

**MADISON**  
H O M E S



# THE MADISON

AT YONGE & EGLINTON

# HOME CARE GUIDE 2016

# WELCOME TO THE MADISON AT YONGE & EGLINTON

We are privileged that **FirstService Residential** has been chosen to manage the community affairs of **The Madison at Yonge & Eglinton**. We are a leading condominium property management company in Ontario established in July 1998. Our company takes pride in being up-to-date and utilizes the latest management processes, technologies and software, to serve our clients and residents promptly and effectively.

Our services are centralized to ensure that our clients receive the experience of the FirstService Residential team. At The Madison at Yonge & Eglinton, you will have a Property Manager available during business hours. Should you have an emergency after hours we have a 24/7 Resident Care Line to assist you.

This Home Care Guide has been designed to provide you with helpful information on your new home, to assist you with your move-in and deliveries, better understand how things run and work, and the do's and don'ts within The Madison at Yonge & Eglinton community. For your convenience, the next page contains a list of telephone numbers for easy reference. Please take some time now to read through this package and get familiar with what Property Management will do on your behalf, details regarding the amenities, common area rules, policies and procedures, and taking care of some of the equipment in your suite. Also attached are a number of forms for you to complete and return to Property Management.

The warranty section provides a comprehensive explanation of the Tarion Warranty Corporation and outlines the roles of Customer Service and Property Management with respect to the various warranties provided. All warranty and service requests must be made in writing in accordance with the Tarion Statutory Warranty submission process.

If you are an owner and plan on leasing your unit, please pass along this information to your tenant along with a copy of the bylaws and rules to assist your tenant with living in their new accommodations.

We hope that the information enclosed will provide helpful, useful and enjoyable reading for you and we welcome you to your new home and community. If you have a question, just ask us, as we are here to assist you in making The Madison at Yonge & Eglinton an enjoyable place to live.

Sincerely,

Shari Davidson  
Property Manager

Tania Haluk  
Vice President, Operations



## CONTACT INFORMATION

### FirstService Residential Management

Property Manager: Shari Davidson  
Email: Shari.Davidson@FSResidential.com

Assistant Property Manager: Liuba Craus  
Email: Liuba.Craus@FSResidential.com

Welcome Coordinator: Judee Ercilla  
Judee.Ercilla@FSResidential.com

Property Management Office: The Madison at Yonge & Eglinton  
4th Floor (Near the Amenity Area)  
Tel: 416.546.5897

Head Office: 2645 Skymark Avenue, Suite 101,  
Mississauga, Ontario L4W 4H2

24/7 Resident Care Line: 1.855.244.8854

### The Madison at Yonge & Eglinton

Building Address: West Tower: 89 Dunfield Avenue  
Toronto, ON  
M4S 0A4

East Tower: 98 Lillian Street  
Toronto, ON  
M4S 0A5

Concierge: West Tower: 416.546.6283  
East Tower: 416.546.6431

Madison Eglinton Limited  
Customer Service: Tel: 416.238.1429  
Email: CondoCare@MadisonGroup.ca

Emergencies – Ambulance, Fire & Police: Tel: 911

In-Suite Sub- Metering – Enercare: Tel: 1.866.449.4423  
Email: Connections.Care@Enercare.ca

Toronto Hydro: Tel: 416.542.8000

Enbridge: Toll Free: 1.877.362.7434

The Brick – Customer Service (Appliances): Toll Free: 1.877.353.2850  
Project Code: ZZMADISEGL

City of Toronto: Website: Toronto.ca

Canada Post: Website: CanadaPost.ca

Tarion Warranty Corporation: Tel: 1.877.9.TARION (1.877.982.7466) Website: Tarion.com

Bell: Tel: 416.310.2355 Website: Bell.ca

Rogers: Tel: 1.888.764.3771 Website: Rogers.com

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## PROPERTY MANAGEMENT

FirstService Residential has been retained to manage **The Madison at Yonge and Eglinton**. There is a site Property Management office that will be available during office hours. The on-site office is located on the fourth floor next to the amenity area. Your Property Manager is Shari Davidson, and may be reached by phone at 416.546.5897 or by email at Shari.Davidson@FSResidential.com.

If you have an emergency after regular business hours and require management personnel, please contact the FirstService Residential 24/7 Resident Care Line at 1.855.244.8854 and follow the instructions. The operator will know how to contact the on call Manager. For all general emergencies, please contact 911 directly.

FirstService Residential carries out building operations as well as the supervision of any handyman, cleaning and security personnel for the common areas. If you experience any problems within the building or with on-site personnel, please contact Property Management office.

## PROPERTY SERVICES

FirstService Residential Property Services manage the Concierge, cleaning and maintenance of your building and assist you.

## RESIDENT INFORMATION

It is imperative for your safety and security that you complete a **Resident Information Form**, which supplies pertinent information to your Property Manager. It is also important that this information be kept current. For your convenience we have attached a form to this handout. We respectfully request that you complete it and return it to Management at your earliest convenience. **Please rest assured that all Resident Information is held in the strictest confidence.**

## TENANT INFORMATION – SUMMARY OF LEASE OR RENEWAL

It is also important that you fill out a Summary of Lease or Renewal form for every tenant that resides in your home. This information is imperative for the safety and security of your home in the event we need to contact your tenant for emergency purposes. For your convenience we have attached a form to this handout.

## TELEPHONE NUMBERS

Whom to call:

Property Management:	Monday to Friday from 9:00 a.m. to 5:00 p.m. (except public holidays) for questions, problems, clarification, etc. please contact the site office at 416.546.5897.
Emergencies (after business hours):	Call the 24/7 Resident Care Line at 1.855.244.8854 and the operator will contact Property Management or the appropriate party.
Move-ins and Deliveries:	All move-ins must be pre-booked. Please contact the Welcome Coordinator at 647.629.6502 or contact Property Management office at 416.546.5897.

Your own repair person:	Following Registration, for anything within your suite that is not covered under the Tarion warranty or part of the common areas or connected to a shared system – if unclear, please speak to the Property Manager.
In-Suite Deficiencies:	The Madison Homes Condo Care Representative can be reached at 416.238.1429 or email CondoCare@MadisonGroup.ca. Your concerns must be presented in writing.
TARION:	Please contact TARION, the Ontario new home warranty program at Tarion.com or 1.877.Tarion. You may register with MyHome.Tarion.com and manage all of your warranty information in one secure place to avoid any delays.

## **BOARD OF DIRECTORS**

The Board of Directors is responsible for governing the affairs of the Condominium Corporation and enforcing the Declaration, By-laws and Rules (the governing documents, along with the Condominium Act). The Board will be elected at the Turnover Meeting held about two months after the condominium is registered.

To contact the Board of Directors, please send all communication via Property Management.

## **CONCIERGE**

The Concierge is staffed **24 hours a day, 7 days a week**. The Concierge on duty will gladly assist you in case of an emergency. As the Concierge personnel are required to be readily available to respond to emergencies, we ask that you do not take up their time with idle conversation or ask to use their telephone. The Concierge is responsible for protecting the interest of all residents. Their primary functions are control of the vehicular and pedestrian traffic, monitoring of the cameras, which have been strategically placed throughout the property, to attend emergencies and to respond to resident requests.

The Concierge while on duty is permitted to accept deliveries of mail and/or parcels in the resident's absence, however, Concierge will not accept registered mail, parcels or perishables such as flowers, fruit baskets, etc.

