



THE GALLERY  
25 GRENVILLE STREET

# WELCOME TO

## INFORMATION FOR NEW RESIDENTS

### 1. PROPERTY MANAGEMENT

**FIRSTSERVICE RESIDENTIAL** has been retained to manage the complex. The Property Manager will deal with the day-to-day operations and condominium related concerns of the residents. Property Management is accountable to, and takes direction from the Condominium Corporation's Board of Directors and is directly responsible for the maintenance, appearance and upkeep of all the Common Elements throughout the complex. The Property Manager also carries out the supervision of any on-site cleaning, Concierge personnel and trade suppliers. If you experience any problems with the property or on-site personnel, please contact the Property Manager.

There is a site Property Management office that will be available during office hours. To reach the assigned Property Manager, please **call 416.847.7258 or by fax 416.944.1530**. The on-site office is located on the 2nd floor beside the hobby room.

**Your Property Manager is Anthony Tucci**, and may be reached by phone at on-site office at 416.847.7258 by fax at 416.293.5900 or by e-mail: [anthony.tucci@fsresidential.com](mailto:anthony.tucci@fsresidential.com).

### 2. RESIDENT INFORMATION

It is imperative for your safety and security that anyone who has not yet done so completes 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.**

### 3. TELEPHONE NUMBERS

Whom to call: 416.944.1529 or the concierge desk at 416.944.1528

**Property Management** Monday to Friday from 9:00 a.m. to 5:00 p.m. (except public holidays) for questions, problems, clarification, etc.

**Emergencies** If you have an emergency after regular business hours and require Management personnel, please contact the FirstService Residential emergency line at **416.293.5900** or our Customer Care Center **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.

**Move-ins and deliveries:** All move-ins must be pre-booked with the concierge. You can move in Monday to Saturday between 12:00 noon to 8:00 p.m. (there are 2 booking times: 12:00 noon to 4:00 p.m.; and 4:00 p.m. to 8:00 p.m. (except statutory holidays). You are allowed four hours to move-in.

**Concierge:** The Concierge is available 7 days a week, 24 hours per day at 416-944-1528.

**TARION:** Please contact TARION, the Ontario new home warranty program at website: [www.tarion.com](http://www.tarion.com)  
Tel: 1.877.9tarion Fax: 1.877.664.9710

#### 4. **BOARD OF DIRECTORS**

The Board of Directors is responsible for looking after the affairs of the 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 building is registered.

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

#### 5. **CONCIERGE**

The Concierge staff will be on duty 24 hours a day, seven days a week. The Concierge reports to the Property Manager.

Concierge can accept some deliveries on your behalf. Only parcels smaller than 18" x 18" can be received. The Concierge staff will accept no perishables or registered mail due to liability concerns and cannot leave the desk to bring a parcel to you. You must sign a liability waiver absolving the Concierge and Property Management of any responsibility for loss or damage. A parcel waiver has been attached. Please complete and drop it off to the Concierge at your convenience.

Concierge will only hold a key to your suite for a Real Estate agent, the person who cleans your suite, walks your dog, etc. if you complete a Suite Entry Waiver Form and submit it to the Concierge along with your key. It is your responsibility to ensure that the Suite Entry Waiver Form is kept up to date.

Concierge monitors the building's video cameras while on duty and will notify the Police or Fire Department should there be a concern. Otherwise the alarms are monitored off-site. During a fire alarm the Concierge is responsible for meeting the Fire Department and advising them of the nature and location of the emergency. They will provide the Fire Department with a set of master keys and a list of residents requiring assistance. Should you require assistance in the event of an emergency please complete the handicap information form attached and submit it to the Concierge.

If you are booking telephone and cable tv connections, please ensure that you advise them to have their technicians do their service at the building during 8:00 a.m. and 8:00 p.m. from Monday to Saturday. The Concierge will allow these technicians access to the building's telecommunications room, but not into your suite.

#### 6. **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.**

#### 7. **MOVING AND DELIVERIES**

Except without prior written authorization of the Board of Directors, moving and deliveries shall be permitted only between the hours of 8:00 a.m. and 8:00 p.m. Monday to Saturday (except statutory holidays). You must complete an "Elevator Reservation Agreement" form. You must book the elevator with the Concierge. You can obtain a form from the Concierge.

