

## YORK CONDOMINIUM CORPORATION NO. 529

### RULES AND REGULATIONS

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 unit owner who, or whose family, guests, visitors, servants, clerks or agents shall cause it.
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 of Directors. With the manager's approval, real estate signs may be set up at the property line by the street in designated areas only.
3. No awnings or shades shall be erected over the outside of the windows or balconies without the prior written consent of the Board of Directors.
4. No unit 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 on any building, or on property kept therein, or obstruct or interfere with the rights of other unit owners, or in any way injure 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 unit owner, or conflict with any of the rules and ordinances of the Board of Directors of Health or with any statute or municipal by-law.
5. Nothing shall be placed on the outside of window sills or projections, without prior consent of the Board of Directors of directors.
6. Water shall not be left running unless in actual use.
7. No unit owner or occupant shall place, leave or permit to be placed or left in or upon the common elements including those of which he has the exclusive use, any debris, refuse or garbage except on days designated by the Board of Directors or manager as garbage pick-up days nor shall he directly carry or place same or any recyclable materials in any area other than designated by the Corporation as a central garbage or recycling depository.

Such debris, refuse, garbage or recyclable materials shall be properly tied or contained in polyethylene or plastic garbage bags not exceeding twenty five pounds per bag in weight. Where such debris, refuse, garbage or recyclables consists of a quantity in excess of twenty five pounds, the unit owner shall arrange with the manager for the proper disposal thereof and such debris, refuse, garbage or recyclable materials shall not in any event be left outside the unit.

No construction debris or similar refuse or recyclables resulting from major renovation or repair work in a unit owner's unit shall be left or permitted to be left in or upon the common elements.

8. Unit owners, tenants, 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 of Directors or the manager, may or does disturb the comfort or quiet enjoyment of the property by the other unit owners, their families, guests, visitors, servants, and persons having business with them.

9. Nothing shall be thrown out of the windows or doors of the buildings.

10. No animal, livestock or fowl other than a pet shall be kept on the property and no pet that is deemed by the Board of Directors or manager, in its absolute discretion, to be a danger or a nuisance shall be kept by any unit owner in any unit or in any other part of the property. Any unit owner who keeps a pet on the property or any part thereof shall within two weeks of receipt of a written notice from the Board of Directors or the manager requesting the removal of such pet, permanently remove such pet from the property.

11. Unit owners shall not overload, or permit to be overloaded, existing electrical circuits.

12. No auction sale shall be held on the property.

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

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

15. Except in an emergency, no noise caused by repairs or renovations to a unit shall be permitted on weekends, holidays or outside of regular daytime working hours.

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

17. No mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any window, door or those parts of the common elements over which the unit owner has exclusive use. Only seasonal furniture is allowed on exclusive use balcony areas and said balcony areas shall not be used for cooking or barbecuing. No hanging or drying of clothes is allowed on any exclusive use common elements above the top level of the balcony railing so as to be readily visible, and the exclusive use common elements shall not be used for storage.

18. 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 by the Corporation in connect with a common television cable system.

19. No building or structure or tent shall be erected, placed, located, kept or maintained on the common elements and no trailer either with or without living, sleeping or eating accommodation shall be placed, located, kept or maintained on the common elements.

20. 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.

21. Unit owners shall not operate dishwashers unless a person is present in the unit and no clothes washer or dryer shall be operated or installed in the unit.

22. Household furniture and effects shall not be taken into or removed from any unit except at such times and in such manner as may have been previously consented to and approved by the Board of Directors or the manager, nor shall any heavy furniture be moved over floors and the halls, landings, or stairs so as to mark or damage them.

23. No motor vehicle, camper van, trailer, boat, snowmobile, mechanical toboggan, machinery or equipment of any kind other than a private passenger automobile or motorcycle shall be parked on any part of the common elements including the designated parking spaces, nor shall any repairs be made to any motor vehicle of any kind on any part of the common elements and no motor vehicle of any kind shall be driven on any part of the common elements other than on a driveway or parking space.

24. No unit owner or occupant shall place, leave, park or permit to be placed, left or parked in or upon the common elements or parking space any motor vehicle which is unlicensed or which, in the opinion of the Board of Directors or the manager, may pose a safety or security risk, either caused by its length of unattended stay, its physical condition or its potential damage to the property. Upon two weeks' written notice by the Board of Directors or the manager, the unit owner of such vehicle shall be required to attend to his vehicle as circumstances require and as directed by the Board of Directors or the manager, except in such circumstances where the unit owner of such vehicle is unknown to the Board of Directors and manager and the vehicle is unregistered with the Corporation in which case no notice shall be required.