## **SUPERINTENDENT & CLEANERS**

The cleaners are responsible for cleaning the common areas of the building, testing the emergency generator, moving the garbage bins in and out of the loading areas for pickup and assisting with trade personnel that may be on site. They will also be assisting with the maintenance of some of the mechanical systems in the building.

Please note: The cleaners have not been retained to do any work within your suite.

## **MOVING & DELIVERIES**

Moves and deliveries must be booked by calling the in advance so that the elevator may be protected with moving blankets. Reservations for moving are made on first come, first serve basis. The delivery person must contact the Property Management to have the elevator placed on service upon arrival at the site.

It shall be the responsibility of the owner through the person reserving the service elevator to notify the Property Management and to request an inspection of the service elevator and adjacent common elements immediately prior to using the elevator. Upon completion of moving into or out of the building or the delivery, the owner reserving the service elevator shall forthwith request an immediate re-inspection of the service elevator and affected common elements. Any damage noted during the re-inspection and not noted on the initial, inspection shall be deemed to be the responsibility of the owner of the suite and the person reserving the service elevator. The Property Manager as soon as possible following the moving shall assess the cost of repairs, which shall include the cost of any extra cleaning, or damage and the parties responsible shall be advised.

During the term of the reservation and while any exterior doors are in an open position, the owner or person reserving the service elevator, shall take reasonable precautions to prevent unauthorized entry into the building. Corridors and elevator lobbies shall not be obstructed prior to, during or after the term of the reservation.

We request however, that you be considerate of your neighbours. Please ask the delivery/moving people to remove all cardboard and boxes from the site. All moving material must be broken down and deposited into the cardboard/paper-recycling bin and not down the garbage chute.

## **VISITOR ACCESS & VISITOR PARKING**

Visitors to The Madison condominium building(s) may park in the commercial underground parking garage on levels P1 and P2. There are a total of 173 parking spaces which will serve all retail visitors and condominium visitors. The commercial parking facility will operate in a fully automated setting utilizing "Pay by License Plate" technology. Customers on the commercial parking levels will be able to drive into the underground garage without crossing barriers or gates and pay at a payment station conveniently located throughout the facility.

The general public can access stairwells from the P2 level in the South/East section of the garage. This stairwell provides access to P1 and will allow patrons to exit at the South/East corner at ground level. Additionally, there is an additional public stairwell located in the P1 West portion of the garage and will allow patrons to exit the garage at the South/West corner of the facility at ground level.

Visitors are required to use the enterphone system located near the street entrance in the foyer of the ground floor lobby or by the entrance to the elevators in the underground level to access the condominium(s). There are two additional stairwells that can be accessed by the residents only. The stairwells are the East and West Tower main residential entrances and require a fob to access these stairwells.

## **ACCESS FOBS & GARAGE REMOTES**

All residents have been supplied with **two access fobs**. These are for use at the entry areas to the building. Extra fobs will be available for purchase from the Property Management at a cost of **\$75.00**. Please speak to Property Management regarding purchase/replacements of access fobs.

A garage remote has been provided for each parking stall. The remotes are used to gain entry to the parking garage. If you lose a garage remote or if the remote is broken, notify the Property Manager immediately and they will issue another one at a **replacement cost of \$100.00**.

The garage door entrance is intended to allow only one vehicle entry at a time. **Any driver entering behind another vehicle without using the transmitter runs the risk of damaging their vehicle and/or the common elements. Please use the transmitter at all times, even if the garage door is in the open position, in order to reset the timer and to avoid such damage.**

## SUITE KEYS

In accordance with the Declaration of your corporation, all suite door keys are on one master key. The master key system allows us to gain immediate access in case of an emergency fire or flood. Prior to changing your lock please contact Property Management to ensure that your lock remains on the master system. The cost to have a lock put back on the master system, should it be required, will be at your expense. Safety chain/double locks, etc., may not be attached to suite entry doors without the consent of the Board of Directors of the Condominium Corporation.

## MAIL BOX KEYS

All residents have been supplied with **two mailbox keys**. They are for opening your suite's mailbox located in the lobby. It is essential that your keys be kept in a safe place. Should you lose your mailbox key, notify Property Management. They will instruct you on how to obtain additional keys at homeowner's cost.

## OPENING OF SUITE DOORS

In order for the Property Management to grant access to any individuals, whether residents or their guests, or someone serving your suite, Management requires that a waiver be signed in advance, releasing the Condominium Corporation from any liability. The waiver has been enclosed should you wish to complete it. Additional copies can be obtained from the Property Management or Concierge.

## VACATIONS & OTHER ABSENCES

Please notify the Concierge if you intend to leave your suite unattended for extended periods of time and include in the information names of people authorized to enter your suite, as well as a contact person that we could call in case of an emergency. We also suggest that you locate and shut off the water supply to your suite prior to leaving. The main water shut-offs are located under the kitchen and bathroom sinks. In some cases the water supply for your entire suite can be shut off from one location.

## COMMON ELEMENT ASSESSMENT PAYMENTS (CEA)

Upon registration of the Condominium Corporation and final closing of your unit you will be advised by your lawyer to make arrangements for payment of the Common Element ("CE") Fees. CE Fees are due and payable by the owner to the Corporation on the first (1st) day of each month. Owners should complete the **pre-authorized debit** form supplied by your lawyer and submit to the FirstService Residential office. Instructions for use are on the form.

The Condominium Corporation will charge an owner an administration fee of \$25 for any returned cheques or pre-authorized debits. Pre-authorized debits are cancelled if an owner's payment is returned twice in a row. The owner is then responsible for providing guaranteed funds (certified cheque or money order) for the next six-month period to re-establish a good credit rating. At that time, the pre-authorized debit will be reinstated. Two weeks notice prior to the first of the month is required to start or stop a pre-authorized debit from a bank account.

When an owner fails to make their CE payment the Condominium Corporation must take steps to enforce their lien rights as per the Condominium Act. A lien is a claim or charge against property for the payment of a debt or obligation. A lien for CE fees may be enforced in the same manner as a mortgage. The lien covers not only the unpaid CE and interest, but also all reasonable costs, charges and expenses incurred by the Corporation in connection with the collection or attempted collection of the unpaid amount. The Condominium Corporation is obligated to send a "Notice of Lien" known as a Form 14 to all owners prior to registration of the lien.

The cost to send this notice, currently \$150 plus HST, is charged to the defaulting owner. There is also an Administration fee of \$ 250 plus HST to transfer the file to the lawyer. To avoid any charges please make your payments as required.

## METERS FOR UTILITIES

Electricity will be provided to each suite on a separate meter .

All owners must **submit a Connection Agreement Form directly to Enercare or the Vendor/Builder** at the time of their closing date. If you lease out your suite, the invoices will be sent to the unit owner not the tenant, unless written authorization has been given by the owner directly to the utility company.

Each unit sale and transfer of ownership must be identified, to ensure that the vendor pays up to the transfer date only and the Purchaser pays after the transfer date. The terms of the Enercare contract are set out on the forms and documents provided by Enercare.

Please read these carefully and follow the instructions to set up the account.

## COMMUNICATION

Newsletters and bulletins are issued periodically by Property Management to all residents. We will be looking for ideas for newsletters and will be happy to discuss any contributions that you may have.

## GARBAGE/RECYCLING

The garbage/recycling chute room has posted instructions inside. Please take your garbage/recycling to the garbage rooms located on the each floor.

