

**YORK CONDOMINIUM CORPORATION NO 323 REVISED CONSOLIDATED**  
**RULES AND REGULATIONS 2016**

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**May 2016**

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**Article I**

**General Regulations**

*The following Rules shall be observed by each owner, and the term "owner," unless otherwise defined in a specific Article hereof, shall mean "owner" as defined in the Condominium Act for the purposes of compliance with the Act, Declaration, By-laws and Rules, and includes residents, occupants and/or tenants or licensees, their families, visitors, guests, help and persons having business with them or agents of any of the above. Units 1 to 9 Inclusive Level 1 describes the Townhouses on Gothic Ave. In this Rule, unless stated otherwise, "shall" indicates a mandatory requirement; "should" indicates a recommendation or that which is advised but not mandatory; and "may" indicates an advisory or optional statement.*

1. 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 consent of the Board, except that the owners of Units 1 to 9 inclusive, Level 1, may display the usual sign offering a unit for sale or rent. All owners may display notices or advertisements on the notice-boards in designated areas or Board approved devices and methods.
2. No television antenna, aerial, tower or similar structure and appurtenances thereto shall be erected on or fastened to any unit, or any portion of the common elements, except for or in connection with a common television cable system.
3. No additional doors, screens, awnings or shades shall be erected over and outside of the windows, balconies or patio of any unit without the prior written consent of the Board.
4. Nothing shall be placed on the outside of window sills and balcony railings.
5. No mops, brooms, dusters, rugs, bedding etc. shall be shaken or beaten from any window, door or those parts of the common elements over which the owner has exclusive use.
6. Nothing shall be thrown out of the windows or doors of the building or over any balcony or railing or terrace or roof. An owner shall not permit anything whatsoever (including cigarette butts) to fall from the windows or doors of a unit nor shall any owner sweep or throw from the premises any dirt, water or other substance upon the common elements.
7. No plumbing or electrical alterations within any unit or within any partition, bearing or party wall, shall be made without the prior written consent of the Board.
8. Owners shall not overload existing electrical circuits. Electrical circuits shall be used in accordance with the requirements of the Ontario Building Code, approved plans and specifications for electrical wiring within the building, and any other relevant governmental code, ordinance and regulation. All electrical appliances or equipment used in any unit shall comply with the applicable regulations and codes of appropriate authorities from time to time in force.
9. No owner shall do, or permit anything to be done, in a unit, or bring or keep anything therein which will in any way obstruct or interfere with the rights of other owners, or in any way injure or bother them, or conflict 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.

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10. No owner shall do, or permit anything to be done, in a unit, or bring 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 conflict with the laws relating to fire or with the regulations of the Fire Department. No combustible or offensive goods, provisions or materials shall be kept on the property, provided that nothing in this rule shall prevent storage of a reasonable quantity of wood in any of Units 1 to 9 inclusive, Level 1, which at the time of registration under The Condominium Act contained an open fireplace as part of the unit.

11. The toilets, bathtubs, showers and sinks 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. The cost of repair of any damage resulting from misuse or from unusual or unreasonable use shall be borne by the owner who causes the damage.

12. Water shall not be left running unless in actual use. All faucets and toilet tanks shall be properly maintained by the owner, to prevent leakage and avoid wasting water and energy.

13. A large building inherently generates a large amount of ambient noise. Owners are requested to apply caution and consideration to minimize the impact of their activities on others.

14. Owners shall not create or permit the creation of or continuation of any noise or nuisance which exceeds municipal bylaws or in the opinion of the Board or the Property Manager may or does disturb the comfort or quiet enjoyment of the property by other owners.

15. No noises, caused by any instrument or other devices which exceed municipal bylaws and/or in the opinion of the Board disturb the comfort of other owners, shall be permitted.

16. Any maintenance or renovation work undertaken in a unit by or on behalf of an owner and which may result in noise or disturbance to other residents must be confined to the following hours:

8:00 a.m. - 6:00 p.m., Monday to Saturday inclusive.

17. Owners may not leave, place, or permit to be placed or left upon the common elements, including those of which they have the exclusive use, any debris, refuse or garbage, except in accordance with the following stipulations:

a. Units 1 to 9 Inclusive Level 1 (Townhouses).

