

**RESIDENTS'
INFORMATION
MANUAL**

The Village on Harvest Creek



THE VILLAGE ON
**HARVEST
CREEK**

*Niagara North Vacant
Land Condominium
Corporation No. 214*

St. Davids, Ontario

Last revision: June 2024

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Updated: June 2024

Introduction

Harvest Creek is a Condominium Corporation made up of fifty-nine individually owned units. The voluntary Board of Directors, made up of unit owners, is committed to maintaining the beauty, cleanliness and ultimately the value of the property overall-- your home. All residents are called upon to observe the condominium rules and regulations, which are in place for their benefit.

This "Residents' Information Manual" is intended to be a guide only. The Corporations Declaration, Bylaws and Rules take precedence over this manual and must be referred to for complete details. A complete set of Rules is provided at the back of this manual. A copy of the Corporations Declaration and Bylaws can be found on our community website: www.villageonharvestcreek.com/documents

What is a Vacant Land Condominium?

Owning a vacant land condominium means the owner is responsible for all maintenance and repairs of the home from outside in, including all brickwork, roofing, doors, windows, and driveways. Only the common elements that are shared, and therefore the expenses to maintain and repair those elements are also shared, are things such as the streets, streetlights, sprinkler system, guest parking areas, and all shared landscaping.

Owner/Resident Register

Unit owners are to keep the Board of Directors and the property management company advised of any change of tenants if the unit is not owner occupied. The Condominium Act, 1998 requires absentee owners to complete and submit to the corporation Form 5 (Tenant Lease Agreement) within 30 days of having entered into a new lease. A copy of Form 5 can be obtained from the property management company. www.villageonharvestcreek.com/wilson-blanchard-mgmt

Landlords must also notify the corporation of the termination of a lease.

Non-resident owners are required to keep management advised of their most current mailing address and telephone number.

Resident owners must also advise management of their most current telephone number.

All resident and non-resident owners are required to provide the property management company with a completed pre-authorized payment authorization form for the condominium monthly fees. A copy of the form can be obtained from the property management company.

www.villageonharvestcreek.com/wilson-blanchard-mgmt

Property Management

The property management firm for the NNVLCC#214 condominium is Wilson Blanchard Management. Their Niagara office contact email and number is: (905) 685-9868. NiagaraInfo@wilsonblanchard.com
www.wilsonblanchard.com

Garbage & Recycling Collection

The normal garbage and recycling collection day is every Wednesday. Residents can put out one bag/container of garbage per week. For additional garbage bags, garbage tags will need to be purchased from any Avondale, Avon Mart and Dollar Mart stores throughout the region. Items may be placed at curbside before 7:30 am or the evening prior to collection day, provided there is not a windy forecast.

Residents are required to arrange for the removal of large articles such as old furniture and appliances. The Niagara Region's collection service may remove these articles; however, you must contact them to make suitable collection arrangements. The Niagara Region's collection service telephone number is 905-356-4141. www.niagararegion.ca/waste

All garbage and recycling bins are to be stored in the garage, other than on the scheduled garbage day.

Parking

Street parking along Crimson and Hillside Drives is strictly prohibited for all residents and their guests. There are 32 visitor parking spaces in four locations throughout the complex.

In accordance with the rules, boats, trailers, recreational vehicles, and commercial vehicles shall not be parked on any part of the complex, other than in one's garage. Please refer to the complete set of condominium rules for details.

Protocol for Enforcement of Parking Rules at "The Village on Harvest Creek":

1. In the case of a first violation a letter will be issued to the resident outlining the rule violation.
2. If the violation continues, management will issue a further warning letter noting that legal counsel will be retained to issue a formal request for compliance and that the cost of retaining legal counsel (approximately \$400) will be their personal responsibility as provided for in the condominium documents.
3. If the violation continues, legal counsel will be retained to issue a compliance demand letter and the cost will be charged to the offending unit owner.

Pets

Pets are to be kept on a leash and under the control of the pet owner, while on the property. This also applies to guests who bring their pets while visiting our property. Please clean up animal droppings on an immediate basis by placing them in a plastic bag and disposing of it in your garbage.