Moves and deliveries must be booked with the Concierge at least 24 hours 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 Concierge 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 Concierge 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, located in the moving room on P1.

#### 8. **ENTERPHONE SYSTEM**

Lobby Calls from the enterphone system are limited to 60 Seconds and then the call is disconnected. The lobby directory panel provides the Resident's name for visitor reference. Your guest just needs to push the call button and the system will connect the visitor to the Resident. In order to allow entry, you must press # 9 on your telephone dial pad. Be sure to give your visitor your suite number, as it is not identified in the lobby. Please contact the Concierge if your name is not properly posted on the entry board.

You can have a landline or cell phone entered into the enterphone system. If you choose to use a cell number, the resident is responsible for all cellular call charges and costs, not the Condominium Corporation. Please contact the Concierge if your name is not properly posted on the enterphone system.

#### 9. **VISITORS AND VISITORS' PARKING**

There are designated visitor parking spaces located in the underground parking garage. Owners/Residents are not permitted to park in the designated visitor parking spaces.

If your visitors are planning to park in the underground garage, they must register with the Concierge. If they are planning to stay overnight, they must obtain a Visitors Parking Permit from the Concierge.

Parking is prohibited between the hours of 2:00 a.m. and 7:00 a.m. in the Visitor's parking area, except as provided specifically on the face of the Visitors Parking Permit when duly issued and displayed. Any owner or resident applying for a Visitors Parking Permit will provide to the Concierge the information required. The Visitors Permit may be used only by the bona fide visitor or guest of the resident applying for same. Visitors Permits are valid for the vehicle, times and dates, stated on the face thereof, and as registered with the Concierge. Visitors Parking Permit must be in a fully visible position on the left hand side of the dashboard. Visitors Parking Permits are not valid for more than one (1) overnight stay per week unless specifically authorized by the Property Management Office (e.g. out-of-town guests). The host of any guest requiring parking in excess of one (1) night per week on a regular basis is encouraged to negotiate the rental of underground parking, as available, to avoid possible parking tags.

Nightly parking violation patrols are in effect to ensure compliance with these rules. Non-compliance will result in vehicles being tagged with parking tickets or towed at the owner's expense. These parking tickets are issued under authority of the Parking Authority of Toronto.

#### 10. **ACCESS CARDS/GARAGE REMOTES**

Each suite owner will also be supplied with two (2) perimeter access cards, which provide easy access to the exercise room and main entranceways. Extra cards will be available for purchase from the Concierge or Property Management at a cost

A garage remote has been provided to each parking stall. The transmitters are used to gain entry to the parking garage. If you lose a transmitter or if the transmitter is broken, notify the Concierge or Property Manager immediately and they will issue another one at a replacement cost.

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.

#### 11. **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 at your expense. Safety chain/double locks, etc., may not be attached to suite entry doors without the consent of the Board of Directors.

In the interest of security your suite keys cannot be duplicated without the written approval of the Property Manager. If you require an extra key to be cut please contact Management.

#### 12. **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.

#### 13. **OPENING OF SUITE DOORS**

In order for the Concierge 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 Corporation from any liability. The waiver has been enclosed should you wish to complete it. Additional copies can be obtained from the Concierge Desk.

#### 14. **VACATIONS AND 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 shut off the water supply to your suite prior to leaving. The main water shut-offs are located underneath the bathroom vanities. In most cases the water supply for your entire suite can be shut off from this one location.

## 15. CORPORATION DOCUMENTS

Your legal counsel should provide you with your Declaration, By-laws and Rules when you take possession of your suite. Please contact Property Management if you do not receive a copy. Management will charge a \$20.00 per hour administration fee plus twenty-five (25) cents per photocopy for copying services. The Board of Directors is permitted to modify the rules for the Condominium and may institute new rules from time to time. You will be informed in writing if this occurs.

## 16. 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 Assessment Fees. Common Expense 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 Corporation will charge an owner an administration fee of \$25.00 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 CEA payment the Corporation must take steps to enforce their lien rights as per the Condominium Act, 1998. A lien is a claim or charge against property for the payment of a debt or obligation. A lien for Common Element Assessment fees may be enforced in the same manner as a mortgage. The lien covers not only the unpaid common expenses 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 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 \$107 is charged to the defaulting owner. To avoid any charges please make your payments as required.