The owners of Units 1 to 9 inclusive, Level 1, shall be permitted to place garbage on their exclusive use common elements in containers approved by the Board or Property Manager. Such debris, refuse or garbage shall be contained in properly tied garbage bags and shall be disposed of as directed by the Corporation.

b. Units in High-rise Building 50 Quebec Avenue

Owners shall dispose of recyclables in the designated containers in the disposal room on each floor. Items are to be sorted, folded and placed into the appropriate container in accordance with City rules and postings in the disposal rooms. They are not to be deposited in the chute. Flammable materials including aerosol cans shall be placed in the Disposal Room and not deposited in the chute.

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18. Other debris, refuse or garbage shall be contained in properly tied garbage bags of a material and size that will prevent their tearing or disintegrating in the Disposal Room or chute and shall be placed in the chute and disposed of therein.
19. The use of the Garbage Disposal chute is confined to the designated period of 8:00 a.m. to 10:00 p.m. in order to minimize noise in adjoining suites.
20. Over-sized items such as large boxes and cartons, packing cases, crates, discarded furniture, etc. shall be placed in the Recycle Room adjacent to the Garage Entrance Ramp and shall not be placed in the Disposal Rooms located on each floor.
21. "Construction garbage" or garbage generated by the renovation of a unit shall be disposed of by the contractor or other party carrying out the renovation and shall not be disposed of via the Corporation's garbage disposal system.
22. 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 for access to and from their respective units.
23. No one shall harm, disturb, damage, destroy, alter or litter any of the landscaping work on the property, including grass, trees, shrubs, hedges, flowers or flower beds.
24. 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.
25. All owners shall abide with the applicable statutes and by-laws.
26. Any loss, cost or damages incurred by the Corporation by reason of a breach of any rules or regulations in force from time to time by any owner, shall be borne by such owner and may be recovered by the Corporation against such owner.
27. No dogs shall be kept or allowed anywhere upon or within the property, including the units, the common elements and the exclusive use common elements, except that the owners of each of Units 1 to 9 inclusive, Level 1, shall be permitted to keep one dog in each of those units or upon that part of the common elements of which they have the exclusive use. In addition, no animal, livestock or fowl other than a pet (pets as defined in the Declaration and in this rule excludes dogs) shall be kept or permitted within or upon the property, including the units, the common elements and the exclusive use common elements, and no pet that is deemed by the Board, acting reasonably, to be a nuisance shall be kept or allowed upon or within the property.
28. Guests are not permitted to bring dogs anywhere within or on the property.
29. Owners are permitted to have no more than two pets. Dogs are prohibited except in Units 1 to 9 inclusive, Level 1. Owners of Units 1 to 9 are not permitted to have more than two pets including one dog.
30. No pets shall be allowed upon the common elements unless held by a leash or carried by the owner. All pets must at all times be kept under personal supervision and control.

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31. All pet droppings on the common elements including exclusive use common elements shall be removed by the pet owner immediately. Repeated violations shall constitute sufficient grounds for the removal of the pet by resolution of the Board.
32. Disturbing noises or objectionable behavior of pets within or upon the property shall constitute sufficient grounds for the removal of the pet by resolution of the Board.
33. Owners shall be responsible for any damage or additional maintenance to the common elements caused by their pets and will be assessed and charged therefore.
34. All owners shall comply with the laws of the Province of Ontario and any municipal by-law, regulation or ordinance with regard to the keeping of pets.
35. Any owner who keeps or allows a pet within or upon the property contrary to these rules or any of them, shall within two (2) weeks of receipt of written notice from the Board, permanently remove such pet from the property.
36. No auction shall be held on the property.
37. One locker is assigned for each unit. Owners are to supply their own padlock to secure the door if so desired. Owners shall not store toxic chemicals or flammable goods in their lockers.
38. Owners shall not interfere with or obstruct the overhead fire-protection sprinkler system in the locker rooms.
39. Owners shall not store goods on top of their lockers.
40. Owners shall not store combustible materials in their lockers.

**Smoking**

41. All forms of smoking, including, cigarettes, cigars, pipes and any other methods of smoking tobacco or any other substances, are banned in all individual units and common elements of the high-rise building at 50 Quebec Avenue. This includes all common areas, including entrances, lobby, hallways, stairways, recreational rooms, toilets, elevators, exclusive use areas and units.
42. Rule 41 does not apply to any unit as of May 2016 occupied by a person who regularly smokes, as long as they register their unit as a smoking unit with management and provided that the rule will apply to any new owner of an owner occupied unit and or tenant of a leased unit or to any new owner who goes into possession of a formerly leased unit.
43. Any person who enters into a lease with a new tenant of a unit after the effective date of this rule 41 (May 2016) will include a provision requiring that the tenant not breach rule 41 and the unit owner shall be responsible for taking any steps necessary to insure the tenant complies with rule 41 at the unit owner's expense.
44. Rule 41 does not apply to units 1-9 level 1.
45. Birds, especially pigeons, shall neither be fed nor permitted to stay on owner's balconies. In case of nesting management should be immediately advised to facilitate removal of the nest.

