February 28, 2000

New Rules and Regulations

On a resolution made by the Board of Directors and passed at a meeting duly held on the 2nd day of February, 2000, a motion was made, seconded and passed unanimously to repeal the existing Rules and Regulations of the Corporation and replace them with the new Consolidated Rules and Regulations. Enclosed please find a copy of the duly approved Consolidated Rules and Regulations for York Condominium Corporation No.374.

Notification of repealing of the existing rules and implementation of the new Rules and Regulations was mailed to all Owners on or before March 3, 2000. These rules shall become effective thirty (30) days after notice has been given to each owner unless the Board is in receipt of a requisition in writing made under section 19 of the Condominium Act. Accordingly, the existing rules and regulations governing the corporation will be repealed and the new Consolidated Rules and Regulations will become effective on April 5, 2000.

A resolution by the Owners to confirm the removal of the existing Rules and Regulations and implement the new Rules and Regulations for York Condominium Corporation No.374 will be presented at the Annual General Meeting to be held March 30, 2000. There will be a discussion period prior to the vote to clarify and issues by the Owners.

Should you have any questions or concerns with respect to the above, please contact our office at your convenience.

Yours truly,

BANTING PROPERTY MANAGEMENT INC.

Russ Banting, R.C.M., A.C.C.I., A.I.H.M.

Property Manager

encl./

YORK CONDOMINIUM CORPORATION No. 374

CONSOLIDATED RULES AND REGULATIONS

INDEX

ARTICLE 1	GENERAL REGULATIONS	PAGE 1-3
ARTICLE 11	UNIT RESPONSIBLITIES	PAGE 4-5
ARTICLE 111	MOVING	PAGE 5-0
ARTICLE 1V	TENANCIES	PAGE 6-7
ARTICLE V	PARKING/DRIVEWAY/GARAGE	PAGE 8-9
ARTICLE VI	ENFORCEMENT	PAGE 10
ATTACHMENT "A"	POOL RULES	

YORK CONDOMINIUM CORPORATION No. 374 CONSOLIDATED RULES AND REGULATIONS

REFERENCE - INDEX

SUBJECT	PAGE #
Air conditioners	2
Auction sales	3
Awnings, shades	2
Balconies, window sills	2
Barbeque, grills	4
Bicycles	. 4
Christmas trees	4
Clothes dryers	5
Dogs	4
Drapes, blinds	4
Electrical, panels, outlets	2,3
Elevators	5,6
Enforcement of Rules	10
Entrances	3,4
Fire safety, insurance	1
Floor covering	5
Furniture	5,6
Garbage, garbage chute, debris, storage	2,3
Keys	5
Landscaping	3
Moving, deliveries	5,6

REFERENCE INDEX: (CON'T)

Noise, nuisance	*	1
Parking		8
Pets, animals, birds		4
Propane		3,9
Repairs – automobile		8
Sidewalks, walkways, passageways		3
Signs, advertisements, notices		2
Skateboards, in-line skates	Α.	3
Smoking Prohibited		1
Storage		2,8
Tenancies, rental, leases		6,7
Tents, buildings, structures		3
Trailers, boats, recreational vehicles	14.	9
Washing machines		5
Water/ water closets		1

CONSOLIDATED RULES AND REGULATIONS

York Condominium Corporation No. 374

ARTICLE 1 GENERAL REGULATIONS

In accordance with the Declaration of York Condominium Corporation No. 374, it's By-Laws and pursuant to the Condominium Act the following rules shall be observed by the Owners and the term "Owner" shall include residents, occupants and/or tenants or licensees, their families, visitors, guests and employees or agents of any of the above."

"Property Manager" shall mean the individual or company appointed by the Corporation to manage the property and the assets of the Corporation, or any agent or employee thereof.

- 1. Smoking is not permitted on the common elements within the building including hallways, stairwells, elevators, laundry room, saunas, lobby and garage.
- 2. The water closets and other water apparatus shall not be used for purposes other than those for which they were constructed and no sweepings, garbage, rubbish, rags, ashes or other substances shall be placed within. Any damage resulting to them from misuse or from unusual or unreasonable use shall be borne by the Owner.