25. No unit owner or occupant shall park or permit to be parked, any motor vehicle of any kind in or upon the common elements or any parking space except that which has been previously designated by the Board of Directors of Directors as being the parking space allocated to said unit owner or occupant. Unit owners, occupant, tenants, their families, visitors, guests, agents, or servants shall not temporarily park any motor vehicle, including any space designated as visitor parking, without prior authorization from the Board of Directors the express consent of the unit owner or occupant or occupant previously assigned to that parking space.

26. No person shall park a motor vehicle in contravention of these rules or the parking regulations attached here to which form part of these rules and regulations in default of which such person shall be liable to be fined or to have his motor vehicle towed from the

property in which event the Corporation and 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.

27. At no time shall contractors or any persons having business with the Corporation be interrupted or interfered with while they are on-site performing their work or going about their business.

28. Unit owners, tenants, their families, guests, visitors, or persons having business with them, shall direct, in the first instance, all inquires re any matter concerning the condominium Corporation to the care of the manager. The Board of Directors of directors and/or Corporation officers other than the manager shall not be directly contacted unless said director(s) or officer(s) have given prior written notification otherwise, or are being served. At no time shall directors or officers be contacted after normal business hours or on holidays. In cases of emergency, the appropriate authorities shall be notified immediately, and the property manager shall be notified via any emergency telephone answering service that may be available.

29. No unit owner shall replace the covering of the floor in his unit without installing an appropriate sound-insulating barrier there under, which barrier shall meet general industry standards. In any event, a floor covering consisting of a carpet or a rug, plus an insulating underlay, shall be installed in the unit over 65% of the trafficable hard floor surfaces thereof, except dining and bed areas, and in all such instances felt pads shall be fitted to the underside of chair legs and other movable furniture.

30. The position of President of the Board of Directors may only be held for two consecutive terms. That position may be taken up again after a third term has expired if a director is re-elected. In cases of a director continuing to be elected this pattern of service will be ongoing. The two consecutive terms will again come into effect if a director is elected for further terms.

31. Smoking is prohibited in all common areas of the building including, without being limited to, the lobby, elevators, hallways, stairwells, parking garage, and recreational areas. Smoking is prohibited on the common element landscaped areas, the walkways, driveways, and within 3 meters from any door used to enter into and exit from the building. Smoking is permitted inside the dwelling units and on the exclusive use balconies and exterior common recreational areas and terraces, but only if, in the absolute discretion of the Board of Directors or property manager, it does not interfere with the health, or reasonably interfere with the comfort or enjoyment of the property by other unit owners, their families, guests, visitors, servants and tenants ("residents"). Residents shall, when notified by the Board of Directors or property manager, immediately take steps to avoid interfering with the health, comfort or enjoyment of the property by other residents. If such steps are not sufficient, in the sole and absolute discretion of the Board of Directors or property manager, then upon validation of any complaint and upon written notice from the Board of Directors or property manager, the affected residents shall immediately cease smoking inside their respective dwelling unit or exclusive use balcony or the exterior common recreational and terrace areas, as the case may be.

32. Any loss, cost or damages incurred by the Corporation by reason of a breach of any rules in force from time to time by any unit owner, his family, guests, servants, agents, or occupants of his unit shall be borne by such unit owner and may be recovered by the Corporation against such unit owner in the same manner as common expenses.

### 33. CONTRACTOR RENOVATION REGULATIONS

*Unit owners are permitted to renovate suites by employing outside contractors provided that the By-Laws and Rules and regulations of the Corporation are obeyed. All Owners must have their private unit renovation plans reviewed by the Board/ Property Manager prior to implementation to insure materials and workmanship will meet industry standards and conform to YCC 529 Rules & Regulations, By-laws, and Declaration.*

1. Renovations must be conducted by licensed and insured contractors for the protection of all owners.
2. Renovations must be approved by the Board/Manager prior to the commencement of the work.
3. Renovations involving any and all plumbing must be approved prior to the commencement of the work.
4. Renovations cannot cause any noise, which in the opinion of the board, may disturb the comfort of the other owners. Except in an emergency, no noise caused by repairs or renovations to a unit shall be permitted on weekends, holidays or outside of regular daytime working hours.
5. Deliveries into and out of the building can take place Monday to Friday only, by prior arrangement with the Corporation Officer. The service elevator should be reserved, in advance, through the Property Manager or Cleaner Persons transporting items into and out of the building will be held responsible for any damage occurring to Corporation property. Traps must be used to protect carpets for deliveries and debris removal. Deliveries are usually done through the garage.
6. A damage deposit of **\$300.00** is required upon booking and upon a satisfactory damage assessment, the damage/security deposit will be returned. **(Payable to Y.C.C. #529.)**
7. Delivery Hours: **Monday to Friday 8:00 am to 6:00 pm**  
**Saturday 12 noon to 5:00 pm**  
**No Deliveries: Sundays, or Holidays**
8. The Condominium Corporation has no facility for the disposal of renovation garbage/trash/debris. It is the unit owner's and/or their contractor's responsibility to completely remove any and all renovation debris from the property. No construction debris or similar refuse or recyclables resulting from major renovation or repair work in an owner's unit shall be left or permitted to be left in or upon the common elements.
9. Renovations are permitted only during the following hours:  
**Monday to Friday 8am to 6 pm.**  
**Saturday 12 noon to 5 pm.**  
**Not At All on Sundays or Holidays**

34. The Air Conditioning/Heating Units in these suites need regular maintenance. Semi-annual service is required for these dual temp HVAC units inside of each apartment in the Annex. It is essential that maintenance is performed on the condensate drain line to insure that the drain is free of debris. This will help to prevent backups and damage to units above and below. Failure to comply will result in the unit owner being responsible for damage to common elements and other units.