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**Article II**

**Units and Exclusive Use Common Elements**

1. No owner shall place any reflective or insulating materials or coverings in or on any exterior window or door unless written approval is given by the Board of Directors.
2. Owners should be aware that renovations, improvements and other installations made to their units by them or by former owners and/or residents of the unit beyond the standard unit defined in By-Law 8 are not covered under the corporation's insurance and that they are therefore responsible to obtain any necessary coverage under their personal insurance.
3. Any changes or additions that are proposed to the Common Elements or to the "Exclusive Use" Common Elements are subject to Section 98 of the Condominium Act and require a signed agreement with the corporation to be registered on Title prior to the commencement of any work on the installation.
4. An owner may make, install or may cause to be made or installed, any fixture, improvement or other installation in his or her unit, and shall be responsible for the cost of the removal and replacement of the same should it be necessary for the maintenance or repair of any common element. No plumbing or electrical alterations within any unit or within any partition, load-bearing or party wall, shall be made without the prior written consent of the Board. The Board reserves the right to require the employment of professional, licensed plumbers and/or electricians who are familiar with hi-rise apartment buildings and the fire code.
5. If an owner makes, installs, or has caused to be made or installed, any fixture, improvement or other installation in his or her unit, he or she shall be responsible to obtain and fully comply with the Declaration and By-laws of the Corporation as well as any necessary building, construction and/or other permits (proof of which may be required by the Board). Nothing in these Rules entitles an owner to Board approval of any particular change, which approval shall be in the absolute discretion of the Board.
6. The installation of hardwood and/or tiled flooring is permitted subject to the written approval of the Board which approval will only be granted following provision of a sample and/or technical description of the material being used for impact and sound insulation together with certification, by YCC 323 Management, that the proposed material qualifies for the Impact Insulation Class rating established by the Board at the time of the installation.
7. Regardless of prior written approvals given under above rules, if complaints about noise due to the installation of the hardwood/tile flooring are subsequently received, which the Board, in its sole discretion, may consider to constitute a disturbance to other residents, the Corporation may require the owner of the unit to carpet the areas of concern and/or to take such other remedial steps as may be reasonably necessary, all at the owner's expense.
8. The balconies are not part of an owner's suite but are common elements of which an owner has exclusive use. Nothing shall be placed on the balconies without the consent in writing of the Board of Directors provided always that an owner may leave seasonal furniture or plants on a unit's balcony or terrace.
9. Balconies shall not be used for storage.
10. No owner shall enclose any part of a balcony or patio area.

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11. Nothing may be affixed to the balcony floors or walls unless the owner first obtains the consent in writing of the Board of Directors. The owner will be required to comply with such engineering and materials standards as may have been approved by the Board. The Corporation will not be responsible for any damage occurring to items affixed with the Board's consent in the course of maintenance or repair of the balcony. Anything affixed without the consent of the Board shall be removed at the cost of the owner
12. Owners shall remove and are responsible for removing and replacing such tiling or other covering at the request of the Corporation to permit the Corporation to carry out repairs and/or maintenance of the exclusive use or non-exclusive use common elements.
13. Where an owner has placed seasonal furniture or plants or any other object on or within a balcony or patio area, the owner shall indemnify and save harmless the Corporation from any claim for loss or damage incurred or sustained by the Corporation as a result of such use of the balcony or patio area. An owner must remove any such furniture, plants or other objects when requested to do so by the Corporation, if such removal is required to permit access for the carrying out of repairs or maintenance of the exclusive use common elements by the Corporation.
14. No hanging or drying of clothes visible from the outside is permitted on balconies or patios.
15. No portion of the common elements shall be painted, decorated or otherwise dealt with by anyone other than the Corporation without the express written consent of the Corporation.
16. Each owner shall deposit with the Management Office one duplicate of each key necessary to allow access to that owner's unit, to be kept and used only according to a strict procedure laid down by the Board of Directors to safeguard individual privacy and security.
17. The Corporation or any insurer of the property or any part thereof, their respective agents or any other person authorized by the Board, shall be entitled to enter any unit or any part of the common elements over which any owner has the exclusive use, at reasonable times and upon giving reasonable notice, for the purpose of making inspections, adjusting losses, making repairs, correcting any conditions which violate the provisions of any insurance policy or policies, remedying any conditions which might result in damage to the property, or carrying out any duty imposed upon the Corporation.
18. Excessive storage of materials (hoarding) creates a fire hazard and prevents access of agents of the corporation to conduct necessary repairs on common elements or part of common elements. Owners shall keep their units sufficiently free of materials such that there is sufficient space for agents of the corporation to conduct their repairs. Excessive material should be stored in the locker room or at offsite storage facility. Owners shall not keep excessive materials stored in a unit and shall remove them if they create a hazard and, in the opinion of the Board or Property Management and Board, endanger the lives and/or property of other unit owners.