Please do your part to help conserve energy and water. The cost of utilities represents a significant portion of the monthly Common Element Assessment Fees. For ideas on how to conserve energy, visit Toronto Hydro's Website: [www.torontohydro.com](http://www.torontohydro.com)

## 17. COMMUNICATION

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

## 18. GARBAGE/RECYCLING

We request that you be considerate of your neighbours, and only use the garbage chute between the hours of 8:00 a.m. and 10:00 p.m.

All garbage must be properly drained and double-bagged 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 in the access area.

**DO NOT put large pieces of cardboard into the chute, as it is possible to cause a blockage.** Kindly take the material down to the recycling room located in the loading dock area on the main level and manually dispose of it in the appropriate bin. Cardboard boxes must be broken down prior to disposal.

All large items for disposal must be discussed with Concierge prior to disposal.

Please note that the garbage/recycling chute is only about two feet wide, so please do not put oversized 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.

No resident shall permit any burning material, including burning cigarettes, cigars, or other ignited material to be deposited in the garbage chute or garbage bins.

#### 19. **PARKING**

We would like to remind you to 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.**

#### 20. **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 cement. 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.

#### 21. **BICYCLES**

Bicycles should be stored in your personal bicycle storage locker unit. Please do not bring bicycles through the lobby or onto the elevators.

There is a bicycle storage area located in the underground garage for your guests and visitors. Your guests and visitors must book in with the Concierge.

#### 22. **AIR CONDITIONING AND HEATING UNITS**

##### **Fan Coil Systems**

The building is designed with a Fan Coil System, which has a number of benefits over other conventional systems. Fan Coil units are smaller and take up less space in the suite than other systems. They are also quieter in operation and more efficient. These units permit complete control over the heating or cooling of your individual suites. Certain maintenance procedures are required to keep your Fan Coil functioning properly.

Management will be working with the Board of Directors and will be putting a contract in place to maintain the fan coil system. The contract will do maintenance to the heat pumps annually and change the filters twice a year. Residents will be notified when this work will be done. At that time you will need to ensure that there is no furniture or any other items blocking the heat pump unit.

Please take a few minutes to read over the following information, which explains the functioning of the system and the required maintenance.

### Fan Coil Functioning

The fan coil system requires a central boiler, pumps and cooler, which are located in the Common Element areas of the building. There is a continuous loop of liquid that circulates throughout the system. This loop connects all the individual heat pumps to the central boiler and cooling tower. When all units are calling for heat, heat is added to the system by the central boiler. When all units are calling for cooling, heat is extracted from the loop by the cooling tower.

***The central system is part of the Common Elements of the building and its maintenance is paid for by your Common Element fees.***

Each individual heat pump can either heat or cool and is controlled by a thermostat. When a unit is cooling, it is taking heat out of the air and putting it into the loop. When a unit is heating, it is taking heat out of the loop. On a sunny winter day, for example, units on the south side of the building may be in cooling mode and the heat energy they are extracting would be transferred to units on the north side of the building. Thus, heating and cooling are accomplished without using the central boiler or cooling tower. For this reason this system is very energy efficient and is able to make use of solar heat gain.

***The individual heat pumps are owned by the suite owners and their maintenance is their individual responsibility.***

### Fan Coil Maintenance

The Fan Coil unit has been designed to be as low maintenance as possible. However, it is recommended that a semi-annual maintenance check be performed and the filter in the unit should be changed every three months. This maintenance is the responsibility of the owner/resident.

Please find below the recommended routine maintenance required for your fan coil unit. We strongly recommend that you hire a professional to perform this service for you.

### Inspect Unit

- a) Run system through operation check.
- b) Remove return grille, replace filter. Clean grille if required.
- c) Inspect fan. Clean as required.
- d) Inspect drain pan and clean if necessary. Check condensate drain line to ensure it is open and clear.
- e) Replace return air filter and grille.
- f) Remove and clean supply air grilles, if required.

### Filters

A maintenance program will be put into place to change the filters once a year.

### Thermostats

Most people are unaware that they can damage their heat pump systems by improperly using their thermostats.