Landscaping

During the spring, summer and fall, a contractor maintains the lawns and common area and front yard gardens on a regular basis. They will provide Spring and Fall Garden and lawn clean-up, including front garden edging, shrub and hedge pruning. All other plantings are the owner's responsibility and are encouraged to provide some basic garden maintenance. A change in garden plantings is permitted provided they meet the planting standards and an approval request form is submitted to the Board. Forms and standards can be found on the website.

Snow Removal

During the winter a contractor removes snow from the streets, driveways, parking areas, and front steps when it accumulates 2 or more inches. The streets will be salted when necessary. It is the resident's responsibility to salt their own driveways and steps. It is highly recommended to use a concrete-friendly deicer to avoid damage to the concrete or pavers.

During heavy storm conditions it can be difficult for the contractor to keep up, so please be patient. All snow is to be cleared within 24 hours of the completion of the storm.

Seasonal Decorations

Residents are permitted to install seasonal decorations and lighting outside from November 15th until January 15th. Decorations are to be removed by January 15th (weather permitting).

Residential "For Sale" Signs

Residents are permitted to put up a realtor "For Sale" sign in their front garden or front window. Signs are not permitted on grassed areas.

Common Elements

The grounds are considered common elements. The rear yard, front garden, and patios are considered exclusive use common element and as such are for the sole use of the occupants of the applicable unit. The Corporation is responsible for repairs and maintenance of the common elements; however, unit owners are permitted to plant flowers in their exclusive use areas. Therefore, the unit owners are responsible for the maintenance and care of their exclusive use areas.

Before making any installation on or change to the common elements, exclusive use or otherwise, unit owners are required to obtain the Board of Directors' written approval.

A request for approval is to include a description for the proposed installation or modification and any applicable drawings. Changes cannot proceed prior to obtaining written approval. Approval request forms can be found in the document library on our community website

www.villageonharvestcreek.com/documents/

The Board has established standards for the following alterations: patio awnings, privacy screens/trellises, platform steps, deck cladding and phantom screens. These can also be found in the document library.

Irrigation System

An underground irrigation system has been installed throughout the development. Its purpose is to irrigate the grassed areas within the common elements, back and front yards. Fixed spray sprinklers are installed in the front of each unit. Their reach isn't intended to water the entire front gardens; therefore, additional watering may be required by the residents.

All Green Irrigation's certified technicians conduct spring start-up, summer check-up and fall winterization of the system. Residents are reminded not to tamper with, adjust or close off the sprinkler heads as it may damage the system. If an adjustment needs to be made, please contact a board member to arrange for a technician. Any resident not adhering to the corporation's Irrigation System policy will bear financial responsibility for any repair costs that should occur.

Insurance

Condominium Corporation Insurance Coverage

The Condominium Corporation insures the common elements, excluding any improvements made or acquired by a unit owner. The policy is written on an “all risk” basis as defined in the Insurance Contract. The Corporation also maintains liability insurance for protection against its liability resulting from breach of duty as occupier of common elements. The Corporation has Directors and Officers liability insurance coverage.

Unit Owner Insurance Coverage

Each unit owner should insure their home as a “*Freehold Town-Home*” meaning the exterior of the home as well as contents is included in the valuation and wording of the policy.

Liability coverage is also needed to protect against liability resulting from breach of duty as occupier of the unit. It is the owner’s responsibility to ensure that they have adequate insurance protection.

It is recommended to insure your water line, which extends from the street to your home. The portion of this water line, which is on your property, and not in the common element area, is your responsibility and repairs are expensive. Insurance can usually be added as a rider on your homeowners insurance or purchased individually for a nominal monthly premium.

NIAGARA NORTH VACANT LAND CONDOMINIUM CORPORATION NO. 214

RULES- Revised February 2021

The following Rules shall be observed by the owner, owners, tenant, tenants, or any resident or occupant, or residents or occupants of the units, and the terms "owner", "tenant", "resident" and "occupant" or the plurals thereof, shall be construed in the singular or plural as the context may require, and each such term shall be deemed to include the others of such terms and shall include all persons in occupancy of any unit together with such owner, tenant, resident or occupant and shall further include the guests or visitors of any such owner, tenant, resident, occupant, or any such person or persons.