Water shall not be left running unless in actual use.

- 3. No Owner shall do, or permit anything to be done in his/her 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 buildings, or on any property kept therein, or obstruct or interfere with the rights of other 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 condominium 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.
- 4. Owners shall not create or permit the creation of or continuation of any noise or nuisance that, 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 and persons having business with them.

- Signs, advertisements or notices shall not be inscribed, painted, affixed or placed on any part of the inside or outside of the units, buildings or common elements whatsoever without the prior written consent of the Board.
- Awnings or shades shall not be erected over and outside of the balconies or windows without prior written consent of the Board.
- Nothing shall be placed on the outside of window sills, balconies or projections except for air conditioners which are installed in accordance with the following electrical standards;
 - i) any electrical outlet shall be located below the balcony window and shall have copper wiring;
 - ii) that said installations are completed by a qualified electrician;
 - iii) that said installations shall meet the standards set by municipal and provincial authorities;
 - iv) that the air conditioning unit shall be installed is such a manner so that water shall not drip from the unit on to any balcony below;
 - v) that the air conditioning unit shall be installed using existing throughthe-wall openings only.
- 8. Nothing shall be thrown out of the windows, doors, or over any balcony. No mops, brooms, dusters, rugs, bedding or linen shall be shaken or beaten from any window, door, or those parts of the common elements over which the Owner has exclusive use.
- Only seasonal furniture is allowed on balconies or patios. No hanging or drying of clothes is permitted on balconies or patios and no part of the balcony or patio area shall be used for storage purposes.
- 10. Owners shall not place, leave, or permit to be placed or left in or upon the common elements including those over which he/she has exclusive use, any debris, refuse, or garbage except in the garbage chute in the disposal room.

All debris, refuse, or garbage shall be contained in properly tied polyethylene or plastic garbage bags of a material that will prevent their tearing or disintegrating in the disposal room or chute and shall be placed and disposed of therein during the hours posted. Flammable materials including aerosol cans shall be placed in such area only during such times as designated specifically for such purpose by the Property Manager.

Nothing shall be placed down the garbage chute that may result in blockage of such chute. Owners wishing to dispose of items too large for disposal through the chute should contact the Superintendent for instruction on how to do so.

All recyclable items shall be thoroughly cleaned and placed in the appropriate recycle bins.

- 11. Owners shall not overload existing electrical circuits. Electrical circuits shall be used in accordance with the specifications prescribed thereon. All electrical appliances or equipment in any unit shall be used in compliance with the applicable regulations of appropriate authorities from time to time in force.
- 12. Auction sales shall not be held on the property, save and except for yard sales that may be held upon receipt of written consent for the Board of Directors.
- 13. Storage of any combustibles, including propane or offensive goods, provisions or materials is not permitted upon the property.
- 14. The sidewalks, entry passageways, walkways and driveways used in common by Owners shall not be obstructed by any Owner or used by them for any purpose other than for ingress and egress to and from their respective unit.
- 15. No television antennae, aerial, tower, satellite dish or similar structure and appurtenances thereto shall be erected on or fastened to any unit or common element except in connection with a common television cable system service to the entire building.
- 16. No Owner shall harm, mutilate, destroy, alter or litter any of the landscaping work on the property, including grass, trees, shrubs, hedges, flowers and flower beds.
- 17. Skateboards, roller-blades, go-carts and all similar recreation equipment and the playing of sport activities other than tennis and swimming in the designated areas respectively, are prohibited on or in the common elements.
- 18. No building, structure or tent shall be erected and no trailer either with or without sleeping or eating accommodation shall be placed, located, kept or maintained on the common elements.