All garbage must be properly drained and properly to prevent any undue odour, mess or damage during its passage through the garbage chute located on each floor.

All garbage must be firmly pushed through the chute and not left on the floor.

Your garbage/recycling chute is equipped with a **bi-sorter**:

- a) **When the lights are off, the system is on garbage.** If you have garbage, simply open the chute door and deposit your bag down the chute (please make sure that your items go all the way into the chute).
- b) **For recycling:** Push recycling button of choice. When your selection light has stopped flashing – open door and push your recyclables through the flap and into the chute.
- c) **Wait for the light to go out.** Make your next selection and wait for the light to stop flashing.

**DO NOT put large pieces of cardboard into the chute, as it is possible to cause a blockage.** Kindly take the material down to garbage room located on the ground floor and manually dispose of it in the appropriate bin. The Concierge will provide access. Cardboard boxes must be broken down prior to disposal. If you require assistance, you may contact the Concierge before 2:00 pm on weekdays. The building staff will collect those from your suite to dispose of them for you.

Please note that the garbage/recycling chute is only about two feet wide, so please do not put oversize items into it or else the system will back up. Cleaning of the chute is time consuming and can be expensive. If it is proven that garbage from your suite clogs the chute, your suite may be charged the repair costs.

## **PARKING**

Please lock your vehicle at all times and avoid leaving valuables inside. When entering or leaving the premises, please operate your vehicle at a speed not in excess of 10 km per hour and adhere to all posted signs. **Residents are allowed to park in their own parking unit/s only.** Please ensure you are parked in the correct numbered unit. The units are marked in accordance with the legal description.

Vehicles parked in unauthorized units will be ticketed and/or towed at the owner's expense. Please ensure the management office has your correct license plate number. PARKING WILL BE STRICTLY ENFORCED. In the event that you are unable to park in your designated spot for whatever reason, please contact the management office for an alternative parking arrangement. Do not park in another unit. **Parking tickets will not be reimbursed or cancelled.**

## **PARKING GARAGE**

A sealant is installed on the garage floor, which prevents water and road salt, brought into the garage on vehicles, from penetrating into the concrete. These contaminants can cause structural damage to the garage floor and foundation.

If oil leaks or spills of any kind occur, please clean them with soap and water or place an absorbent material on the spot to soak up the spill and clean the area at a later date. Leaks left for any lengthy period of time may result in damage to the garage surface. It is the financial responsibility of the owner of the parking unit to return this surface to its original condition. Repairs to the membrane are expensive and a few minutes of your time could avoid this unnecessary expense.

Vehicle repairs, oil changes and storage of non-functional vehicles or other items are not permitted in the parking units. Parking units are for vehicles only and are not to be used for storage of any other articles. Items left in the garage will be removed and may be discarded without notice.

## **BICYCLES**

The bicycle storage rooms shall be used for those residents living at The Madison at Yonge & Eglinton. It is on first-come, first-served basis. Please enquire with the Property Management for more information. There is a bicycle storage area located outside on ground level for your guests and visitors. Your guests and visitors must use the designated bicycle storage racks.

## **CORRIDORS, DOORS & SUITE DOORS**

Corridors may not be obstructed in any manner at any time by doormats, boot trays, strollers, shopping carts or any other objects. Items left in the common corridor will be removed.

Do not affix anything to a suite door e.g., door knockers, signs and decorations. You will be asked to remove these items or these items will be removed. Doorknockers, seasonal decorations or signs on unit doors are not permitted. The suite doorways are a part of the common elements of the Condominium Corporation. You may have a hook on the inside to display your decorations.

## NOISE

All residents and their guests are requested to have consideration for their neighbours on all sides. Loud music, boisterous parties in overcrowded suites, uncarpeted floors, obnoxious conduct or an unwillingness to restrict such behaviour will result in action being taken by Property Management to obtain compliance. Bumping, banging or drilling on walls or floors especially non-carpeted floors will inconvenience your neighbours. Do not let your suite door slam when closing. Please consider others when entertaining. Should someone show a complete lack of consideration of your right to peace and quiet, please contact the Property Management office in writing. In emergency situations, call the Police directly and advise Property Management thereafter.

## LOCKERS

Ensure that all articles stored in lockers are kept within the space you have purchased. **Remember that you have purchased the locker space itself and not the area above or outside the enclosure.** We encourage you to ensure that all items located within the locker room are kept elevated from the floor and/or have all items placed under a plastic cover. The Condominium Corporation is not responsible for any items that are damaged as a result of water leakage. Stored items should be appropriately insured. The Condominium Corporation is not responsible for any lost or stolen items. Storage of gasoline, propane or any other combustible materials is not permitted.

## SOLICITING

No business solicitation or canvassing is permitted door to door, other than for political elections, within this condominium. Please contact the Property Manager should a canvasser be suspected to be unauthorized.

## BALCONIES, TERRACES & WINDOWS

No awnings or shades may be erected over or outside of the windows, balconies or terraces. Nothing may be placed on the outside of the windowsills or projections of any suite. Nothing may be thrown out of the windows or doors of the building or from the balcony or terraces. No mops or brooms, bedding etc. shall be shaken from any window or door.

Seasonal furniture is permitted on the balcony/terraces and must be removed and stored during the winter months.

Seasonal plants are permitted provided that they are contained in planters with drainage trays. For safety reasons hanging planters, and planters which over hang the balcony/terrace railing to the exterior are not permitted.

No lights are permitted to be strung or affixed the exterior walls of your balcony/terrace or railings.

Residents are not permitted to throw items over their balcony/terrace, such as, cigarette butts, pop cans, garbage, etc. Throwing cigarette butts over your balcony/terrace is a fire hazard.

The procedure for washing your balcony/terrace is with a damp mop only. No water is permitted to overflow from your balcony as it may cause damages to and inconvenience the neighbours below you.

Residents are responsible for cleaning their accessible exterior windows and the interior side of the glass panels on their balcony/terrace railings. The Condominium Corporation will be arranging for non-accessible exterior windows to be cleaned. Notice will be sent to residents when this work will be performed. The contractor will have to enter those suites that have roof anchors on their balcony/terrace so that they can clean the exterior windows below. If the resident is not at home, then the Property Manager will arrange for the Concierge, superintendent and/or cleaner to allow the approved contractor access to your suite to do the work required.

## **SATELLITE DISHES**

The Condominium Declaration prohibits the installation of any antennae, aerial, satellite dish or similar structure.

## **AMENITIES – INDOOR & OUTDOOR**

It is understood that use all of the amenities is done so at your own risk. The amenities are strictly non-smoking areas. All rules pertaining to these facilities must be honoured.

Paid for events and/or parties (namely events/parties that require the selling of tickets) are strictly prohibited.

Selected amenities can be pre-booked through Property Management.

The Board of Directors reserves the right to permit exclusive use of any or all of the amenities for in-house activities for the benefit of all residents.

## **MULTI-PURPOSE ROOM USE**

It is understood that use of the Multi-Purpose Room is at your own risk. All rules pertaining to the Multi-Purpose Room shall be honored. Homeowners using the Multi-Purpose Room are responsible for gathering loose garbage and leaving the room in a presentable state. Decorations are not to be attached to any part of the party room walls, kitchen counter, blinds, furniture etc. The Multi-Purpose Room is strictly a non-smoking area.

