



90 Trinity Street  
TORONTO M5A 0E3

# Homeowner Manual

Approved by the Board of Directors – TSCC#2263 – April 2015

## Welcome Home!

This Homeowner Manual has been created for Trinity Lofts homeowners and residents to help you familiarize yourself with the features of your home, the care and maintenance responsibilities of Trinity Lofts homeownership, what the warranty program covers and for how long, and how to reach the appropriate party if you have questions or concerns.

This handbook has been designed to answer the most commonly asked questions about condominium home maintenance, warranties and the obligations of the homeowner.

We are here to help. If you have any questions or concerns, please do not hesitate to contact us at (416) 230-6501. We look forward to working with you to develop a long-term, positive relationship with this exciting condominium community.



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# GENERAL BUILDING INFORMATION

## Team members

### **Management**

Brookfield Condominium Services Ltd. manages Trinity Lofts. Katia Savvaidou is the Property Manager and is onsite Tuesdays and Thursdays. Katia can be contacted by phone at 416-230-6501 and by email [trinitylofts@rogers.com](mailto:trinitylofts@rogers.com) at any time. If the manager cannot be reached please call the **Brookfield Emergency after-hours line** at (416) 510-8700.

### **Housekeeping**

Your Condominium Corporation has housekeeping services contract with an independent contractor to provide housekeeping of common areas. The cleaning staff is responsible for cleaning all amenities and common areas only. The cleaners are NOT permitted to perform private work inside the suites for residents.

In order to service you better and faster our Building Staff, Zenon can be reached at (647) 532-3513.

You can either call him or text message him during business hours:

Monday to Friday - between 9 am to 4 pm; Saturday - from 9 am to 1 pm.

### **Board of Directors**

<b><u>Name</u></b>	<b><u>Title</u></b>	<b><u>Term</u></b>
Davelle Morrison	President	2016
Jill Comeau-Laudisa	V. President	2018 (owner occupied position)
Peter Constantinou	Treasurer	2018

## TELEPHONE DIRECTORY

### Emergency/ Police

<b>Fire/ Police Emergency</b>		<b>911</b>
<b>Ambulance Emergency</b>		<b>911</b>
Metro Toronto Police	Non-Emergency	(416) 808-2222
Telehealth Ontario (24 hours)		1 (866) 797-0000

### Administration

Brookfield Property Manager		(416) 230-6501
Zenon, Cleaning Services		(647) 532-3513
Visitors Parking Permits – Security Advisor Group		(416) 410-4850
Brookfield Emergency after-hours line		(416) 510-8700

### Hospitals

St. Michael's Hospital	30 Bond Street	(416) 360-4000
Mount Sinai Hospital	600 University Ave	(416) 596-4200
Women's College Hospital	76 Grenville St.	(416) 323-6400
Toronto General Hospital	200 Elizabeth St.	(416) 340-3111
Toronto Western Hospital	399 Bathurst St.	(416) 603-2581
Hospital for Sick Children	555 University Ave	(416) 813-1500
Poison Control		(416) 813-5900

### City of Toronto Services

Municipal Office, Realty Tax Department & Water Billings		(416) 392-2489
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### Services

Bell Canada		(416) 310-2355
Rogers Cable (24 Hours)		1 (888) 764-3771
EnerCare		1 (866) 449-4423
Canada Post		1 (866) 607-6301

### Transit

Toronto Transit Commission	<a href="http://www.toronto.ca/ttc">http://www.toronto.ca/ttc</a>	(416) 393-4636
Auto Share		(416) 340-7888

### Tarion Warranty Corporation

Ontario New Home Warranty Program – <a href="http://www.tarion.com">www.tarion.com</a>		Tel: (416) 229-9200
		Fax: (416) 229-3800

## THE CONDOMINIUM CONCEPT

**The Condominium** in Ontario refers to a type of Homeownership, whereby an individual acquires ownership of the interior of a Unit, together with an undivided interest in the Common Elements of a Condominium Corporation. Condominiums are regulated under an act of the Provincial Legislature (*The Condominium Act, S.O. 2001*). Each Condominium Corporation has a Declaration, Bylaws, Rules and Regulations which govern the use of the Units and the Common Elements.

With Condominiums, all unit owners share the Common Elements and consequently they must pay for the maintenance and repair of these elements. However, an Owner shall not repair or modify the Common Elements except where he/she is obliged to do so by the Declaration. Typical Common Elements include the property, garage, lobby and work out room. The balconies and terraces are defined as Common Elements with exclusive use for the adjoining residential Unit and are subject to the Rules and Regulations governing their use.

This joint ownership also means sharing of costs. The cost of necessary service repairs and improvements must be borne by all owners in accordance with their respective share of the Common Elements, as defined by the Declaration. For this purpose, the Board of Directors must establish an annual budget with each owner being responsible to pay on the first day of each month, one twelfth of the annual Common Expense Fee for their Unit as stipulated by the Budget. If fees are not paid promptly, legal steps may be taken to secure the Condominium Corporation's interest and all costs, or charges resulting, must also be paid by the owner in arrears.

**The Declaration** is the document that creates the Condominium Corporation. It is the "constitution" for the Governance of the Condominium. It defines the ownership of the property which is individually owned (the Unit), the property that is shared and jointly owned (the Common Elements).