- 19. The entrances to the building shall be used essentially as a means of personal entry and exit. Transport of food and groceries by shopping cart or bundle buggy and the moving in or out of furniture or boxes must be done through the north entrance or through the parking garage entrance.
 - Bicycles are not permitted in the elevators, hallways and units and must stored in the area as designated from time to time by the Board.
- Owners may keep a household pet on the property (example aquarium fish, bird, cat). Dogs are not permitted to be kept or brought onto the property. This restriction does not include a guard dog within the meaning of the Blind Ferson's Rights Act (Ontario) unless it or any other animal or pet, in the opinion of the Board or the Property Manager, acting reasonably, constitutes a nuisance.
- 21. No barbeque, grill, hot plate or other such cooking device shall be kept or used on or in the exclusive use common elements including balconies nor on or in the common elements except for the designated barbeque area north of the swimming pool.
- 22. Artificial Christmas Trees are the only type of Christmas Tree permitted within the building.

ARTICLE 11 UNIT RESPONSIBILITIES

An Owner shall not place any reflective or insulating materials or coverings in or
on any exterior window or door. Drapes or blinds with silver reflective backing
are not permitted and all window coverings that face the outside of the property
shall be cream or white in colour.

- 2. An Owner may leave seasonal furniture and non-hanging plants, securely fastened, on his/her balcony or patio provided that the Owner shall and does hereby indemnify and save harmless the Corporation from any claim or loss or damage it may incur or sustain caused as a result of the storage or use of such seasonal items by the Owner. Hanging plants are not permitted for reasons of safety.
- Save and except for bathrooms, foyers, kitchens and storage closets, floor areas
 not covered with carpets shall be insulated with proper under-padding to prevent
 sound transmission to any unit below.
- 4. All Owners shall deposit one duplicate of each key necessary to allow access to the unit with the Superintendent, to be kept and used only in the event of an emergency or to carry out the duties of the Corporation. Should a key not be provided by an Owner, and in the event of an emergency access is required, any and all expenses incurred to replace/repair locks and doors shall be borne by the Owner.
- 5. No garberator, washing machine, dryer or other appliance that may overload any existing electrical, plumbing or drainage installation shall be installed in any unit.

ARTICLE 111 MOVING

1. Furniture and equipment may be moved from one floor to another or in and out of the building only by the elevator designated by the Superintendent for such purpose. The date and time of moving shall be fixed in advance by arrangement with the Superintendent. The elevator is available for moving Monday through Saturday between the hours of 9:00 a.m. and 5:00 p.m. No moving shall take place on Sundays and holidays. All Owners, contractors and delivery services are to be instructed to use the north entrance.

New Owners shall register their move with the Superintendent prior to the movein date.

- 2. Arrangements for using the elevator when moving in or out or from floor to floor must be made a minimum of seventy-two (72) hours in advance with the Superintendent
- Owners requesting to use an elevator shall be required to leave a \$100 damage deposit with the Superintendent (Cash or Certified Cheque). This deposit will be refunded upon inspection of the elevator and surrounding areas provided that no damage has occurred.
- Where furniture or equipment is to be moved into or out of a unit by reason of the sale, rental, or transfer of ownership of a unit, the Owner moving in or out as the case may be shall be responsible for any damage that has been caused as a result of his/her move to any part of the common elements and the cost of the repairs shall be recoverable from the Owner of the unit as soon as proper assessment of the damages has been made. The Property Manager shall assess the cost of the repairs.
- 5. Elevators shall not be used in any manner that may endanger or inconvenience other Owners. Elevators shall not be over-loaded and elevator doors shall not be pried open or kept open by any device that will prevent them from closing.
- 6. All furniture must be taken directly from the elevator to the unit or from the unit to the elevator as applicable. Nothing shall be placed or left, even temporarily, in the hallways

ARTICLE 1V TENANCIES

- 1. In pursuance of Paragraph (2) of Article 1V of the Declaration, the following Rules shall apply to the use and occupation of units which are not occupied by a unit Owner:
 - a) No unit shall be occupied under a lease or license arrangement for transient or hotel purposes;