- a) All multi-purpose room bookings shall be made with the Property Manager during regular business hours and should be made no more than six months in advance. The Property Manager may request any additional information from any party applying for the use of any Room, as the Property Manager deems reasonable or appropriate in its sole discretion.
- b) Any application form supplied by management to a homeowner shall be completed in full and signed by the homeowner and returned to confirm booking. The homeowner must be present during booked events. Tenants must receive permission from the landlord to use the multi-purpose room.
- c) The homeowner shall provide a \$200.00 security/cleaning deposit (Certified cheque or Money order) made payable to the Condominium Corporation at least two weeks prior to the reserved date. If the deposit is not paid to Property Management by way of a cheque or money order at least two weeks prior to the reserved date, the Property Manager may cancel the reservation. A \$100.00 cleaning and rental fee (Certified cheque or Money order) made payable to the Condominium Corporation is also due at the time of the booking.
- d) Subsequent to any event being held, the Property Manager shall determine if any damages have occurred in the rented Multi-Purpose Room and shall notify the homeowner who rented the Multi-Purpose Room, in writing, as to such determination. In the event that no damage has been caused, the Deposit Cheque shall be returned to the homeowner who used the Multi-Purpose Room. In the event that there is damage, then Property Management shall be entitled to apply the whole or any portion of the Deposit to the cost of repairing or rectifying such damage. In the event that the Deposit is insufficient to pay for the damage and cleaning expenses, then the homeowner shall immediately reimburse the Property Management for all sums expended, in excess of the Deposit, in order to repair or rectify the damage and clean the Multi-Purpose Room.

- e) Reservations must be cancelled no later than (seven) 7 days prior to the reserved date, except in those circumstances where the reserved date falls on a statutory holiday, in which case the cancellation must be made at least one month in advance of the reserved date. Any cancellations within the final month prior to the reserved date shall result in the forfeiture of the Deposit.
- f) Noisy or rowdy behaviour is prohibited within any Multi-Purpose Room.
- g) All functions must be terminated as of midnight and the Multi-Purpose Room must thereafter be immediately vacated by homeowners and guests.
- h) The Board of Directors may decide that a security guard must be retained to monitor the ingress/egress from any party room or meeting room during the reserved event. The cost of retaining said security guard shall be paid for (or reimbursed by) the homeowner in whose name the reservation has been made.

## **GUEST SUITES**

- a) There are two guest suites. Guest suites are available by reservation on a first-come, first-served basis. Reservations can be accepted no more than twelve months in advance.
- b) The Maximum stay for a Guest within a guest suite is 14 nights. Any stay longer than 14 nights must be approved by the board or the Manager.
- c) The Guest suite is available for occupancy from 3:00 p.m. on the reserved day, and shall be vacated on the scheduled final day of use by no later than 11:00 am
- d) A Security/Cleaning charge or deposit may be levied for every day/night of use of a guest suite, in such amount as the Board or Manager may determine from time to time.
- e) The resident is responsible for all the costs, damages ,losses or liabilities caused or occasioned by his or her guest s arising from such Guest's use of the guest suite.

## **CLUB MADISON (FITNESS CENTRE WITH YOGA/AEROBICS STUDIO)**

- a) Proper attire is required when using the exercise room, and while recognizing the variety of exercise suits and aerobic outfits available today, proper decorum must be exhibited in wearing outfits that do not overly expose the wearer.
- b) For safety reasons residents and guests under 12 years of age are strictly prohibited from exercise room. Residents and/or Guests between 12 to 16 years of age must be accompanied and supervised by a resident that is at least 18 years of age or older.
- c) A Resident must accompany guests at all times. A maximum of 2 guests per suite is permitted at a time.
- d) Residents and/or Guests shall treat all equipment with reasonable care and caution.
- e) Removal of any equipment from the exercise room for any purpose is strictly prohibited.
- f) Weights, mats and exercise equipment must be replaced where they belong after use.
- g) No food or beverage in a glass container is permitted within the exercise room.

- h) All Residents and Guests must, after using any machinery or equipment situated within the exercise room, wipe such machinery or equipment clean.

## **HOT TUB & POOL**

- a) The operating hours for the hot tub are between 6:00 a.m. and 11:00 p.m.
- b) It is strongly recommended that bathers not bath alone.
- c) Children under 12 years of age are not allowed unless directly supervised at all times by an adult.
- d) Diving is not permitted
- e) Personal belongings, other than items for bathing are not permitted in the hot tub area.
- f) All persons with shoulder-length or longer hair must either wear a bathing cap, or have their hair tied back.

## **GENERAL**

- a) Smoking is not permitted in the common areas of the building.
- b) The consumption of food and beverages is not allowed in the common areas of the building, including, but not limited to, corridors, stairwells, lobby and elevators. Food and beverages are only permitted in the multi-purpose room and outdoor terrace only during an approved function.
- c) Proper footwear and clothing must be worn in the common areas of the building at all times.
- d) Pets are not allowed in the Club Madison at any time.
- e) The cost of any damage to any of the Recreation Facilities by a resident/Guests will be borne by the owner.
- f) Each resident must accompany their guest in the Club Madison at all times.
- g) Cameras and cell phones that can be used to capture images and video recording devices, are not permitted in change room, pool area or fitness room.

## **INSURANCE**

The Condominium Corporation's Insurance does not cover a number of items within your suite or your personal belongings. We recommend all owners obtain insurance as follows: \$1,000,000 liability insurance, content insurance, betterments and improvements insurance, and loss assessment insurance including insurance deductible coverage.

The suite owner may be held responsible for the Condominium Corporation's deductible. Should the claim be below the deductible amount, the owner is responsible for the entire cost. Ensure that you are carrying the appropriate coverage for condominium living. We suggest that after settling in you take an inventory of all your contents, and if possible, videotape the items. If anything is lost or damaged, it is difficult to convince your insurance company of the value.

On a lighter note we would like to advise you that because you live in this building, some insurance companies offer discounts as a result of the security systems and fire alarm system. Enquire with insurance provider whether you qualify for discounted rates.

### **LEASING OF UNITS – The Condominium Act, 1998 - Section 83**

The owner of a unit who leases the unit or renewal a lease of the unit shall, within 30 days of entering into the lease or the renewal, as the case may be, notify the Condominium Corporation that the unit is leased, provide the Condominium Corporation with the lessee's name, the owner's address and a copy of the lease or renewal or a summary of it in the form prescribed by the Minister; and provide the lessee with a copy of the declaration, by-laws and rules of the Condominium Corporation. If a lease of a unit is terminated and not renewed, the owner of the unit shall notify the Condominium Corporation in writing. A Condominium Corporation shall maintain a record of the notices it receives under this section.

Please complete "Summary of Lease or Renewal", a copy of which is attached to this package. Please remit the form to the Property Manager or drop it off at the Property Management office.

### **PETS**

**Residents must register their household domestic pets with Property Management.** Pet owners are not allowed to walk their pets unleashed anywhere upon the common elements. Pet owners must walk their pets somewhere other than the condominium property and we ask that you please clean up after them. Pets are not permitted to be exercised in the lobbies, corridors, stairways, patios, garages or any other portion of the Common Areas within the building. All damages caused by a pet to the building, floors, walls, trims, tiles, carpeting, stairs or any other portion of the Common Areas are the responsibility of the owner of the suite and the owner must fully reimburse the Condominium Corporation for the cost of the repair, and/or replacement.