The first rule of thermostat use is to never adjust the temperature on the thermostat, up or down, unless the system switch on the thermostat is in the OFF position. Anytime you find it necessary to adjust your thermostat please follow these steps:

- a) Switch system to the off position.
- b) Make the necessary temperature adjustment.
- c) Wait at least two (2) minutes.
- d) Set the switch to the Heat or Cool position.

Failure to follow this procedure can short cycle the compressor. Short cycling can blow fuses, trip circuit breakers and if done often enough, can (and eventually will) destroy the compressor.

### 23. 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.

### 24. DOOR ALARM CONTACT & IN-SUITE ALARMS

Do not paint over the door alarm contact mounted on your suite entrance frame.

It is the responsibility of the resident to pay for in-suite alarm protection. Residents may contact the Property Manager to obtain the information on the in-suite security company to contact.

### 25. 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 exhaust duct, ahead of the exhaust fan. 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.

### 26. 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.

### 27. WATER SHUT OFF VALVES

Your suite valves are generally located in the vanity cabinet of your bathroom. 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.



## 28. 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 be 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 Property Management immediately. This way damage can be kept to a minimum.

## 29. CORRIDORS, DOORS AND 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 fix 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.

## 30. 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 and the Concierge to obtain compliance. Please remember that you are living in a building with other people. 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 call the Concierge desk and put your complaint in writing to the Management. In emergency situations, call the Police directly and advise Property Management and the Concierge thereafter.

## 31. 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.

## 32. 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 & not the area above or around 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 corporation is not responsible for any lost or stolen items.

Storage of gasoline, propane or any other combustible materials is not permitted.

## 33. SOLICITING

No business solicitation or canvassing is permitted, other than for political elections, within this condominium. Please contact the Concierge should a canvasser bother you.

## 34. BALCONIES, TERRACES AND 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 provided that it does not exceed the recommended weight restriction 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 require the approval from the Corporation's Board of Directors if they wish to install carpeting or tile on their balcony/terrace.

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 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.

### 35. **SATELLITE DISHES**

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

### 36. **AMENITIES – INDOOR AND OUTDOOR**

It is understood that use all of the amenities (lounge, multi-purpose room, exercise room, swimming pool, outdoor patio, guest suites) 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 prebooked.

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

Hours are from 6:00 a.m. to 12:00 a.m. (midnight) unless otherwise stated below.

### 37. **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. Residents using the multipurpose 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. Contact Concierge to book the room for private use.

- a) All bookings for shall be made with the Concierge at the front desk during regular business hours and should be made no more than six months in advance. The Manager may request any additional information from any party applying for the use of any Room, as the Manager deems reasonable or appropriate in its sole discretion.
- b) Any application form supplied by management to a Resident shall be completed in full and signed by the Resident and returned to confirm booking. The Resident must be present during booked events.
- c) The Resident shall provide a \$1000.00 security/cleaning deposit (cheque) made payable to the condominium corporation at least two weeks prior to the reserved date. If the deposit is not paid to Management by way of a cheque or money order at least two weeks prior to the reserved date, the Manager may cancel the reservation. A \$50.00 cleaning fee (cheque) made payable to the condominium corporation is also due at the time of the booking.
- d) Subsequent to any event being held, the Concierge shall determine if any damage has been occasioned to the Room and shall notify the Resident who rented the Room, in writing, as to such determination. In the event that no damage has been caused, the Deposit Cheque shall be returned to the Resident who used the Room. In the event that there is damage to the Room, then Management shall be empowered 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 Resident shall immediately reimburse the Property Management for all sums expended by the Management, in excess of the Deposit, in order to repair or rectify the damage and clean the Room.
- e) Reservations must be cancelled no later than 14 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 Room.
- g) All functions must be terminated as of 2:00 a.m. and the Room must thereafter be immediately vacated by all Residents and Guests.
- h) The Board of Directors may decide that a security guard must be retained to monitor the access to (and 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 Resident in whose name the reservation has been made.

### 38. **OUTDOOR PATIO**

- a) The Outdoor Patio may be used by residents and guests as a gathering place. It cannot be used for privately booked functions.
- b) Snacks and beverages are permitted. Residents are to pick up and dispose of all garbage and ensure that the outdoor patio is left in a neat and tidy condition. Any spills or mishaps must be reported to the Concierge to ensure immediate clean up. Failure to do so will cause a cleaning fee to be levied against the user.
- c) Noisy or rowdy behaviour is prohibited within the Outdoor Patio.

