

## Rules and Regulations

The following rules and regulations shall be observed by the owners of any Unit and the term "owner" shall include the owner of any Unit in the condominium or any other person(s) occupying such unit with the owner's approval:

1. The water closets and other water apparatus shall not be used for purposes other than those for which they are constructed and no sweepings, garbage, rubbish, rags, ashes or other substances shall be thrown therein. Any damage resulting to them from misuse or from unusual or unreasonable use shall be borne by the owner who, or whose family, guests, visitor, servants, lessees, clerks or agents have caused such damage.
2. No sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the inside or outside of the units or common elements so as to be visible from the outside of the building whatsoever without the prior written consent of the Board.
3. Nothing shall be placed, hung or erected over and outside of the windows and balconies without the prior written consent of the Board. No coverings other than conventional draperies or blinds visible from the outside of the building and having a cover within the range of white to off white colours are permitted on the interior side of the windows.
4. No owner shall do, or permit anything to be done in their unit or keep anything therein which will in any way increase the risk of fire or the rate of fire insurance on any building, or on property kept therein, or obstruct or interfere with the rights of other owners, or in any way injure them or annoy them or conflict with the laws relating to fire or 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 board of Health or with any statute or municipal by-law.
5. Nothing shall be placed on the outside of windowsills or projections.
6. Water shall not be left running unless in actual use.

### Garbage & Trash

7. a. The owner shall not place, leave, or permit to be placed, or left in or upon the common elements including those of which the owner has the exclusive use, any debris, refuse or garbage except any area designated by the Corporation as a central garbage depository.

- b. No garbage disposals shall be connected to the plumbing system or installed in any unit.
- c. No flammable materials and/or liquids may be placed down the garbage chute.
- d. Nothing shall be placed in any chute that may result in the blockage of such chute.
- e. The following items may be put down the appropriately marked chute:

All garbage - must be properly bound in plastic bags before being deposited in the garbage chute. It must be pushed clear, ensuring that it drops down the chute.

Recyclable plastics and cans

- f. The following items are to be taken to the garage level garbage room and placed in the appropriate bin:

Glass containers - must not be put down the chute but are to be taken to the garbage room.

Newspapers - to be **bundled, tied**, and placed in the appropriate bin in the garbage room.

Small cardboard boxes (single thickness) - must be **flattened** and placed in the appropriate bin in the garbage room.

Corrugated cardboard boxes -- to be **flattened** and placed on floor of garbage room

- g. All other items such as large boxes (flattened), large bags of refuse, discarded potted plants, clothing, small appliances, coat hangers, used heating system filters, paint cans, etc. must be taken to the garbage room and placed on the floor.
- h. The owner must arrange for removal and disposal of construction waste (e.g. old carpet, crates, etc.) with their contractor to an appropriate disposal facility.

8. Owners, their families, guests, visitors and servants shall not create or permit the creation of or continuation of any noise or nuisance which, in the opinion of the Board or the manager, may or does disturb the comfort or the quiet enjoyment of the property by other owners, their families, guests, visitors, lessees, servants and person having business with them.

9. Nothing shall be thrown out of the windows or doors of the buildings or off any balcony (including without limitations, cigarettes, cigars, ashes and matches).

#### **Pets**

10. No exotic pets are to be kept in any unit. Pets taken outside a unit are to be leashed. Pets kept in any unit are limited to two, and must not weigh more than twenty-five pounds. No animal, reptiles, insect or bird shall be kept outside any unit on the common area, or on the property. Each pet owner must ensure that his pet does not defecate upon the common elements, and if such does occur, any such defecation must be cleaned up immediately by the pet owner, so that the common areas are neat and clean at all times. Should the pet owner fail to clean up after his pet on a consistent basis, then the pet shall be deemed a nuisance by the Board and the Board may request removal of the pet from the property.

11. Owners shall not overload existing electrical circuits.

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

13. No noises, caused by any instrument or device, or otherwise, which in the opinion of the Board may disturb the comfort of the other owners shall be permitted.

14. The sidewalks, entry, passageways, walkways and driveways used in common by the owners shall not be obstructed by any of the owners or used by them for any purpose other than ingress and egress to and from their respective units and parking areas within the common elements.

15. No mops, brooms, dusters, rags or bedding shall be shaken or beaten from any window, door, deck or those other parts of the common elements over which the owner has exclusive use. Only seasonal furniture is allowed on the decks. No hanging or drying of clothes is allowed on decks and decks shall not be used for storage.

#### **Parking**

- 16 a. All regulatory signs (e.g. "visitor parking only") established by the Board shall be obeyed by owners and their guests.
- b. Owners are **not to park** in 'visitor parking' areas except for loading and unloading ( **Max. 1 hour**).
- c. Overnight guest parking in the visitor parking areas is limited to fourteen nights. For periods of more than fourteen nights arrangements must be made with the Board (at least two Board members).
- d. No motor vehicle other than a private passenger automobile, station wagon, s.u.v., or private van shall be parked on any part of the parking area, nor shall any repairs be made to such motor vehicle on the common elements or parking area, and no motor vehicle shall be driven or parked on any part of the common elements other than on a driveway or designated parking space.