### **IN-SUITE ANNUAL LIFE SAFETY INSPECTIONS: FIRE EQUIPMENT & ROOF ANCHORS**

The Condominium Corporation will carry out inspections periodical of your in-suite fire and life safety equipment on as-needed basis. Homeowner will be provided with notice as to when this work will be done via Property Management. If the homeowner is not at home, then the Property Manager will arrange for a maintenance and/or cleaner to allow the approved contractor access to your suite to do the inspections. Any suite specific deficiencies will be charged back to the homeowner.

Once a year, the Condominium Corporation does an annual inspection of roof anchors. If you have a roof anchor on your terrace, a technician will go through your suite to do the inspections. Homeowner will be provided with notice as to when this work will be done via Property Management.

**DO NOT PAINT OVER THE SPRINKLER HEAD CAPS, SMOKE DETECTORS, HEAT SENSORS AND SPEAKERS** as this may prevent the equipment from functioning properly.



Tampering with the life and safety equipment in your suite or in any part of the building can endanger yourself and other residents of the building. Anyone found tampering with the life and safety equipment could be formally charged and/or fined. As well as the cost of any repairs made necessary by such tampering will be borne by the owner.

## **EMERGENCY PROCEDURES**

For ambulance, police and fire department: call 911

When calling outside services, use the appropriate address:

The Madison at Yonge & Eglinton

West Tower  
89 Dunfield Avenue, Toronto ON

East Tower  
98 Lillian Street, Toronto ON

## **FIRE SAFETY**

In a "fire emergency", the safe and orderly evacuation of all personnel in the building is of paramount importance. The following procedures are intended to achieve this goal in the event of a crisis, not only from fire, but also from any other physical emergency.

There are smoke alarms, heat detectors and a carbon monoxide detector located in your suite.

You are reminded not to do or permit anything to be done in the unit, or bring or keep anything therein which will in any way create a risk of fire. For safety reasons, only artificial, non-combustible Christmas Trees are permitted.

### **IF YOU DISCOVER A FIRE**

- Leave the fire area and take your keys.
- Close all doors behind you.
- Activate the fire alarm by using the pull stations.
- Telephone 911 and ask for the Fire Department. Never assume that this has been done. Know and give the correct address and location of the fire in the building.
- Use exit stairwells to leave the building immediately.
- **DO NOT USE THE ELEVATORS TO EXIT THE BUILDING.**
- Do not return until it is declared safe to do so by a fire official.

### **IF YOU ARE IN A SUITE AND FIRE ALARM IS SOUNDED**

- Before opening door, feel the door and handle for heat. If not hot, brace yourself against door and open slightly. If you feel air pressure or hot draft, close the door quickly.
- If you find no fire or smoke in the corridor, take your suite keys, close the door behind you and leave by the nearest stairwell.
- If you encounter smoke in the corridor or stairwell, consider taking the corridor on other side of building, where the stairwell may be clear of smoke, or return to your suite.

## **EVACUATION PROCEDURES FOR HANDICAPPED PERSONS**

If you are handicapped please ensure that you fill in the attached Handicap Information Form and drop it off at the Management Office.

## IF YOU CANNOT LEAVE YOUR SUITE BECAUSE OF FIRE OR HEAVY SMOKE, REMAIN IN YOUR UNIT AND:

- Close the door.
- Unlock door for possible entry of fire fighters.
- Dial 911 and ask for the Fire Department. Tell them where you are, and then signal to Emergency Responders by waving a sheet out the window.
- Seal all cracks where smoke can get in by using wet towels or sheets.
- Crouch low to the floor if smoke enters the room.
- Move to the most protected room and partially open the window for air. Close the window if smoke comes in.
- Wait to be rescued. Remain calm.
- Listen for instruction or information, which may be given by authorized personnel over the loudspeaker.

## FIRE EXTINGUISHER, CONTROL AND CONFINEMENT

In the event that a small fire cannot be extinguished with the use of a portable fire extinguisher or the smoke presents a hazard to the operator, then the door to the area should be closed to confine and contain the fire. Leave the fire area, ensure the Fire Department has been notified and wait for the Fire Department. Once the pull station has been activated the nature and location of the alarm is automatically indicated on a fire alarm/enunciator panel, located in the main entrance foyer.

To operate a Fire Extinguisher – remember the word “PASS”

- P** - Pull the safety pin out;
- A** - Aim the fire extinguisher nozzle at the base of the fire;
- S** - Squeeze the trigger;
- S** - Sweep back and forth at the base of the fire until the fire is out.

Fire hose cabinets are strategically located on each floor and in the underground garage.

## ELEVATORS

The elevators have a backup system in case of a power failure. The elevators will return to the ground floor automatically. There are telephones in the elevators that are connected to the fire control room in your building. If you require assistance, please use the elevator phone assistance.

## IN GENERAL, OCCUPANTS ARE ADVISED TO:

- Know where the alarm pull stations and exits are located.
- Call 911; ask for the Fire Department immediately whenever you need assistance.
- Know the correct building address and where you are located in the building.

## DO I LEAVE THE BUILDING TO SAFETY OR IS IT SAFER TO STAY WHERE I AM?

The policy of the Ontario Fire Marshal's Office, and the approach widely accepted by the Fire Departments is that the best place to be in a fire is outside the building. If you choose to leave the building, do so as soon as possible.

When you hear a fire alarm, you should make up your mind right away whether to leave the suite or stay. Leaving later may create problems for you because smoke, which contains poisonous gases, may have filled the corridor or the stairwell.

NOTE THAT SMOKE DETECTORS IN YOUR SUITE DO NOT ACTIVATE THE FIRE ALARM SYSTEM HOWEVER; UNDER SEVERE HEAT CONDITIONS THE HEAT DETECTORS WILL SEND A SIGNAL TO THE MAIN FIRE PANEL AND SOUND AN ALARM.

### FIRE HAZARD

In order to avoid hazards in the building, occupants are advised:

- Do not store propane, gasoline or any other combustible material in your locker/suite or on your balcony.
- Do not put burning materials, such as cigarettes and ashes into garbage chutes.
- Do not dispose of flammable liquids in the garbage chutes.
- Never force cartons, coat hangers, and bundles of paper into chute because it may become blocked.
- Avoid unsafe cooking practices, (deep fat frying, too much heat, unattended stoves, loosely hanging sleeves).
- Not use unsafe electrical appliances, frayed extension cords, over-loaded outlets or lamp wire for permanent wiring.
- Avoid careless smoking, use ashtrays, and never smoke in bed.
- Not leave articles, such as shoes, rubbers, mats, etc., in the building halls.
- Disposal of hot items in the garbage may result in fire. Please ensure when depositing items in your garbage pail that they are properly cooled.

### UTILITIES SHUT-OFF

Locate the electric breaker panel in your suite and all water shut off valves. Learn how and when to turn these utilities off. Teach all responsible family members. Keep necessary tools near water shut-off valves.

### EVACUATION

Evacuate building immediately if told to do so: see Fire Safety Plan for detailed instructions.

For major disasters:

- Listen to your battery-powered radio and follow the instructions of local emergency officials.
- Wear protective clothing and sturdy shoes.
- Take your Emergency Supply Kit.
- Lock your home.
- Use travel routes specified by local authorities; don't use shortcuts because certain areas may be impassable or dangerous.

If you're sure you have time:

- Post a note telling others when you left and where you are going.
- Make arrangements for your pet.