- d) No loud music shall be permitted in the Outdoor Patio area.
- e) The doors to the Outdoor Patio cannot be left open.
- f) The Outdoor Patio is opened seasonally. It is not cleared of snow and ice in the winter months.

#### 39. **EXERCISE ROOM**

- 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) Residents and/or Guests shall not wear any sort of wet attire, including bathing suits, into the exercise room.
- c) Residents and/or Guests under the age 16 are strictly prohibited from using the exercise room unless they are accompanied and supervised by an adult resident.
- d) A Resident must accompany guests at all times. Maximum of 2 guests per suite at one time.
- e) Residents and/or Guests shall treat all equipment with reasonable care and caution.
- f) Removal of any equipment from the exercise room for any purpose is strictly prohibited.
- g) Weights, mats and exercise equipment must be replaced where they belong after use.
- h) No food or beverage in a glass container is permitted within the exercise room.
- i) All Residents and Guests must, after using any machinery or equipment situated within the exercise room, wipe such machinery or equipment clean of any perspiration.
- j) Equipment can be booked for half hour sessions. Residents are asked to use the reservation sheet located in the exercise room for each piece of equipment they are using. Equipment is available on a first-come, first-serve basis if the equipment has not been booked already.

#### 40. **GENERAL**

Smoking is not permitted in the common areas of the building. Also, 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.

Proper footwear and clothing must be worn in the common areas of the building at all times.

#### 41. **INSURANCE**

The 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 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. Pictures say a thousand words.

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, fire alarm system, and the Concierge. All you are required to do to obtain these discounts is ask.

42. **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 corporation that the unit is leased, provide the 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 corporation. If a lease of a unit is terminated and not renewed, the owner of the unit shall notify the corporation in writing. A corporation shall maintain a record of the notices it receives under this section.

Please complete the **“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 Concierge Desk.

43. **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 elements 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 elements are the responsibility of the owner of the suite and the owner must fully reimburse the Corporation for the cost of the repair, replacement or renovation.

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

Once a year, the corporation does an annual inspection of your in-suite fire and life safety equipment. Residents will be provided with notice as to when this work will be done via Property Management. If the resident is not at home, then the Property Manager will arrange for the Concierge, 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 your suite.

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.

Once a year, the 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. Residents will be provided with notice as to when this work will be done via Property Management.

45. **EMERGENCY PROCEDURES**

For ambulance: call 911

When calling outside services, use the appropriate address: 25 Grenville Street  
(Closest Intersection) Bay and College

## 46. **FIRE SAFETY**

This section outlines procedures and responsibilities for Residents and building personnel 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.

The complete *co-operation* of each person is required if the plan is to be successful.

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.

**Handicapped persons who require assistance if evacuation becomes necessary should complete the Handicap Information Form provided. The Corporation is required by law to keep a current list available.**

### **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 ELEVATORS**

- 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 HEARD**

- 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.

### **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 Fire Fighters 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.

### **FIRE HOSE CABINETS AND EXTINGUISHERS**

Fire hose cabinets are strategically located on each floor and in the underground garage. Additional fire extinguishers may be found in the mechanical areas.

### **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 the elevator phone is there for your 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 to:

- Not store propane, gasoline or any other combustible material in your locker/suite or on your balcony.
- Not put burning materials, such as cigarettes and ashes into garbage chutes.
- 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.

### **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 Concierge Desk or fax it to the Management Office.

### **FAMILY EMERGENCY PREPAREDNESS PLAN**

Please enjoy this guide with FIRSTSERVICE RESIDENTIAL compliments. Although this guide is meant to be informative, helpful and interesting, it is not intended to be the final authority. Boards of Directors/Building Owners and their residents should be prepared to seek expert advice or opinions in the appropriate areas.

#### **Preparing Your Family Emergency Preparedness Plan**

Disaster can strike quickly and without warning. It can force you to evacuate your neighborhood or confine you to your home. What would you do if basic services-water, gas, electricity or telephone-were cut off? Local officials and relief workers will be on the scene after a disaster, but they cannot reach everyone right away.