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19. The Corporation or anyone authorized by it may determine whether an emergency exists. In case of an emergency, an agent of the Corporation may enter a unit at any time and without notice, for the purpose of repairing the unit, common elements or part of the common elements over which any owner has the exclusive use or for the purpose of correcting any conditions which might result in damage or loss to the property.
20. If an owner shall not be personally present to grant entry to the unit, the Corporation, or its agents, may enter upon such unit without rendering it, or them, liable to any claim or cause of action for damage by reason thereof, provided that reasonable care is exercised by the Corporation or its agents.
21. The rights and authority hereby reserved to the Corporation, its agents, or any insurer or its agents, do not impose any responsibility or liability whatever for the care or supervision of any unit except as specifically provided in the Declaration or the By-laws.
22. Owners shall not permit an infestation of pests, insects, vermin or rodents to exist at any time in a unit or adjacent common elements. Owners shall immediately report to the Property Management Office all incidents of pests, insects, vermin or rodents.
23. Upon receipt of at least one (1) weeks' notice in writing, or such shorter period in the event of an emergency, each unit owner shall permit entry to his or her unit for the purpose of the conducting of pest control operations including any spraying program. Each unit owner shall prepare the unit in the manner prescribed in the aforesaid notice and shall permit and facilitate entry into the unit by any pest control personnel authorized by the Board and shall cooperate in order to carry out the full intent of this Rule.



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**Article III**

**Common Elements**

1. Owners should be aware of the applicable provisions of the Condominium Act and particularly the requirements under the applicable Section, that any changes or additions that are proposed to the Common Elements or to the "Exclusive Use" Common Elements are subject to the applicable Section of the Condominium Act and require a signed agreement with the corporation to be registered on Title prior to the commencement of any work on the installation.
2. Nothing shall be placed upon the common elements without the written consent of the Board, except as may be expressly permitted by these Rules.
3. No furnishings or equipment shall be removed from any of the common elements (other than exclusive use common elements) by or on behalf of any owner.
4. An owner shall not do or permit anything to be done on the common elements or bring or keep anything thereon which will in any way increase the risk of fire or the rate of fire insurance.
5. The front entrance to the high-rise building at 50 Quebec Avenue is for personal entry and exit only. The delivery and transportation of any furniture, large boxes, mechanical parts or equipment shall take place through the P1 Level SW entrance door, adjacent to the Parking Garage entrance ramp.
6. Bicycles are not permitted in the elevators, the units or the exclusive use common elements and must be taken to and stored in the designated Bicycle Rooms by entering through the ramp and garage door.
7. Elevators shall not be used in any manner that will endanger or inconvenience other owners. Without limiting the generality of the foregoing, elevators shall not be overloaded, and doors shall not be pried open or kept open by any device that will prevent them from closing.
8. In the common area, moving of any items larger than one person can carry requires prior Management Office approval.
9. Owners are required to wear acceptable clothing and footwear when using common entrances, hallways, lobby, stairways and elevators. Acceptable footwear and cover-ups over swimwear must be worn to travel to and from the Swimming Pool.
10. Any physical damage to a common element caused by an owner shall be repaired by arrangement and under the direction and sole discretion of the Property Manager at the cost and expense of the owner.
11. No barbecuing is permitted on the common elements other than outside the Multipurpose Room when it is reserved for Board organized functions.
12. Smoking is prohibited in all areas of the common elements of the high-rise building at 50 Quebec Avenue, including entrances, lobby, hallways, stairways, recreational rooms and elevators.
13. No activities which may interfere with the security and welfare of the owners or of the property of the Corporation are permitted anywhere in or on the common elements.