DWELLING UNITS

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 has, or whose family, guests, visitors, servants 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 buildings or common elements whatsoever without the prior written consent of the Board.
 - a. Residents are permitted to put up a realtor "For Sale" sign in their front garden only and not in the grassed areas.
 - b. Signs may be a maximum size of 24X32, metal stake style only that can be inserted into the garden area and no estate style wooden posts are permitted.
 - c. All "For Sales" signs must be removed within 1 week of the home being sold.
 - d. Directional signs at the entry to the complex may only be temporary "Open House" signs placed on the day of the open house and removed immediately thereafter.
3. No alteration whatsoever to the exterior doors or the addition of a unapproved storm door is permitted.
4. Nothing shall be placed on the outside of windowsills or projections, without the prior written consent of the Board.
5. Water shall not be left running unless in actual use
6. No owner shall permit an infestation of pests, vermin, insects, or rodents to exist at any time in the dwelling unit. Owners shall immediately report to the Board all incidents of pests, insects, vermin or rodents and all Owners shall cooperate fully with the Board to eliminate any incident of pests, insects, vermin or rodents within the dwelling unit.
7. No owner shall, do or permit anything to be done in his unit or bring or keep anything therein which will in any way increase the risk of fire or the rate of fire insurance premiums on any building, or on property kept therein, 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.
8. Nothing shall be thrown out of the windows or doors of the units.
9. No stores of any combustible or offensive goods, provisions or materials shall be kept in the units or common elements without the prior consent of the Board.

Nothing which, in the opinion of the Board, detracts from the appearance of the complex, such as bicycles, tricycles, toys, etc. etc., shall be left on the patio, deck, grassed areas, driveways or front porches.

10. A lease or tenancy of any unit shall be for a term of not less than three (3) months. No Unit shall be used for the business of providing transient residential rental accommodation or for hotel purposes.
 - a. No owners may enter into new leases that would violate the lease restrictions contained within Rule above. Those owners with existing leases at the time of the passage of Rule 1.11 shall be afforded an opportunity to bring his or her unit into compliance before the Corporation may take steps to require compliance, which period of time shall be the earlier of:
 - b. the expiration of the current term of the lease; or,
 - c. one (1) year from the passage of this rule amendment.
11. No auction, garage sale or similar activity shall be held in the units or on the common elements by any individual unit owner. The Board may arrange for a garage sale for those who live in the complex and wish to participate in such an activity.

GROUNDS

1. No owner shall be prevented from planting and trimming his own small flowers and plants in any garden bed(s) or planter box(es) situated in any front yard or back yard area, the exclusive use of which has been designated or allocated to his unit.
2. No one shall harm, mutilate, destroy, alter or litter any of the landscaping work on the property, including the grass, trees, shrubs, hedges, flowers or flower beds, nor shall anyone uproot existing plants, hedges, shrubs or trees, nor plant any shrubs, hedges or trees anywhere upon the common elements, without the prior written approval of the Board.
3. No gardens, trees, hedges or shrubs shall be planted anywhere upon the complex without the prior written consent of the Board. A detailed plan of the location and type of planting must be submitted prior to installation.
4. Save as otherwise provided or contemplated in the Declaration of the Corporation, the sidewalks, passageways, walkways and driveways used in common by the owners shall not be obstructed by the owners or used by them for any purpose other than for ingress and egress to and from their respective units and/or the common elements.
5. No one shall do or permit anything to be done on the common elements which will in any way increase the risk of fire.
6. Fire routes must be kept clear at all times.
7. Owners shall not place any furnishings, structures or decorative items on the grassed areas of the units without the prior written consent of the Board. This includes arbors, trellis, gazebos, garden tents, swings, storage sheds and any structure that may interfere with the cutting of the grassy areas.

DECKS and PATIOS

1. No awnings or shades shall be erected over and outside of the windows, patios or decks without the prior written consent of the Board.
2. Only outdoor use furniture style shall be permitted on patios and/or decks. Patios and decks shall not be used for storage.
3. No hanging or drying of clothes is allowed on patios or decks or anywhere on the unit or common elements. An exception is allowed for the use of portable, fold-up type clothes dryers, LIMITED TO THE

PATIO OR DECK AREA, and folded up and put away following each usage before the day's end. Umbrella style clotheslines are NOT allowed.