## IN-SUITE SYSTEMS & MAINTENANCE

### 1. AIR CONDITIONING AND HEATING UNITS

Air conditioning/heating units circulate hot or cold water through a coil in order to condition a space. The unit gets its hot or cold water from a central plant, or mechanical room containing equipment for removing heat from the central building's closed-loop. The equipment used can consist of machines used to remove heat such as a chiller or a cooling tower and equipment for adding heat to the building's water such as a boiler or a commercial water heater.

The filter should be replaced every 3 to 4 months.

### 2. WEATHER-STRIPPING

The building has been engineered to have fresh air provided from the halls. **Do not install weather-stripping on the entrance door.** It can cause condensation, which deteriorates drywall and wood sills and creates mould that typically appears in the corners of drywall and on window surfaces.



### 3. LAUNDRY

The lint trap in your machine should be cleaned after each load. There is another built-in lint trap to be serviced and it is located in the ceiling of the laundry room. This built-in trap has been installed to reduce the chance of escaping lint fouling the exhaust system.

To avoid blocked ducts, humidity problems and slow drying clothes, clear this trap after every load. Ensure that the washer drain hose is correctly inserted into the drainpipe before using the machine. Inspect washer hoses on a regular basis. Make sure you turn hot and cold water valves off when leaving your home for an extended period of time.



### 4. STONE COUNTERTOP

The stone countertops come pre-sealed and therefore the homeowner can/should periodically seal it to avoid staining products (coffee, any oil-based products, etc.).

### 5. ENERGY EFFICIENCY

Saving energy around your suite:

- Use bathroom and kitchen exhaust fans to avoid moisture and humidity in order to protect the paint on the walls.
- Use fluorescent tubes or light bulbs which last longer than regular light bulbs – this utilizes only 30% of energy;
- Lower the thermostat to 20° C (68° F) during the winter season. Every degree above this setting increases your heating costs by 5%.

For ideas on how to conserve energy, visit Toronto Hydro's Website: [TorontoHydro.com](http://TorontoHydro.com)

## 6. WINDOWS AND DOORS



Please make sure both window latches are completely in the upright position before you use the handle to open the window.



Take care not to pull Balcony Slider Doors too hard so as to hit the stop and dent the door.

## 7. ELECTRICAL

Your electrical panel circuit breakers are generally located in the main hallway of your suite. The main breaker that supplies electricity to your in-suite panel is located in a corridor electrical room. It is unusual for this breaker to trip. If this breaker trips your suite would be totally without power. If your suite is totally without power please check to see if the power supply to the building has failed. If other neighbours have lost power or the emergency hall lights are on then the building has lost power. If unable to determine the problem, please contact the Concierge or the Property Manager to investigate for you or to advise you.

Suite Electrical Failure: Each breaker is identified for its general purpose. In the case of electrical failure, first check this panel for a “tripped” breaker in the “off” position. To reset, push the breaker all the way “off” and then “on”.

Please Note: have a qualified Electrician perform any electrical work.

*Note:*

Do not overload electrical outlets or run extension cords; Electrical warranty is null and void if electrical modifications are done.



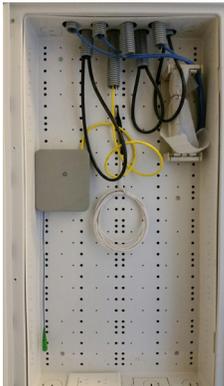
Arc Fault Circuit Interrupter (AFCI) located in your Electrical Panel is a type of breaker that is designed to detect arc faults in your bedroom's wiring and trips the breaker before those arc faults can cause a fire, this can be a sensitive device so if your bedroom receptacle are not functioning check this breaker to ensure it has not tripped, 99% of the time this is the culprit. The tripped position is in the middle, which is different than the other breakers so to reset you must flip to OFF and then back to ON.



Capped Outlets are pre-wired to a wall switch for you to install a light fixture. You must purchase your own light and hire a certified or licensed Electrician to do the installation. Your Property Manager can provide you with a list of qualified electricians.



You will find fire sprinklers located throughout your suite as part of the Fire Code. Do not tamper, remove or paint these covers as it may set off the sprinkler system.



Telecomm box located in your closet is ready to be connected for your home phone and internet requirements.



Ground Fault Circuit Interrupter (GFCI) outlet constantly monitors electricity flowing in a circuit to protect you from electrical shock in the event of a surge or water contact.

## 8. WATER LEAKS

In order to avoid possible water damage to the floor below, spills should be mopped up immediately and leaks repaired promptly. Should your taps start leaking, we urge you to repair them immediately as wasted water will increase our utility consumption and cost extra money. Should you experience a toilet overflow or leak of any kind, or if you see water entering your suite, we ask that you contact Concierge or Property Management immediately. This way damage can be kept to a minimum.

## 9. WATER SHUT OFF VALVES

Your suite valves are generally located in the vanity cabinet of your bathroom or kitchen. Please familiarize yourself with the location of these shut off valves. Ensure that these shut off valves are always accessible. If you are doing any plumbing modifications please remember that PVC piping is not permitted.



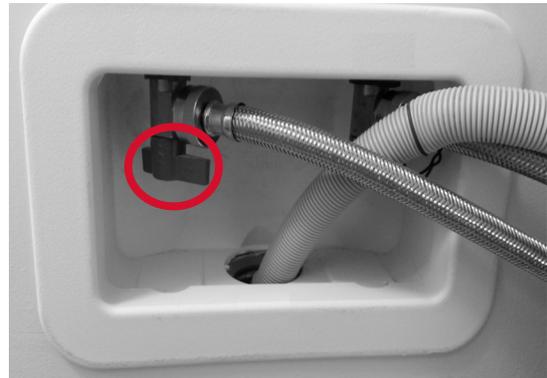
Water shut-off for dishwasher



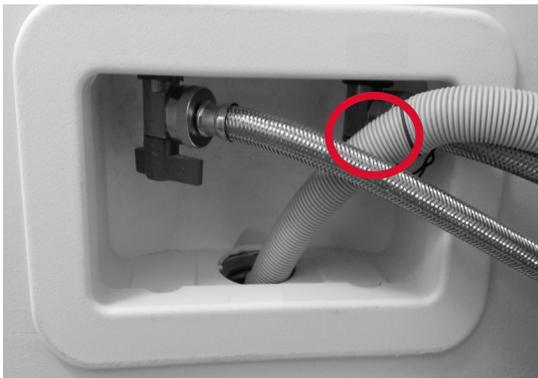
Hot and cold water shut-off for the kitchen sink