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**Article IV**

**Moving Procedures**

1. Moves in or out of the high-rise building, or major deliveries, may take place only by the service elevator, as designated by Management, and only through the P1 Level SW entrance door adjacent to the Parking Garage entrance ramp. Moving vans should park at the Garage entrance, but without blocking the driveway.
2. The service elevator must be booked at least twenty-four (24) hours in advance of a move or a major delivery, on a first come, first served basis.
3. No elevator may be used for moving furniture or any bulky objects without prior arrangement with Management and the placement of protective padding in the elevator.
4. Moves in or out are restricted to:

Monday to Saturday: 8:00 a.m. to 6:00 p.m.

No moves or major deliveries are permitted on Sundays or Statutory Holidays.
5. Moves in and out of the building are subject to a Damage Deposit of \$ 250.00 which must be paid at the time the service elevator booking is made, in cash or Certified Cheque payable to the Corporation. The Deposit is refundable upon completion of the use of the elevator and facilities, subject to the conditions set out below:
6. Where damage to the service elevator or to any other parts of the common elements has been caused by the movement of furniture or equipment into or out of a residential unit by reason of the sale, rental or transfer of ownership of said unit, both the original and the new owner of the unit shall be jointly and severally responsible to the Corporation for the cost of repairing such damage.
7. The elevator designated for service and the related common elements (corridors or hallways, doors, etc.), shall be inspected by the Superintendent at the beginning, as well as at the conclusion, of the move. Any damage(s) resulting from the move shall be documented and the Deposit withheld. The cost of repair shall be assessed by the Property Manager as soon as possible following the move and the Property Manager's decision in this regard shall be final. Subject to such assessment, the Deposit shall be used to cover expenses for repairs; any surplus shall be refunded; if a shortfall remains, it will be invoiced to the person who made the original deposit.
8. Upon moving from a unit, the owner vacating the premises shall surrender the common element keys/fobs (Including Tennis Court, Sauna, Swimming Pool, Garage Door, Storage Room) in his or her possession or control, to the Management Office. New owners acquiring a unit must register with the Management Office prior to their move-in date at which time common element keys/fobs may be obtained and registered in accordance with established building procedure. Management will disable all fobs not registered by the new unit owners.

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**Article V**

**Security Respecting Tenancies**

*In this Article, "owner" means the owner of a unit and does not include a tenant.*

*In addition to Sections (1 & 2) of Article IV of the Declaration, the following Rules shall apply to the use and occupation of units which are not occupied by a unit owner:*

1. No unit shall be occupied under a lease or license arrangement for transient or hotel purposes. All leases should be for a minimum duration of at least 6 months.
2. No portion of a unit (other than the entire unit) shall be partitioned or divided for use as a single-family residence as defined according to the City of Toronto Zoning By-laws.
3. In order to ensure and to facilitate practical and full compliance with the applicable Section of the Condominium Act, as amended (the "Act") and with Article IV of the registered Declaration, an owner shall immediately provide to the Corporation a completed and executed lease or a Form 5 (Summary of Lease or Renewal) and such other information as the Board may from time to time reasonably require.
4. Prior to the commencement date of a tenancy, an owner shall provide access to the unit to the Corporation for the purpose of inspecting the unit, including air-conditioning/ heating units and plumbing fixtures to ensure that the unit has been maintained in a good state of repair in accordance with the Declaration and the applicable Section of the Act, and the owner shall forthwith comply with any notice from the Corporation requiring the owner to effect repairs to the unit prior to the commencement date of the tenancy.
5. Prior to the commencement date of the tenancy, the owner shall deliver to the Corporation an Agreement duly executed by the tenant in accordance with the Declaration. In the event that the owner fails to provide such Agreement and to comply, with the applicable Section of the Act, any person or persons intending to reside in the owner's unit shall be deemed to be a trespasser and entry to or upon the common elements may be expressly denied by the Corporation until and unless such person or persons and the owner comply with the Rules and with the Act. No reservation of an elevator for move-in by a tenant will be permitted until said Agreement and said information required by foregoing Rule No. 1(c) has been provided to the Corporation.
6. Within thirty (30) days of an owner ceasing to rent a unit, or within thirty (30) days of an owner being advised that a tenant has vacated or abandoned a unit, as the case may be, an owner shall notify the Corporation in writing that the unit is no longer rented.