ELECTRONIC and TECHNICAL DEVICES

1. No television antennae, satellite dish or tower or similar structure shall be erected or fastened to any unit without prior approval of the Board or the Corporation's property manager.
2. Owners shall not overload the electrical circuits and plumbing facilities in their units.
3. No owner shall mount or install security video cameras on their unit, without prior consent from the Board, in accordance with Article V(S.02)(d) of the Declaration.
 - a. Unless otherwise approved by the Board of Directors, the maximum number of security cameras allowed is two per unit, aimed directly at point of entry doors. The only exception is for the two units at the Condominium Corporation that have an exterior side garage door; the owners of these units may have a third security camera aimed directly at the garage side door.
 - b. Security cameras must be directed at the unit's entry doors, including front and lower patio doors.
 - c. Security cameras must be directional cameras and not omni-directional cameras which can capture a 360-degree view.
 - d. Security cameras cannot be aimed towards the roadways, visitor's parking lots, neighboring units, or grassy common areas as this is an invasion of privacy.
 - e. Security cameras must not cause excessive flashing or noise.
4. To protect the privacy rights of all unit occupants entering upon the Property; no drones or the use thereof shall be permitted, which unreasonably interfere with a unit occupant's reasonable expectation of privacy, or the use or enjoyment of the other unit occupants of the property, as determined by the Board, acting reasonably

ELECTRIC AUTOMOBILE CHARGER LEVEL II

1. EV level II chargers must be installed inside the resident's garage.
2. The installation must be done by a certified electrician.
3. Charging cable must always be stored in the garage and never be left outside unless charging a vehicle in the driveway.

NOISE

1. No owner or guest shall create or permit the creation or continuation of any noise which, in the opinion of the Board or the property manager, may or does disturb the comfort or quiet enjoyment of the units or common elements by other owners.
2. No noise caused by any instrument or other device or otherwise howsoever caused, including noise caused by any pets, which in the opinion of the Board is calculated to or may or does disturb the comfort or quiet enjoyment of the Property by other owners, or their guests shall not be permitted.
3. No noise shall be permitted to be transferred from one dwelling unit to another. If the Board determines that any noise is being transmitted to another unit and that noise is an annoyance or a nuisance or disruptive, then the Owner of such unit shall at his or her expense take such steps as shall be necessary to abate such noise to the satisfaction of the Board.

GARBAGE DISPOSAL AND RECYCLING PROCEDURES

1. The owner of a unit shall not place, leave or permit to be placed or left in or upon the common elements, exclusive use common elements or any of the exterior portions of the unit any debris, refuse or garbage except on the complex's designated garbage day, or as otherwise permitted by the Board or property manager. Garbage, recycling and compost containers should be placed out for pick-Up no earlier than the evening before garbage day and all containers should be retrieved by the end of the day of garbage collection.
2. Owners shall comply with all municipal and/or government by-laws, rules, regulations and/or policies pertaining to refuse disposal and pickup.
3. Owners must ensure that all recyclable items are securely placed in a container or bags and are responsible for picking up any items that may become dislodged and litter the complex.

PETS

1. No animal, livestock or fowl, other than one dog and one cat, two dogs or two cats shall be kept on the property. The total number of pets for any unit shall not exceed two (2) at any time.
2. No pet that is deemed by the Board or the manager in its absolute discretion to be a nuisance shall be kept by any owner in any unit or in any other part of the property. Any owner that keeps a pet on the property or any part thereof that has been deemed by the Board to be a nuisance shall, within two (2) weeks of receipt of a written notice from the Board, permanently remove the pet from the property.
3. No pet shall be permitted to soil or damage any part of the common elements or exterior area of the units. Should there be any accidents, such defecation must be cleaned up immediately by the pet owner, so that the common element areas are neat and clean at all times. Owners shall make good any damage and in effect the removal of any excrement and save harmless the corporation from any expense in connection therewith. Should a pet owner fail to clean up after a pet as aforesaid, the pet could be deemed to be a nuisance, and the owner of said pet may be required, within two weeks of receipt of written notice from the Board or the manager, to permanently remove such pet from the property.
4. Pets are not allowed to run loose on any part of the common elements or the exterior portion of the unit. Unless within the confines of a dwelling, all dogs and cats shall be kept or held in hand by means of a short lead, leash or chain and this provision shall be applicable to the whole of the complex.
5. No pet shall be permitted to make excessive noise and for the purposes of this provision "excessive noise" shall be deemed to mean noise which is annoying or disturbing to any resident.