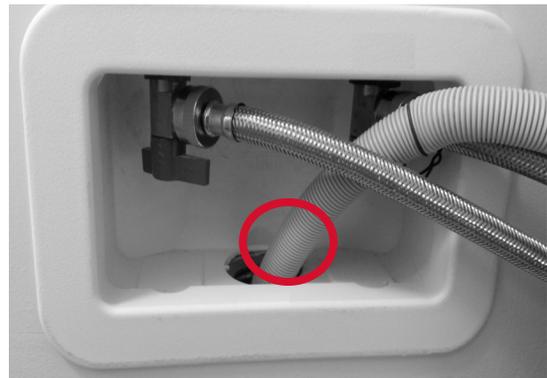
Main water shut-off in Main Bathroom



Laundry hot water shut-off

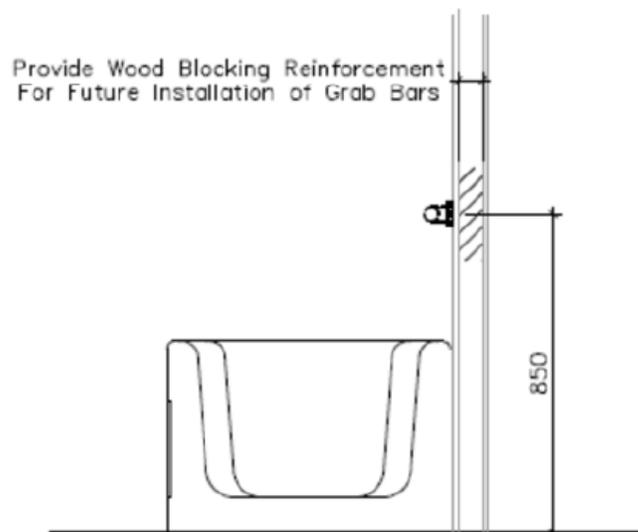
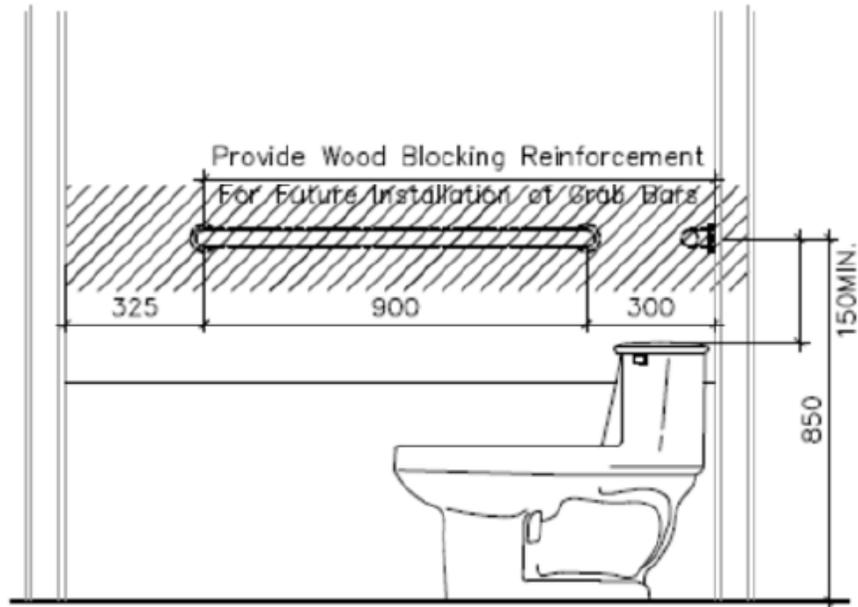
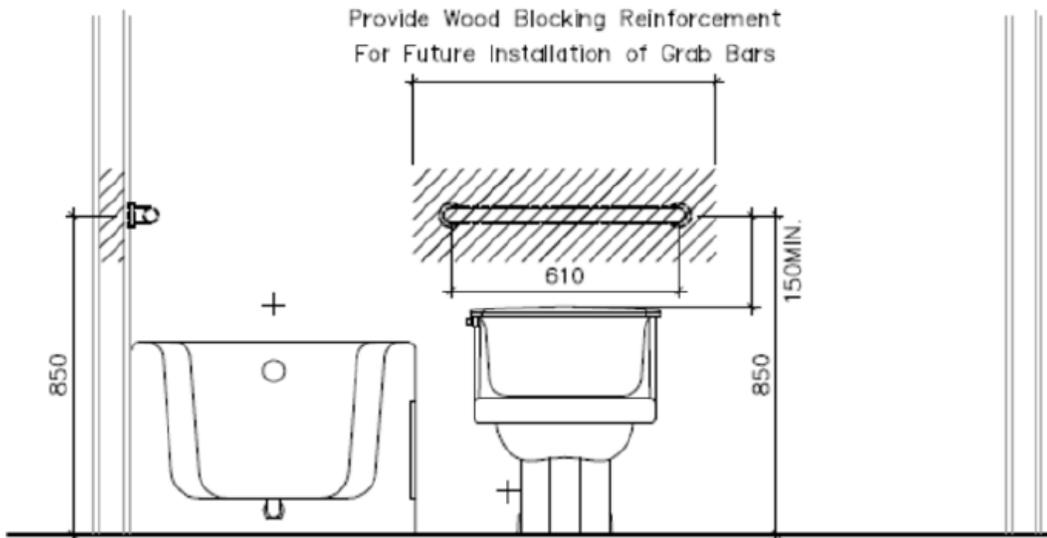