35. For the general safety of residents and to limit the access of strangers to the building rental of units (*or* rental of apartments) shall be no less than three (3) months.

- a). Any lease or tenancy of any dwelling unit in the Corporation shall be for a minimum term of at least 3 months. If such lease or tenancy is terminated, expires or otherwise ends prior to the last day of such 3 month period, then the dwelling unit shall not be re-leased, re-tenanted or otherwise occupied by anyone other than the owner or the owner's immediate family, until the expiry of such 3 month period.
- b). A lease of a unit may not be assigned or sub-let by the tenant, and the owner of the unit may not consent to such assignment or sub-lease.

### 36. **Etiquette for Rooftop Terrace Usage**

In order for all of us to share and enjoy this area, please ensure that these simple practices are adhered to.

- Put all furniture back where you found it;
- Do not drag furniture when you move chairs/tables, as the resultant noise disturbs the residents below;
- Clean up any spills or messes on, under and around the tables you use;
- We strongly recommend the use of plastic. Broken glass is a problem to clean up at night;
- Any glass broken at night must be cleaned up as much as is possible given that the rooftop has no lights. Recheck and remove the residue early the next morning so that early morning users are not in danger.
- Take cigarette butts, beer bottles/caps, wine bottles/corks, left-over food, decorations, garbage, etc. with you when you leave, and dispose of responsibly, depositing bags of garbage down the garbage chute on your own floor;
- Dogs are permitted on the Roof Terrace and must be kept under control on a leash at all times;
- The common element areas are not places to toilet your pet. Clean and wash up thoroughly with disinfectant any "accident" by your pet;
- Non compliance to these basic cleanup requests will result in being issued with a cleanup bill.
- Keep noise down to a reasonable level especially on weekdays (Toronto municipal noise law states that loud noise should not occur between 11 pm and 7am)
- Do not throw or drop anything from the Rooftop Terrace (e.g. any liquids, cigarettes, beer caps, bottles, etc.) as they can land on the balconies/patios below, or on our next door neighbors' lots, causing injury or damage.
- Due to the issue of wind damage, umbrellas must be closed before you leave. The tilt mechanism is not to be used in windy conditions. They have been covered and sealed with a plastic garden tie.
- Security cameras are installed on the roof top for your safety.

## 37. SMOKING RULES

Smoking shall be permitted only in accordance with the following provisions.

(a) Definitions:

“Cannabis” includes any of the preparations, such as marijuana and hashish.

“Owner” shall mean the registered owner of a Unit in the Corporation and any individual(s) occupying a Unit with the Owner’s consent, permission or approval, whether or not pursuant to a lease arrangement.

“Smoking” shall include the smoking and use of any substance or product, including but not limited to, cannabis, tobacco, cigarette, pipe, cigar, electronic smoking device that creates smoke, aerosol or vapour of any sort, any similar product emanating vapour or smoke, and any illegal substance.

“Unit” shall mean any residential unit in the Corporation.

All other words and phrases which are defined in the *Act* or the Corporation’s declaration shall have ascribed to them the meanings set out therein.

- (b) Smoking is prohibited on any part of the common elements, including, without being limited to, the lobby, elevators, hallways, stairwells, parking garage, and recreational areas. Smoking is prohibited on the common element landscaped areas, the walkways, driveways, and within three (3) metres from any door used to enter into and exit from the building.
- (c) Smoking is permitted inside the Units and on the exclusive-use balconies and exterior common recreational areas and terraces, but only if, in the absolute discretion of the Board or Manager, it does not interfere with the comfort or enjoyment of the property by other owners, their families, guests, visitors, servants and tenants (“Residents”). The smoker(s) shall, when notified by the board or property manager, immediately take steps to prevent interference with the health, comfort or enjoyment of the property by the Residents. If such steps are not sufficient to address the interference, in the sole and absolute discretion of the Board or Manager, then upon written notice from the Board or Manager, the offending smoking resident(s) shall immediately and permanently cease smoking inside his/her/their respective Unit.
- (d) The growing or processing of cannabis is prohibited in the units and the common elements.
- (e) Owners are required to ensure compliance with these rules at all times by the residents, tenants and guests of their Unit.