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**Article VI**

**Parking**

1. Each Unit is assigned one parking spot in the Garage. The parking spot is intended for use of motorized vehicles. The storage of miscellaneous goods is not permitted.
2. Parking is prohibited anywhere on the common elements except for parking spaces designated in the Declaration as being for the exclusive use of a particular owner and except for designated visitor and/or disabled parking spaces. Without limiting the generality of the foregoing, parking is prohibited in the following areas:
  - a. fire zones,
  - b. traffic lanes,
  - c. delivery and garbage pick-up areas, and
  - d. driveways.
3. All motor vehicles operated or parked in the garage must be registered with the Agent (Manager) of the Corporation.
4. No motor vehicle shall be driven on any part of the common elements at a speed in excess of the posted speed of 5 km/hr.
5. No motor vehicle shall be driven or placed on any part of the common elements not designated for the passage or placement of motor vehicles.
6. Drivers shall turn on the headlights of a motor vehicle when entering or driving within the parking garage.
7. In the event of the mechanical breakdown of a motor vehicle, the owner of such vehicle shall push the vehicle out of a right-of-way and notify the superintendent of the breakdown and remove the motor vehicle as soon as a tow truck can be obtained.
8. No car washing shall be permitted.
9. No repairs other than minor emergency repairs may be made to any motor vehicle parked or left standing in any part of the parking garage or upon the common elements.
10. An owner may use the parking space allocated to that owner's unit only for parking a private passenger motor vehicle and/or a motorcycle, trailer with boat or skidoo or camper where space permits as determined by the Agent of the Corporation.
11. No owner shall store or leave any objects, including but not limited to tires, bicycles, firewood, cans, bottles and containers in the parking space allocated to a unit, or any other parking space leased from any owner.
12. No person shall park or use a motor vehicle in contravention of these rules; otherwise such person shall be liable to be fined and/or to have his or her vehicle towed from the property. Neither the Corporation nor its agents shall be liable whatsoever for any damage, costs or expenses whatsoever caused to such motor vehicle or to the owner thereof.

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13. No person shall place, leave, or permit to be placed, within the parking garage or upon the common elements any motor vehicle which, in the opinion of the Property Manager or the Board may, by its condition, pose a security or safety risk, or that may cause damage to the property. Upon seventy-two (72) hours written notice from the management, the owner of the vehicle shall be required to either remove or attend to the vehicle as required and directed by the superintendent. In default the vehicle shall be removed from the property at the owner's expense.

14. If a motor vehicle is left standing in a parking space or upon the common elements and is un-plated or unregistered with the Corporation, the vehicle may be towed away at the owner's expense.

15. No objects of any kind are permitted to be suspended from the ceiling or walls of the parking garage.

16. Motorcycles shall be plated and equipped with the most recently approved noise control devices and operated only on the roads and driveways and in a manner not to disturb the residents.

17. With the exception of Corporation motorized vehicles, no unlicensed vehicles, motorcycles, seasonable vehicles or other mobile equipment shall be ridden within the complex and no person shall operate a motorized vehicle within the complex without proper operating licenses. The operation of motor vehicles is limited solely to safe ingress and egress to and from the property.

18. An owner or tenant may only park additional motor vehicles in the underground parking area if a parking space is available for lease from another owner and such a lease has been approved by the Board. Owner wishing to park a second vehicle shall enter into a lease agreement with a lessor owner and register it with the Property Manager.

19. E-Car (Electric Car) owners may install an approved electrical connection for recharging their vehicle in designated parking spaces. Owners are required to complete documentation of responsibility and liability with the Property Manager before installing the electrical connection. Installation, maintenance, and ongoing meter costs are the sole responsibility of the owner or lessee. Residents renting an owner's parking space must receive written consent from the owner before requesting management approval.

### **Bicycle Storage**

*There are three Bicycle Storage Rooms on the P1 and P2 level, within the Parking Garage. The Management Office assigns specific storage locations to Residents bicycles. Primary access to the Bicycle Storage Rooms is through the main Garage Entrance or the side door adjacent to it.*

20. Bicycles are not permitted in the elevators, the units or the exclusive use common elements (i.e. Balconies) and must be taken to and stored in the designated Bicycle Rooms by entering through the ramp and garage door.

21. Bicycle spaces are limited and are assigned by management. Bicycles have to be registered with management and can only be stored in the assigned rooms and rack locations. Assigned racks may only be used by owner of the units they have been assigned to.

22. Bicycles must be stored in the assigned racks.

23. If bicycle racks are no longer used by the assigned users, management has to be notified so it can reassign the racks. If owners move, the racks will be automatically reassigned and any remaining bikes removed.

