curbs, fences, buildings or any feature of the Development. Further, no person, Owner or his guest shall add or remove any plants to or from any area of the Common Elements or make alterations to existing landscaping in any way without the written permission of the Board. An Owner shall be required to obtain the written permission and approval of the Board with respect to the location of new planting beds, trees, shrubs and hedges to be added to, or planted, on their Units. Any new planting shall be aesthetically pleasing and in keeping with the overall landscape theme. Only flowers, bushes and shrubs will be permitted around the immediate perimeter of the dwelling, with no vegetable gardens permitted in the front yard. All landscaping will be weeded and trimmed by the Corporation. Unit Owners will be responsible for any additional planting, after receiving the approval of the Board for such new planting, and will be responsible for the care and replacement of any such new planting if required.

Sidewalks & Roadways

The sidewalks, walkways, roadways and driveways shall not be obstructed or used for any other purpose than for which they are designed, primarily the ingress to and egress from the Units of the Development.

Insurance Risk

No combustible, flammable, or offensive goods, provisions or materials shall be kept on any part of the Common Elements or a Unit. No Owner shall do, or permit anything to be done in or around a Unit, or store any such materials therein, which will in any way increase the risk of fire or the rate of fire insurance on any building or on the property kept therein, or obstruct or interfere, with the rights or enjoyment of other Owners, or in any way injure or annoy them, or conflict with the laws relating to fire, with the regulations of the fire department, or with any insurance policy carried by the Corporation or any Owner, or conflict with any of the rules and ordinances of the local health unit, or with any statute or municipal law.

Common Elements

1. No part of the Common Elements shall be used for the erection, placing or maintenance of garbage disposal equipment or for the disposal of rubbish, garbage, or waste, except with the written permission and approval of the Board.
2. No bicycles, tricycles, toys, barbecues or other items of personal property shall be stored or permitted to remain on the Common Elements when not in use.
3. No person shall throw or hit a ball or similar object against any building within the Development.
4. No person, Owner or guest shall barbecue on any part of the Common Elements without the approval of the Board.
5. The Common Elements shall be kept in a neat, clean and tidy condition at all times.
6. Any damage caused to the Common Elements by an Owner or his guest shall be repaired by the Corporation at the sole cost and expense of the Owner causing such damage. The Owner shall be responsible to pay the charges resulting therefrom forthwith to the Corporation, together with any other legal or collection charges relating thereto, which may be recovered by the Corporation in the same manner as other common expenses applying to the Unit.
7. The Corporation assumes no liability for, nor shall it be liable for any loss or damage to articles permitted to remain on the Common Elements.

Pets

Further to the provisions outlined in Article 3 of the Declaration, no Owner shall keep more than three commonly accepted domestic pets ("Pet(s)") within the Unit or the dwelling located thereon and all dogs and cats must be licenced and registered with the Property Manager or the Corporation. A "commonly accepted domestic pet" for this purpose shall be a Pet that spends some time outside the dwelling. No Owner shall keep a Pet within the Unit or the dwelling located thereon that is not, in the opinion of the Declarant, so long as the Declarant remains the Owner of at least one Unit, and thereafter in the opinion of the Board, a commonly accepted domestic Pet. Without in any way limiting the foregoing, livestock shall not be considered a "commonly accepted domestic pet". No dogs generally considered to be dangerous (pit bull or like dog), any insect, spider, invertebrate, pest, game animal, farm animal, wild or endangered animal shall be permitted on the Common Elements or on a Unit or in the dwelling located thereon. No Pet shall be left unattended or allowed to run free on the Common Elements or any other Unit not owned by the Owner, subject to the permission of the Owner of such other Unit. When outside the dwelling, Pets shall be accompanied by the Owner or his representative and be in control all times. All Pet waste must be immediately cleaned up and removed from the Common Elements or a Unit. Owner shall ensure that their Pets are properly trained and are provided with all required vaccinations and veterinarian examination as appropriate. Owner shall be responsible for the conduct of the Pets of their guests in the same manner as for their own Pets and shall make all guests aware of the requirements under this policy. No Pet will be allowed to engage in any conduct that may unreasonably disturb, annoy or threaten the safety of another Owner, his guests, or another Pet. Permission to keep and maintain a Pet in a Unit or the dwelling located thereon may be revoked by the Corporation if the Pet becomes unreasonably noisy, menacing, obnoxious to other Owners or their guests, interferes with the quiet enjoyment of any other Owner or causes the Common Elements to become damaged or dirtied. In the event a problem occurs under this clause, the Owner shall be given written notice to correct the problem immediately, failing which, the Owner shall be given a further written notice from the Board to permanently remove the Pet from the Unit, the dwelling located thereon and the Development. Any costs associated with the effort to enforce this provision, including legal expenses and collection costs, shall be the sole cost and expense of the Owner receiving the notice and shall be collected in the same manner as common expenses or whatever other means available at law.