Families can and do cope with disaster by preparing in advance and working together as a team. Follow the steps listed in the plan below to create your family's disaster plan. Knowing what to do is your best protection and your responsibility.

#### **Find Out What Could Happen To You**

Contact your local Red Cross chapter or emergency management office 416-480-2500, and be prepared to take notes on the following:

- Ask what types of disasters are most likely to happen. Request information on how to prepare for each.
- Learn about your building's warning signals i.e. fire alarm: what they sound like and what you should do when you hear them.
- Ask about animal care after a disaster. Animals may not be allowed inside emergency shelters due to health regulations.
- Find out how to help elderly or disabled persons, if needed.



- Next, find out about the disaster plans at your workplace, your children's school or daycare center and other places where your family spends time.

### **Create a Disaster Plan**

- Meet with your family and discuss why you need to prepare for disaster. Explain the dangers of fire, severe weather and earthquakes to children. Plan to share responsibilities and work together as a team.
- Discuss the types of disasters that are most likely to happen. Explain what to do in each case.
- Pick two places to meet:
  1. Right outside your building in case of a sudden emergency, like a fire.
  2. Some other known place in case you can't return to your building. Everyone must know the address and phone number.
- Ask an out-of-province friend to be your *family contact* after a disaster. It's often easier to call long distance. Other family members should call this person and tell them where they are. Everyone must know your contact's phone number.
- Discuss what to do in an evacuation. Plan how to care for your pets.

### **Complete This Checklist**

- Post emergency telephone numbers by your phones (fire, police, ambulance, etc.)
- Teach children how and when to call 9-1-1.
- Determine the closest exit route and post the fire safety plan on the inside of suite door for quick reference.
- Teach each family member how to use the fire extinguisher (ABC type) and show them where it's kept.
- Show responsible family member how to turn off water, gas and electricity at the main switches. (townhouses only)
- Conduct a home hazard hunt. During a disaster, ordinary objects in your home can cause injury or damage. Anything that can move, fall, break or cause a fire is a home hazard. For example, a lamp or a bookshelf can fall. Inspect your home at least once a year and fix potential hazards. *Contact your local fire department to learn about home fire hazards.*
- Stock emergency supplies and assemble a Disaster Supplies Kit.
- Take a Red Cross first aid and CPR class.
- Find the safe spots in your suite for each type of disaster.
- Check if you have adequate insurance coverage.

### **Practice and Maintain Your Plan**

- Quiz your family every six months so they remember what to do.
- Conduct quarterly fire and emergency evacuation drills.
- Replace stored water every three months and stored food every six months.
- Test and recharge your fire extinguisher(s) according to manufacturer's instructions.
- Test your smoke detectors monthly.
- Test your carbon monoxide detectors monthly.

### **The following information will help you with your plan:**

#### **Emergency Supply Kit**

Keep enough supplies to meet your needs for at least three days. Store these supplies in sturdy, easy-to-carry containers such as back-packs, duffel bags or covered trash containers.

Include:

- A three-day supply of water (one gallon per person per day) and food that won't spoil.
- One change of clothing and footwear per person, and one blanket or sleeping bag per person.
- A first aid kit that includes your family's prescription medications. Ensure that family prescriptions are kept separate and out of the reach of children.
- Emergency tools including a battery-powered radio, flashlight and plenty of extra batteries.

- An extra set of car keys and a credit card, cash or traveler's cheques.
- Sanitation supplies.
- Special items for infant, elderly or disabled family members.
- An extra pair of glasses.
- Keep important family documents in a waterproof container. Keep a smaller kit in the trunk of your car.

### **Utilities Shut-Off**

Locate the electric breaker panel in your suite, water shut off valves and any hose bibs on terraces and natural gas release for your barbeque. Learn how and when to turn these utilities off. Teach all responsible family members. Keep necessary tools near gas and 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.

## **TARION (O.N.H.W.P.) Warranty Information**

Tarion 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.

### **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, is fit to live in and meets the Ontario Building Code requirements. Homeowners are responsible for notifying both the builder and ONHWP in writing of any defects **before the end of the first year**. If ONHWP 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 manufactures, 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**

 is committed to providing you, the Homeowner, with the best product and service. The role of Customer Service 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.