- b) No portion of the unit (other than the entire unit) shall be partitioned or divided for use as a single-family residence as defined by the City of Toronto Zoning By-Law.
- c) In order to ensure and to facilitate practical and full compliance with The Condominium Act ("The Act"), and with Article 1V of the registered Declaration, prior to entering into a lease of his/her unit, an Owner shall provide to the Board the tenant's name, the members of the tenant's family intending to reside in the unit, their respective names and such other information as the Board may, from time to time, reasonably require.
- d) Prior to the commencement date of a tenancy, the Owner shall provide access to the Property Manager for the express purpose of inspecting the unit, including balconies and plumbing fixtures to ensure that the unit has been maintained in a good state of repair in accordance with the Declaration and 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 of the tenancy.
- 2. 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 foregoing Rule No. 1 (c) prior to the commencement date of the tenancy, and compliance with 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.
 - Within twenty (20) days of ceasing to rent his/her unit (or within twenty (20) days
 of being advised that his/her tenant has vacated or abandoned the unit, as the case
 may be), the Owner shall notify the Corporation in writing that the unit is no
 longer rented.

ARTICLE V PARKING, DRIVEWAY AND GARAGE

- All motor vehicles operated by residents must be registered with the Property Manager. Residents will be required to properly display vehicle identification as determined by the Board from time to time.
- 2. Each Owner or resident shall provide the Property Manager with the license numbers of all motor vehicles driven by residents of that particular unit.
- 3. Those authorized shall park only in the parking space registered for the motor vehicle and only one motor vehicle is to be parked in each parking space and no resident shall park in a parking space designated for visitors. All vehicles parked in spaces other than their own without the permission of the Property Manager shall be tagged and/or towed away.
- 4. In the event of the mechanical breakdown of a motor vehicle, the Owner of such vehicle shall push the vehicle out of any right-of-way and notify the Property Manager or Superintendent of the breakdown and remove the motor vehicle within 48 hours.
- 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.
- 6. All motor vehicles in motion in the indoor parking areas must have their headlights on and must not sound horns.
- 7. Except for an Owner's private motor vehicle, no Owner shall store or leave in his/her parking space or any other parking space, including those leased from the Corporation, any other object, including tires, bicycles (unless on a rack approved by the Board), firewood, cans, bottles or containers.
- 8. No trailers, boats, snowmobiles, mechanical devices, commercial trucks/tractors, toboggans, machinery, or equipment of any kind shall be parked within the parking garage or upon any part of the common elements nor shall any motor vehicle be parked on any part of the common elements other than in areas specifically designated for such purpose by the Board.

- No motor vehicle shall be driven on any part of the common elements at a speed in excess of 10 kmph.
- 10. 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.
- 11. No person shall place, leave, or park or permit to be placed, left or parked within the parking garage or upon the common elements any motor vehicle which, in the opinion of the Property Manager or as directed by the Board of Directors, may pose a security or safety risk, either caused by its length of unattended stay, its physical condition or appearance or its potential damage to property. Upon seventy-two (72) hours' written notice from the Property Manager, the Owner of the vehicle shall be required to either remove or attend to the vehicle as required and directed by the Property Manager, in default of which the vehicle shall be removed from the property at the expense of the Owner. If a motor vehicle is unlicensed, un-roadworthy or un-registered with the Property Manager, the vehicle may be towed away at the Owner's expense. In the event that any motor vehicle is removed from the property by the Corporation or the Property Manager arising from the Owner's breach of this rule, neither the Corporation, it's directors and officers, nor the Property Manager shall be liable to the Owner of the vehicle for any damage allegedly or actually caused to the vehicle by the towing company, howsoever caused.
- 12. Motorcycles shall be licensed 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.
- 13. No propane-powered vehicles are permitted in the underground parking garage.
- 14. When an Owner is expecting to be absent for fourteen (14) days or longer, notification shall be given to the Property Manager by or on behalf of such Owner, and instructions or information shall be given for movement of the vehicle in case of an emergency.