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24. Owners are responsible to keep the Bicycle rooms clean and free of debris and discarded bicycles. Discarded bicycles are either to be recycled or stored in the owners' locker rooms.
25. Management assumes no responsibility for loss or damage. *Owners are urged to lock bicycles securely. It is also recommended that bicycles are registered with the police.*

**Visitor Parking**

*The Corporation maintains fourteen 14 ground level parking spaces at the front entrance to the building. These spaces are exclusively reserved only for the use of "Visitors". Two spaces are reserved for "Disabled Visitors" and may be used only by vehicles displaying a valid "Accessible Parking Permit" or "Disabled Person Parking Permit". The Corporation may change these designations from time to time.*

26. Any parking spaces in front of the building, which are indicated by signs designating "VISITOR PARKING", are exclusively reserved for the use of visitors. No resident may park in such visitor parking space. This includes any space or spaces specifically designated for "Visitor Disabled Parking". Residents may not authorize people who are not visiting them to use a visitor parking space for any other purpose.
27. Residents must obtain permits on behalf of their guests if they will be parking overnight. Permits for guest parking for up to three (3) nights may be obtained from the Management Office upon request. Extended overnight parking must be authorized by the Property Manager and is limited to a maximum of fourteen (14) nights per month.
28. Residents may park their vehicles in visitor parking spaces, if other spaces are available, for up to 30 minutes. If a resident parks in a visitor space for more than 30 minutes or on any other part of the common area except their assigned space or a space that they are renting the property manager or a superintendent shall:
- a. on the first occasion post a warning notice on the vehicle and, if the resident is not an owner, mail a copy to the owner of the resident's unit;
  - b. on a second occasion shall be entitled to recover an administrative expense of \$50.00 and post a notice of same on the vehicle and, if the resident is not an owner, mail a copy to the owner of the resident's unit;
  - c. on a third occasion shall be entitled to recover an administrative expense of \$100.00 and post a notice of same on the vehicle and, if the resident is not an owner, mail a copy to the owner of the resident's unit;
  - d. on a fourth occasion shall have the vehicle towed at the owner's expense and shall deliver a notice to the resident advising that the vehicle has been towed, where it can be collected and the amount of the cost of the towing charge vehicle and, if the resident is not an owner, mail a copy to the owner of the resident's unit;
  - e. all amounts due under this section shall be treated as condominium fees and, if not paid, will be added to the owner's account and may be collected as fees in arrears; and
  - f. unauthorized vehicles may be issued Parking Enforcement Tickets and vehicles may be towed at the discretion of the Property Manager and at the owner's expense.

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**Article VII**

**Recreational Facilities**

*All persons using any of the recreation facilities do so at their own risk and must comply with specific directions and instructions relating to the use of such facilities and equipment as regulated by the Corporation.*

**Multipurpose Room**

1. The space may be rented for exclusive use only by a resident of Y.C.C. 323 and that resident must be present in the Multipurpose Room for the entire period of the exclusive use.
2. Application must be made at least two (2) weeks in advance of the function date. Availability is subject to prior reservation of the Multipurpose Room by another resident or for a Corporation-approved event.
3. The non-returnable room rental cleaning expense is fifty (\$50.00) dollars and a one hundred (\$100.00) dollar damage deposit must also be paid. The applicant must pay these two amounts in advance (by separate cheque) in order to obtain a reservation of the Room.
4. All personal belongings and refuse must be removed after the function and, in any event, no later than 11:00 a.m. of the day following the function.
5. The applicant must accompany a member of staff of Y.C.C. 323 to inspect the Multipurpose Room no later than 11:00 a.m. of the day following the function to confirm that the room is clean and undamaged. If the room is not left in a broom clean condition, the cost of cleaning will be deducted from the deposit. If there is any damage, the cost of repair of the damage will be deducted from the deposit.
6. The applicant agrees to accept full responsibility for his/her visitors, guests, agents, and for any damage incurred in the Multipurpose Room or in or about the premises resulting from the use of the Multipurpose Room, and the applicant further agrees to replacement or repairs at current market value in accordance with the declaration, by-laws and the rules and regulations of the Corporation. Any charges resulting from the above, in excess of the \$100.00 deposit will be assessed against the unit owner and these additional charges will be collected in the same manner as common expenses.
7. Music and dancing are allowed in the Multipurpose Room until 11pm.
8. Drinking and/or eating shall be confined to the Multipurpose Room and shall not be permitted in any corridor, stairwell or any other common element areas of the complex.
9. The Corporation, its staff and/or Management, shall not be held liable for any accident or incident involving a visitor, guests or agents of the applicant, no matter how caused.