Laundry cold water shut-off

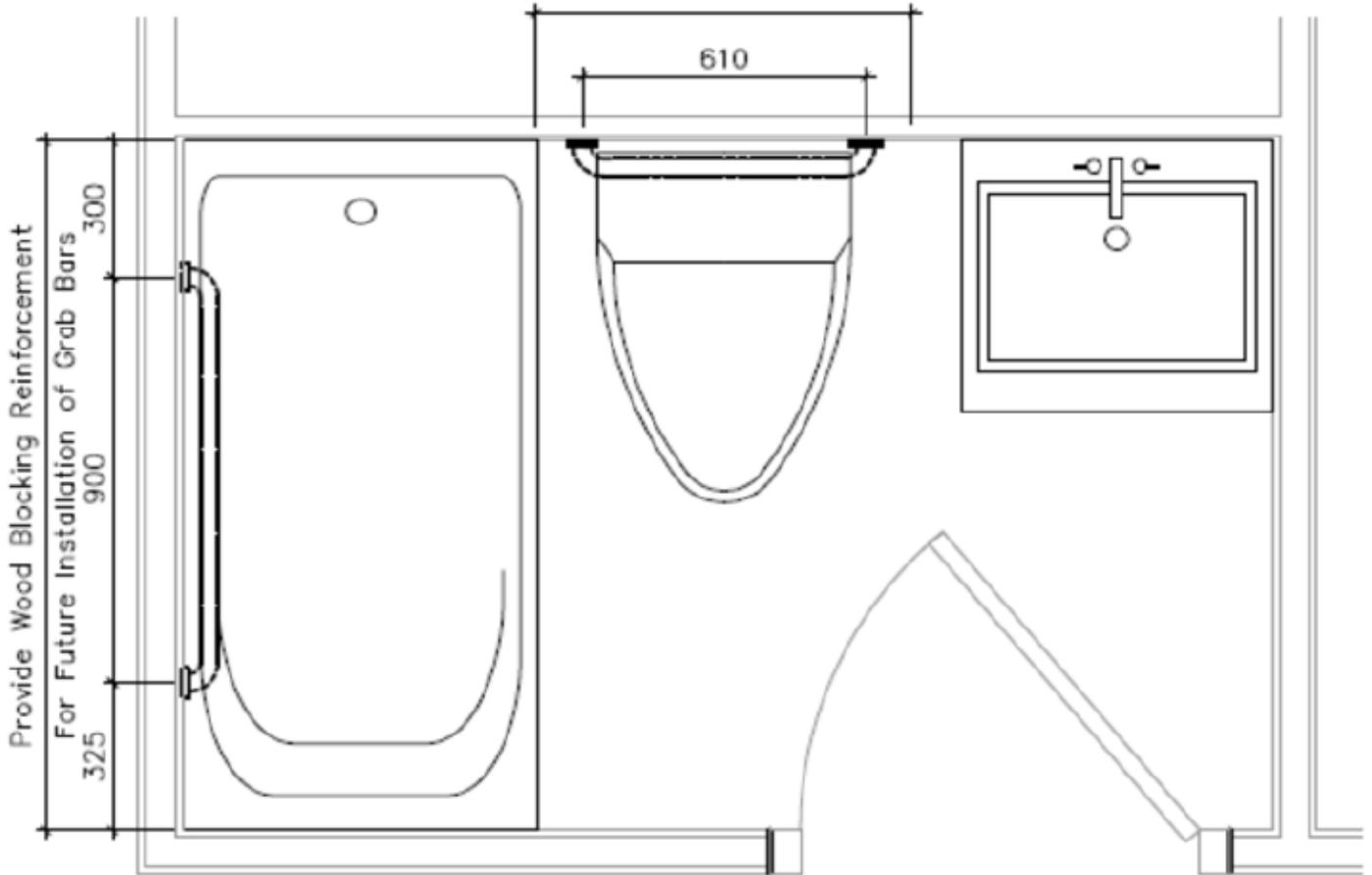


Laundry drain

11. PROVISION FOR FUTURE INSTALLATION OF GRAB BARS IN THE MAIN BATHROOM



Provide Wood Blocking Reinforcement  
For Future Installation of Grab Bars



#### 10. MAINTENANCE/REPAIRS

All unit maintenance is the owner's responsibility; if you require maintenance work, please feel free to contact the contractor of your choice. If you would like to be referred to someone Property Management would be pleased to provide you with names and numbers of trade's people we have had favourable experiences with in the past.

## TARION WARRANTY INFORMATION

Tarion Warranty Corporation is an independent not for profit corporation, a regulatory body that oversees and licenses all new home builders in Ontario, ensuring that all new home buyers receive the benefits and protection of their Builder's Warranty in accordance to the Ontario New Home Warranties Plan Act. Homeowners are encouraged to visit [Tarion.com](http://Tarion.com) for more information and resources regarding new home warranty coverage.

### One Year Warranty Protection

The builder warrants, for one year from the date of possession, that the home is free from defects in workmanship and materials and is fit to live in and meets the Ontario Building Code requirements. Homeowners are responsible for notifying both the builder and Tarion in writing of any defects **before the end of the first year**. If Tarion does not receive notice in writing within the warranty period, the claim cannot be allowed.

Builders will pass on to you any warranties given by manufacturers, suppliers and subcontractors that extend beyond the first year. In these cases, you should make any claims directly to the manufacturer or distributor.

Walls/Ceilings	Repairs to shrinkage cracks due to settling and corner bead splits will be done as a courtesy only once within the one-year period. Repair will not include repainting or replacing upgrades.
Electrical	Defects in materials or installation to wiring, light switches, duplex outlets, electrical panel and breakers are covered by this warranty. The addition of breakers or circuits or any alterations to the electrical system by the Homeowner voids this warranty item.
Plumbing	Defects due to materials or improper installation for all copper piping, drains, soldered joints and shut-off valves. Finishes on plumbing fixtures or faucets are covered by the manufacturer's warranty where applicable. Plumbing blockages caused by Homeowners are not applicable under this warranty. The satisfactory operation of the faucets is covered under the manufacturer's warranty where an extended warranty applies.
Doors	Warped or ill-fitting interior doors (except closet sliders and cabinet doors). Normal shrinkage and expansion due to humidity levels will occur and will usually correct itself in the first year.
Ventilation Fans	Performance of kitchen/stove hood fan and bathroom fan(s), provided the fans/filters have been kept free of grease and dirt build-up.
Appliances	Manufacturer's warranty deal with the manufacturer directly.

### *Common Elements and Exclusive Use Common Elements*

Common Elements (as defined by the Declaration and Description) are not covered under individual suite warranty. Where applicable, the Common Elements are covered under the Ontario New Home Warranty Program, separately. These issues should be addressed to the Board of Directors, via Property Management and copied to your Customer Service Representative.

## Two Year Warranty Protection

For homes enrolled on or after January 1, 1991 the Builder warrants for two years against:

- Water seepage through the basement or foundation walls (in condominiums, this protection includes all below-ground areas such as parking garages).
- Defects in materials and work including, caulking windows and doors so that the building envelope prevents water penetration.
- Defects in materials and workmanship in the distribution systems (plumbing, electrical, heating).
- Defects in materials and work, which result in the detachment, displacement or deterioration of exterior cladding leading to detachment or serious deterioration.
- Violations of the Ontario Building Code's health and safety provisions.

## Seven Year Warranty Protection

### *Major Structural Defects*

Any defect in materials or work that results in the failure of a load-bearing part of the structure or that significantly and adversely affects your use of the building as a home are covered for a period of seven years.

### *Transferability*

New Homeowners in Ontario benefit from comprehensive warranty coverage, which takes effect from the date of possession and remains in effect if the house or condominium is sold before the end of the warranty period.

### *Limitations*

This warranty and the obligations hereunder, are strictly limited to those repairs and time periods expressly set forth, and no other responsibility or obligation is to be inferred or implied. In any event, we shall not be responsible for any indirect, secondary or consequential damage which may be attributable to defects to which repair obligations apply, including, without limitation to, damage to the property of the owner or other chattels or other improvements made by anyone other than an authorized representative of the developer. This warranty shall not be in any way altered or tampered with by any person other than an authorized Representative.

### *What's Not Covered*

Knowing what's not covered by your warranty is just as important as knowing what is. New Homebuyers should become familiar with what's not covered under warranty protection:

- Defects in materials, design and work supplied or installed by the Homeowner/Purchaser, e.g., cabinets, flooring, and painting.
- Secondary damage caused by defects under warranty. While the defects themselves are covered, the personal or property damage they cause is not. Often, Homeowner's insurance covers secondary damage.
- Normal wear and tear.
- Normal shrinkage of materials that dry out after construction.
- Damage resulting from improper maintenance or Homeowner negligence. For example, dampness or condensation caused by Homeowners failing to maintain proper ventilation levels.
- Alterations or additions made by the Homeowner.
- Settling soil around the building or along utility lines.
- Damage caused by Homeowners, tenants and guests.
- Damage from insects or rodents, unless construction does not meet the Ontario Building Code.
- Damage beyond the Homeowner's control, e.g., floods, acts of God, wars, riots and vandalism.
- Damage caused by municipal services and other utilities.

- Surface defects in work and materials noted in writing and accepted by the Homeowner at the time of possession.
- Homes that have been lived in or rented prior to sale.
- Homes purchased from a receiver or trustee may not have warranty coverage.

### *Customer Service by the Developer*

The Madison at Yonge & Eglinton is committed to providing you, the Homeowner, with the best product and service. The role of Customer Care is to assist and coordinate any outstanding service issues and concerns you may have pertaining to workmanship and materials.

### *Procedures for Warranty Service*

This step details when the Homeowner is allowed to make a warranty service request. At any time during the first 30 days after the date of possession, the Homeowner must use Tarion's 30 Day Form in which they can request the repair of any item, which appeared on the PDI Form, as well as any new items. Any time during the last 30 days of the first year of possession, the Homeowner is entitled to submit a single Year-End Form outlining any additional defects. If you submit more than one form, the items listed on the Year-End Form will replace all of the items on any previous Year-End Form.

### *Common Element Issues*

Suite owners who experience Common Element problems should write to the Board of Directors via the Property Management Company and should copy the Customer Service Representative. This will ensure a co-coordinated approach to resolve these issues.