ARTICLE VI ENFORCEMENT

- 1. The forgoing Rules and Regulations apply to all present and future Owners who shall be subject to and shall comply with the provisions of The Act, the Declaration, By-Laws and Rules and Regulations of York Condominium Corporation No. 374.
- 2. In addition to all other means of enforcement available to the Corporation, attention is directed to The Act that provides that a duty imposed by The Act, the Declaration, By-Laws or Rules and Regulations (the Documentation) may be enforced by an order of the Court directing the performance of the duty.
- 3. Any and all losses, costs or damages incurred by the Corporation by reason of a breach of any provision in the Documentation 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 in the same manner as common expenses or as may be provided in The Act or in any other lawful manner.
 - 4. In addition to any other enforcement proceedings which may be available to the Board of Directors pursuant to The Act, the Board shall also have the authority to deal with the Owners who violate the Documentation as follows:
 - a) the offending Owner shall be notified in writing by the Property Manager and/or the Board of Directors with respect to the first violation and shall be given fourteen (14) days to rectify the violation where applicable, or signify their future willingness to comply with the Corporation's Documentation;
 - b) upon the occurrence of the second violation the Owner shall again be notified in writing by the Property Manager and/or the Board of Directors and such Owner shall, within two (2) comply with the Corporation's Documentation.
 - c) upon the occurrence of any further violation, the Board of Directors may suspend the Owner from further use of the Corporation's facilities and legal action may be taken.

ATTACHMENT "A"

SWIMMING POOL CONSOLIDATED RULES AND REGULATIONS

YORK CONDOMINIUM CORPORATION No. 374

The following rules and regulations are to protect the health and safety of all who use the pool.

RULES: THE FOLLOWING ARE PROHIBITED

Horseplay, dunking, running, playing ball and other games.
Food and alcohol, glass-wear, bottles, tools, sharp objects, intoxicants.
Toys, beach-balls/other inflatables, radios, music and electronic devices.
Spitting, nose blowing, spouting water, and any water-polluting act.
Open sores - persons with a communicable disease.

REGULATIONS:

- 1. THE POOL HOURS ARE AS POSTED. ENTRY INTO THE POOL AREA AT ANY OTHER TIME IS PROHIBITED. TRESPASSERS WILL BE PROSECUTED.
- BATHERS IN THE POOL AND AREA ARE LIMITED TO 25 AT ANY TIME.
- PERSONS UNDER 12 YEARS OF AGE ARE NOT ALLOWED WITHIN THE POOL AREA UNLESS ACCOMPANIED BY A RESIDENT 16 YEARS OF AGE OR OLDER.
- 4. CHILDREN UNDER THE AGE OF THREE (3) AND THOSE NOT TOILET TRAINED ARE NOT PERMITTED IN THE POOL. CHANGING DIAPERS IS PROHIBITED IN ANY AREA NEAR THE POOL.
- GUESTS SHALL ONLY ENTER THE POOL AREA ACCOMPANIED BY AN OWNER. (LIMITED TO 4 GUESTS PER UNIT AT ANY TIME).
- 6. BATHERS MUST SHOWER AND USE FOOTBATHS BEFORE ENTERING THE POOL.

NOTE: OUR POOL IS UNSUPERVISED – IF YOU USE THE FACILITIES YOU DO SO AT YOUR OWN RISK. THE EMERGENCY PHONE IS LOCATED AT THE NORTHWEST CORNER OF THE BUILDING.

August 8, 2000

New Rules Respecting In-Suite Appliances

On a resolution made by the Board of Directors and passed at a meeting duly held on the 3rd day of August, 2000, a motion was made, seconded and passed unanimously to repeal Article II, Rule 5 of the existing Rules and Regulations of the Corporation and replace them with the new RULES RESPECTING IN-SUITE APPLIANCES. Enclosed please find a copy of the duly approved RULES RESPECTING IN-SUITE APPLIANCES for York Condominium Corporation No.374.

Notification of repealing of the existing rule and implementation of the new RULES RESPECTING IN-SUITE APPLIANCES was mailed to all Owners on or before August 11, 2000. These rules shall become effective thirty (30) days after notice has been given to each owner unless the Board is in receipt of a requisition in writing made under section 19 of the Condominium Act. Accordingly, the existing Article II, Rule 5 governing in-suite appliances will be repealed and the new RULES RESPECTING IN-SUITE APPLIANCES will become effective on September 15, 2000. Registration of any appliances must be made in writing to the Property Manager.