17. No television antenna, satellite dish, flag, aerial, tower or similar structure or appurtenance thereto shall be erected on or fastened to any unit or any part of the common elements.
18. No one shall harm, mutilate, destroy, alter, or litter any of the landscaping work on the property, including grass, trees, shrubs, hedges, flowers or flower beds.
19. No building or structure or tent shall be erected and no trailer nor any other recreational vehicle shall be placed, located, kept or maintained on the common elements.
20. No unit owner shall make change to an installation upon the common elements without the prior written consent thereto of the Board.
21. The walkways, stairways and other parts of the common elements designed for passage, shall be used for that purpose only and shall not be obstructed by objects.
22. No balcony shall be enclosed, decorated or covered by any awnings or otherwise without the consent in writing of the Board.
23. Any loss, cost or damages incurred by the Corporation by reason of a breach of any rules and regulations in force from time to time by any owner, the owner's family, guests, servants, agents, or occupants of the owners' unit shall be borne by such owner and may be recovered by the Corporation against such owner in the same manner as common expenses.
24. Interior temperature of each unit (occupied or unoccupied) shall be maintained at minimum temperature of 65 degrees F or 18 degrees C at all times.
25. Light bulbs in balcony light fixtures shall be 25 watt soft white.

#### **Docks**

26. Riverside docks - Each finger dock is dually owned (one having exclusive use of the west side of the finger and the other the east side) with the two owners being mutually responsible for the care and maintenance of said finger. An owner may rent his/her dock BUT only to another owner of a unit in M.C.C. #44 or M.C.C. #46 and only for their exclusive use.

Should an owner of a unit in M.C.C. #46 sell his/her unit, the dock can be sold with the unit. If the dock should be sold separately, it MUST be sold to an owner of a unit in M.C.C. #44 or M.C.C. #46 and only for their exclusive use.

The Board of M.C.C. #46 is to be notified of all rental or sale of said docks.

#### **Renting**

27. Parking Spaces - A unit owner may rent out his/her assigned parking space but only to -
- (a) a family member
  - (b) another unit owner in either M.C.C. #44 or M.C.C. #46

No leased or rented space may be sublet.

Upon renting space or allowing anyone else to use the space the Board must immediately be notified in writing.

28. Any owner who leases, or renews a lease, of a unit must receive the written permission of the Board before the lease is signed, if the term of the lease is for a period of LESS than one year. After the termination of any lease, or renewal of a lease, which has been in effect for a period of less than one year, no further leasing of that unit may be entered into during the next twelve months.

Updated January 10, 2007

# **ALGONQUIN LANDING II**

## **MUSKOKA CONDOMINIUM CORPORATION NO. 46**

### **RULE GOVERNING THE PARKING GARAGE**

The following Rule made pursuant to the *Condominium Act, 1998*, S.O. 1998, C.19 shall be observed by all owners and all invitees and visitors to the Condominium.

Any losses, costs or damages incurred by the Corporation by reason of a breach of any Rules in force from time to time by any Owner (or his family, invitees, servants, agents or occupants of units), shall be borne and/or paid for by such Owner and may be recovered by the Condominium Corporation against such Owner in the same manner as common expenses.

#### **PARKING**

- (a) No storing any articles, including bicycles, boxes, etc. in the garage parking spaces except for one set of seasonal tires and a shopping buggy per parking unit.

This Rule will come into effect on October 1, 2013 unless the owners requisition a meeting under Section 46 of the Condominium Act, 1998, c. 19 to vote on this Rule.

## **Muskoka Condominium Corporation No. 46**

### **NOTICE TO ALL RESIDENTS & OWNERS**

September 20, 2018

Please be advised that the Board of Directors of Muskoka Condominium Corporation No. 46 passed the following Rule which will come into effect on September 24, 2018:

#### **Smoking & Cannabis Growing Rule**

1. **Smoking of any tobacco products, cannabis or vaping (or any similar e-smoking apparatus) is not permitted in any area of the property including inside suites, the building, patios, balconies and on the exterior common areas of the docks, BBQ gazebo and any areas within 9 meters of the buildings.**
2. **The growing of cannabis plants is not permitted within the units, or the common areas of the corporation.**
3. **Current resident owners or current resident full-time renters who smoke, and who have registered with the property manager prior to September 4, 2018, will be permitted to smoke only inside their own unit(s) and are responsible to ensure the smoke and odour does not enter another unit(s).**
4. **Notwithstanding the above, if smoke or odour permeates into another unit(s), the owner of the unit from which the smoke or odour emanates shall be responsible for stopping the smoke or odour and shall be responsible for the costs associated with necessary alterations or repairs. The owners of the unit from which the smoke or odour emanates shall be responsible for cleaning costs to the affected unit(s).**

We appreciate your understanding and support in advising all your guests and or renters of this Rule and request everyone to please not smoke within the above mentioned areas of the Corporation, including the building, patios, balconies, docks, BBQ gazebo and within 9 meter of the buildings

Yours truly,

**AROUND THE LAKES PROPERTY MANAGEMENT LIMITED**  
for and on behalf of MCC 46

*Gabi Shand*

Gabriela Shand, RCM  
Senior Property Manager