Antennae, Aerials, Clotheslines, Awnings

1. Outside clotheslines shall be permitted on any Unit, whether attached to a dwelling or freestanding provided that it is not visible from the street.
2. No Owner, or person acting on an Owner's behalf, shall erect or fasten an antennae, aerial, tower or satellite dish exceeding 24 inches in diameter, or similar structure on the Common Elements or a Unit without the prior written consent of the Board. Consent for a satellite dish measuring less than 24 inches would only be given if located on the rear or side yard so that such equipment is not visible from the street. Only one satellite dish will be permitted to each Unit and it must be installed with due consideration for safety.
3. No awnings, window guards, light reflective materials or shutters shall be placed in such a location on a dwelling so as to be visible from any street or change the exterior elevation or appearance of the dwelling from any street, except as may have been approved in advance in writing by the Board of the Owners, as the case may be, which approval may be withheld on purely aesthetic grounds in the sole discretion of the Corporation, the Board or the Owners.

Noise

No person, Owner or guest shall make, cause or permit an unreasonable level of noise in any manner whatsoever, which in the opinion of the Board, may disturb the comfort or enjoyment of any other Owner or their guests.

Garbage

No debris, refuse or garbage shall be placed in the Common Elements except in the areas designated by the Corporation for such purposes. Any debris, refuse or garbage not collected such days shall be cleaned up and stored in the dwelling of the Unit by the Owner or the resident who placed it out for pickup.

Sales

No auction or yard sale shall be held on any part of the Common Elements without the prior written consent of the Board.

Liability

Any loss, cost, damages, or expenses incurred by the Corporation by reason of a breach of any of the Rules in force from time to time by any Owner, their family, guests, servants, agents, or residents of their Unit shall be borne solely by such Owner and may be recovered by the Corporation against such Owner in the same manner as common expenses.

Signs and Advertisement

No sign, notice or advertisement shall be posted, exposed or inscribed upon any Unit or a dwelling located thereon, except such as shall have been previously permitted under the Building Restrictions registered on the title of the Unit, or as may have been previously approved in writing by the Board.

Business or Trade

No Owner shall carry on any business or trade from or within a Unit or dwelling located thereon, or allow any other person to carry on such a business or trade, which includes employees, customers, suppliers or other business contacts to visit or attend the premises on a regular basis, except a home office as may be permitted under the zoning by-law or Building Restrictions registered on the title of the Unit.

General

1. No Owner shall conduct or permit an illegal act or conduct an illegal business in a Unit or on any part of the Common Elements.
2. No Owner shall store firewood, coal or any other combustible material or offensive goods on a Unit or the Common Elements, except in an area and in a manner approved by the Board.
3. Each Owner shall ensure that all garage doors are kept closed except when in use for entering/exiting or when the Owner is working in the garage area.
4. Christmas lighting and/or decorations are permitted on the exterior of the dwellings between November 1st and February 1st and must be removed at all other times.
5. The Board shall have the authority to amend and pass further Rules from time to time applicable to the usage and enjoyment of any part of the Units or the Common Elements.
6. Through the authority invested in the Property Manager by the Board under a Condominium Management Agreement, the Property Manager shall be entitled to enforce these Rules on behalf of the Board.

OXFORD VACANT LAND CONDOMINIUM
CORPORATION NO. 119

Per: _____

Richard Sifton,
President

I have authority to bind the Corporation.