Should you have any questions or concerns with respect to the above, please contact our office at your convenience.

Yours truly,

BANTING PROPERTY MANAGEMENT INC.

Russ Banting, R.C.M., A.C.C.I., A.I.H.M.

Property Manager

encl./

YORK CONDOMINIUM CORPORATION No. 374

RULES RESPECTING IN-SUITE APPLIANCES

WHEREAS Section 29(1) of the Condominium Act, R.S.O. 1990, c.26 (hereinafter the "Act") provides that the Board of Directors may make Rules respecting the use of the common elements and units or any of them to promote the safety, security or welfare of the Owners and of the property or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and other units;

AND WHEREAS the Condominium Building was not designed to accommodate the use of certain in-suite appliances;

AND WHEREAS the use of in-suite appliances for washing of clothes increases the risk of both water escape and drain back up;

AND WHEREAS the use of Clothes Dryers increases the risk of fire due to lint build-up and/or electrical overload:

AND WHEREAS complaints have been received regarding excessive noise emanating from Garberators resulting in the interference with the use and enjoyment of the other units by other residents;

NOW THEREFORE BE IT RESOLVED that the following be passed as Rules of York Condominium Corporation No. 374 (hereinafter the "Corporation"):

- 1. The term "Owner" shall include the legal owner of the unit or any person residing in the unit, with the Owner's approval, including a tenant or guest.
- 2. No Garberator, Clothes Washing Machine, or Clothes Dryer, whether permanently installed or portable, shall be installed or used in any unit.
- 3. In addition to those appliances outlined in paragraph 2 above, no appliance shall be installed or used in any unit, which appliance may overload the current electrical system. In this regard, no major electrical appliances, except a stove, refrigerator, dishwashing machine (portable or built-in) and other common minor household electrical appliances, but including air-conditioners, shall be installed or used in any unit without the prior written consent of the Board.
- 4. All appliances must be installed and/or used strictly in accordance with manufacturer's instructions and specifications.
- 5. No appliance shall be installed or used so as to require any alteration or modification of the common elements, without the prior written consent of the Board.
- 6. Notwithstanding paragraph 2 above, any Garberator, Clothes Washing Machine, or Clothes Dryer, currently installed and/or used in any unit (hereinafter the "Grandfathered Appliances"), will be permitted to remain subject to the following conditions:
 - (a) Within 30 days of this Rule coming into effect, the Grandfathered Appliances must be registered with the Manager by providing the make, model, serial number, approximate age and description thereof, and/or such other information as may be required by the Board or Manager;
 - (b) With regard to Clothes Washing Machines, each such machine shall be equipped with nylon reinforced hoses for the supply of hot and cold water with a minimum burst pressure specification of 1000 P.S.I. and a rubber compound specification capable of withstanding temperatures to 180° Fahrenheit. Furthermore, water shut off valves shall be located so as to permit the easy and convenient shut off of taps, which taps shall be shut off immediately after each use;
 - (c) Clothes Dryers must be properly vented in accordance with manufacturer's specifications. All lint traps must be cleaned after each use. The venting system shall be inspected annually for any accumulation of lint and cleaned as required; and

- (d) In the event the Corporation receives complaints regarding noise and/or nuisance as coming from the use of an In-suite Garberator, the Owner shall forthwith cease all further use of the Garberator, and/or, as may be reasonably required by the Board, permanently remove the Garberator from the unit.
- 7. The Owner agrees to indemnify and save harmless the Corporation against all costs, damages, claims, causes of action, etc. resulting from the installation of any type of appliance within the unit, including, but not limited to damages arising to the malfunction of the appliance or a defective component of the appliance (eg. burst water supply line), costs arising due to the Condominium Corporation's insurance deductible, as well as all costs, charges, and expenses incurred by the Corporation to enforce this or any other Rule and/or to effect any necessary repair or maintenance required as a result of the installation of any appliance within the unit. All payments pursuant to this clause shall be deemed to be common expenses attributable to the particular unit and shall be recoverable by the Corporation as such.
- 8. The Rules contained herein supercede all previous Rules of the Corporation pertaining to appliances.