**Games Area**

10. The Games Area and equipment are solely for the use of owners and occasional guests. Non-resident guests must be accompanied by an owner.
11. Children under sixteen (16) years of age may use the Games Area only with the authorization of an adult owner who is responsible for ensuring that the equipment is used safely and appropriately.

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12. Use of the equipment is at the user's own risk.
13. Due care must be taken when using the equipment. Anyone with health problems should consult a physician prior to participating in strenuous games.
14. No equipment may be removed from the Games Area.
15. Food consumption is prohibited in the Games Area.
16. Use of the equipment should be limited to a thirty (30) minute session if someone else is waiting to use it. Sessions should begin on the hour and half hour.
17. Portable radios may not be played at a volume which is objectionable to others present.
18. Personal property or equipment may not be stored in the Games Area.

**Exercise Room**

19. The Exercise Room and equipment are solely for the use of owners and occasional guests. Non-resident guests must be accompanied by an owner.
20. Children under sixteen (16) years of age may use the Exercise Room only if accompanied by an adult who is responsible for ensuring that the equipment is used safely and appropriately.
21. Use of the equipment is at the user's own risk.
22. Due care must be taken when using the equipment. Anyone with health problems should consult a physician before participating in strenuous exercise.
23. No equipment may be removed from the Exercise Room.
24. Food consumption is prohibited in the Exercise Room.
25. Use of the exercise equipment should be limited to a thirty (30) minute session if someone else is waiting to use it. Sessions should begin on the hour and half hour.
26. Portable radios may not be played at a volume which is objectionable to others present.
27. Equipment used must be left in a clean and tidy condition.
28. Suitable gym shoes must be worn.
29. Personal property or equipment may not be stored in the Exercise Room.

**Saunas**

30. The Saunas and adjacent washrooms are solely for the use of owners, tenants and occasional guests. Non-resident guests must be accompanied by an owner.
31. Children under sixteen (16) years of age may use the Saunas only if accompanied by an adult owner who is responsible for ensuring that the Saunas are used safely and appropriately.
32. Use of the Saunas is at the user's own risk.



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33. Due care must be taken when using the Saunas. Anyone with health problems should consult a physician prior to using it.
34. Consumption of food is prohibited in the Saunas.
35. Use of the exercise equipment should be limited to a thirty (30) minute session if someone else is waiting to use it. Sessions should begin on the hour and half hour.
36. Portable radios may not be played at a volume which is objectionable to others present.
37. Equipment used must be left in a clean and tidy condition.
38. Personal property or equipment may not be stored in the Sauna.

**Joint Recreational Facilities**

*All persons using the joint recreational facilities do so at their own risk and must comply with specific directions and instructions relating to the use of such facilities and equipment as regulated by the Joint Board of York Condominium Corporation No. 323 and York Condominium Corporation No. 435.*

39. The joint recreational facilities include the Swimming Pool and Tennis Courts. See: Rules and Regulations re: Joint Recreation Facilities

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**Article VIII**

**Enforcement**

1. These Rules apply to all present and future owners, tenants, and residents of units, their families, guests, invitees or licensees, as provided by the applicable Section of the Condominium Act and Article IV (1) (d) of the Declaration, all of whom shall be subject to and shall comply with the provisions of the Act, the Declaration, the By-laws, and any other Rules and Regulations of the Corporation.
  
2. In addition to all other means of enforcement available to the Corporation, the Act provides the Corporation with the authority to commence legal proceedings to enforce the Rules.
  
3. Any loss, cost or damages incurred by the Corporation by reason of a breach of any Rules or Regulations enforced from time to time by any owner may be recovered by the Corporation against such owner.

**DATED at Toronto, Ontario, this 14th day of August, 1996 and revised as of this 27th day of September, 2007 to be effective on the 1<sup>st</sup> of December, 2007 and revised as of this 31st day of March, 2016 to be effective on the 1<sup>st</sup> of May, 2016.**

**YORK CONDOMINIUM CORPORATION NO. 323**

Per:

Patricia Rae, President	Tony Mezaros, Secretary	1996
Yves Fournier President	Bill Henderson, Secretary	2007
Catherine Paul-Chowdhury, President	Gord Hamilton, Secretary	2016