PARKING and MOTOR VEHICLES

1. Parking is prohibited in the following areas:
 - a. fire routes
 - b. common interior roadway
 - c. parking spaces other than those specially designed for the owner's use

2. Parking shall be used only for parking of private motor vehicles in accordance with the terms of the Declaration. Without restricting any wide definition of motor vehicle as may be imposed by the Board, "motor vehicle" shall be deemed to include a motorcycle, private passenger automobile, station wagon, light duty van or light duty pick-up or sports utility vehicle, in good working order and repair and which does not leak any fluids.
3. No motor vehicle, recreational vehicle, commercial vehicle or vehicle used for commercial purposes as determined by the Board of Directors, trailer, boat, snowmobile, sea-do, mechanical toboggan, machinery or equipment of any kind other than a motor vehicle as described in rule 8.2 or as otherwise approved by the Board, shall be parked on any part of the complex.
4. No owner shall permit any gasoline, oil or other harmful substance to escape on to the surface of the parking spaces, driveways or common elements. Owners shall repair and maintain such driveway in a clean and good condition and shall remove any oil stains thereon. No servicing or repairs shall be made to any motor vehicle, or any other equipment of any kind, whether on the common elements or in any parking unit. Moreover, no motor vehicle shall be driven on any part of the common elements not designated as a roadway, a driveway or parking unit.
5. Unit owners must get written approval from the Board to park in the guest parking for any extended period of time. Unit owners are not to park their vehicles overnight in the guest parking area and vehicles are not to be stored in the guest parking area without written approval of the Board. Unit owners must notify the Board if a guest will be parking a vehicle in the visitor parking area for more than three (3) days. The Board shall have the exclusive right and duty to determine whether the owner of a vehicle is deemed to be a visitor or a resident.
6. Anyone who has a motor vehicle parked in contravention of these Rules is liable to have his or her motor vehicle towed from the property in accordance with the municipal by-laws or any other applicable governmental by-laws, rules or regulations and the Corporation or its agents shall not be liable for any damage, costs or expenses howsoever caused in respect of any motor vehicle so removed from the property.

RENOVATIONS

1. No owner may install any additional air-conditioning unit or any other system within or adjacent to the outside of his unit, without the prior written consent of the Board or the Corporation's property manager.
2. Owners will be responsible for any costs that may ensue to the Corporation or other owners resulting from any renovations, alteration, painting or decorating work. The contractor or workman must remove all debris from the building daily. Owners must ensure that any exterior areas are kept clean daily.
3. Repairs, hammering, drilling or other related activity which creates noise and/or may disturb other owners will only be permitted between the hours of 8:00 a.m. and 6:00 p.m. Monday through Saturday.

INDEMNITIES

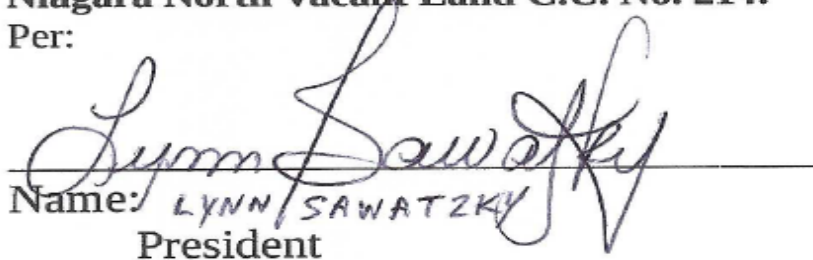
1. Any person using common elements areas shall indemnify and save harmless the Corporation, its officers and employees, from any and all liability and from all claims and demands arising out of misuse of the common areas, damage or injuries to person or property from any cause whatsoever in or about or in any way connected with the property, and defend at the expense of the person, persons or committee to whom a permit is issued all suits which may be brought out against the Corporation, its officers or employees, in respect of any such claim or demand and pay all the judgments, fines or penalties that may be rendered against the Corporation, its officers or employees on that account thereof.

2. Any and all losses, costs or damages incurred by the Corporation by reason of a breach of any provision in the Declaration, by-laws and/or rules and regulations of the Corporation in force from time to time, by any owner, shall be borne and/or paid for by such owner, and may be recovered by the Corporation against such owner in the same manner as common expenses.

These rules are effective the 15th day of February 2021.

Niagara North Vacant Land C.C. No. 214:

Per:


Name: LYNN SAWATZKY
President


Name: WALLY JEDAN
Secretary

“We have the authority to bind the Corporation.”

c/s