APPROVED BY THE BOARD OF DIRECTORS of York Condominium Corporation No. 374 at the City of Absnows, this 3 day of August, 2000.

York Condominium Corporation No. 374

د. ع

Per

N:\31888\rac Rule - In-sulte Appliances.doc

May 25, 2004

New Rule Revised Article 111 - Moving

On a resolution made by the Board of Directors and passed at a meeting duly held on the 27th day of April 2004, a motion was made, seconded and passed unanimously to repeal Article 111 - Moving of the existing Rules and Regulations of the Corporation and replace them with the a new Revised Article 111 - Moving which incorporates the use of moving "containers". Enclosed please find a copy of the duly approved Revised Article 111- Moving for York Condominium Corporation No.374.

Notification of repealing of the existing rules and implementation of the new Rules and Regulations was mailed to all Owners on or before May 14, 2004. These rules shall become effective thirty (30) days after notice has been given to each owner unless the Board is in receipt of a requisition in writing made under Section 19 of the Condominium Act.

Should you have any questions or concerns with respect to the above, please contact our office at your convenience.

Yours truly,

BANTING PROPERTY MANAGEMENT INC.

Russ Banting, R.C.M., A.C.C.I.

Property Manager

encl./

C:\DATA\WPDATA\Y.C.C. #374\Rule Change Covering Letter.wpd

York Condominium Corporation No. 374

RULES AND REGULATIONS ARTICLE 111 - MOVING

Revised April 27, 2004

1. Furniture and equipment may be movd from one floor to another or in and out of the building only by the elevator designated by the Superintendent for such purpose. The date and time of moving shall be fixed in advance by arrangement with the Superintendent. The elevator is available for moving Monday through Saturday between the hours of 9:00a.m. and 5:00 p.m. No moving shall take place on Sundays and holidays. All Owners, contractors and delivery services are to be instructed to use the north entrance.

New Owners shall register their move with the Superintendent prior to the move-in date.

- 2. Arrangements for using the elevator when moving in or out or from floor to floor must be made a minimum of seventy-two (72) hours in advance with the Superintendent.
- Owners requesting to use an elevator shall be required to leave a \$200.00 damage deposit with the Superintendent (Cash or Certified Cheque). This deposit will be refunded upon inspection of the elevator and surrounding areas provided that no damage has occurred.
- 4. When furniture or equipment is to be moved into or out of a unit by reason of the sale, rental, or transfer of ownership of a unit, the Owner moving in or out as the case may be shall be responsible for any damage that has been caused as a result of his/her move to any part of the common elements and the cost of the repairs shall be recoverable from the Owner of the unit as soon as proper assessment of the damages has been made. The Property Manager shall assess the cost of the repairs.
- 5. Elevators shall not be used in any manner that may endanger or inconvenience other Owners. Elevators shall not be over-loaded and elevator doors shall not be pried open or kept open by any device that will prevent them from closing.
- 6. All furniture must be taken directly from the elevator to the unit or from the unit to the elevator as applicable. Nothing shall be placed or left, even temporarily, in the hallways.
- 7. Owners/residents who wish to make use of moving "containers" must advise the Superintendent at least seventy-two (72) hours in advance that an area will be required to place the moving container on the common elements. The container must be placed only in the area designated by the Superintendent, and must be placed in such a manner as not to damage the asphalt paving or any other parts of the common elements, or interfere with parking or drive aisle. Containers may remain on the common elements no longer than seven (7) consecutive days.

Owners using moving "containers" must move items during regular designated moving hours only, by booking the elevator in accordance with the rules.

CADATA\WPDATA\Y.C.C. #374\By-Law & Rule Changes\Moving Rule Revised April 27, 2004.wpd