**The Bylaws** are regulations for the Condominium Corporation to govern its own meetings and affairs. A standard set of Bylaws are established and provided to the Corporation by the Declarant (Developer) upon registration of the Condominium Corporation. Additional Bylaws are passed (established) by the Board of Directors of the Condominium Corporation and become effective following confirmation by owners who own not less than 51% of the Units. Bylaws must be registered at the Land Registry Office.

**Rules and Regulations** are developed by the Board of Directors of the Condominium Corporation. They must be reasonable and consistent with the Condominium Act, the Declaration and the Bylaws. New rules become effective thirty (30) days after notice is given to each owner (unless the Board is in receipt of a requisition in writing, made by owners who together own at least 15% of the Units, requesting a meeting of owners to consider the changes).

The Rules and Regulations have been developed to:

- Promote the safety, security and welfare of all owners, residents and guests
- Provide an atmosphere of quiet enjoyment for all residents and guests
- Provide for the protection of all property.

**The Enforcement** of the Bylaws and rules is an obligation placed on the Board by the Condominium Act. However, an obligation to report infractions is the responsibility of all residents. Infractions should be reported in writing to the Property Manager or to the Board of Directors, to ensure action is taken. If for any reason the Condominium Corporation incurs any losses, costs or damages as a result of a breach of the Declaration, Bylaws and/or Rules and Regulations in force, that are caused by an Owner/tenant and may be recovered by the Condominium Corporation in the same manner as common expense fees.

**Lines of Communication** are important to determine the nature of your problem and/or concern and to communicate this in the appropriate manner.

- Contact the Property Manager for any administration matter relating to the building and for any other matter regarding the condominium and/or interpretation of responsibility (i.e. common expense fee inquiries, maintenance, insurance claims, condominium living and concerns regarding any onsite staff or contractors).
- Write to the Board of Directors for any items not receiving suitable response, or if you wish the Board to consider changes and/or improvements to your particular Units or to the Condominium itself.

### **Governance & Management**

A management agreement has been entered into with Brookfield Condominium Services Ltd. to provide part - time property management services to look after the day to day operations and maintenance of the building, and other business affairs of the Condominium Corporation.

The Declaration and Bylaws of the Condominium Corporation require that a Board of Directors consisting of three (3) directors be elected.

Once elected, the Board of Directors will meet regularly to discuss matters relevant to the operation of the Condominium and to establish policies to guide its management. Official Meeting Minutes will be obtained and kept on file for the life of the Corporation, as per *The Condominium Act*.

Matters of interest are reported to the Owners by the Board in the form of newsletters, and exceptional matters are generally dealt with in a specific notice.

Each year, an Annual General Meeting of all Unit Owners will be held and at that time official

Corporation business will be conducted:

- The Auditor's Financial Report will be presented to Owners
- Owners will approve the Minutes of the previous year's Annual General meeting
- New directors to the Board will be elected on a rotating basis
- And any other business which may be properly brought before the meeting is discussed.

The Board outlines upcoming projects, discusses the new budget and provides information to Owners. All Owners may attend the meeting, however only those Owners whose accounts are in good standing may vote and be elected to the Board of Directors.

### **Common Element Fees – Payment**

Common Element Fees are due and payable by the owner to the Corporation on the first (1st) day of each month. Owners have two (2) options for paying of fees, either:

- **Pre-authorized payment** where the fees will be automatically withdrawn from your account on the first day of each month; or,
- **Post-dated cheques** for a period of one year, payable to the Corporation for the first day of each month.

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. A minimum of two (2) weeks advanced 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 CEF 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 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 \$150, is charged to the defaulting owner. To avoid any additional charges please make your payments as required.

## LEASING AND SUBLEASING

Leasing the unit for less than six (6) months is a violation of the Condominium Rules, and is a breach of building security.

- Making any changes to the common areas such installing different locks or key pads is against the Condominium Rules.
- Advertising on websites for short term rental/leases is against the Condominium Rules.
- Owners who lease their units must ensure their tenants DO NOT engage in any subleasing.

In any activity such the aforementioned the Corporation after a warning to the tenant(s) as well the owner will be addressing the matter with the Corporation's solicitor, and all expenses will be charged back to the suite owner. If the suite owner fails to pay the mentioned expense than the corporation will be placing a lien on the suite.

## AMENITIES

### **Exercise Facilities on “M”**

Achieve mental and physical balance in the indoor Fitness Room. Proper attire is required in this area. For safety reasons, it is not recommended that children use this facility unless closely supervised by an adult guardian. Food and drink, except for water, are not permitted in this facility. Neither the Board nor the Management Company will assume any responsibility for injuries that may occur.

### **Media/Party Room/Roof Top Terrace**

Enjoy alfresco dining under gorgeous sunny skies or host a barbeque part on the Roof top Terrace with a 360 degree view of our beautiful city. The cozy Indoor Lounge is the perfect place to relax with friends. This room will include a media/screening theatre. For exclusive use of the Media/Party Room, a booking form, rental fee and damage deposit will be required. Please see Property Manager.

## SECURITY

### **SECURITY**

Security is the responsibility of each and every resident. We do not have security guards on the property, so it is very important that residents be security-conscious.

Do not open the building entrance doors for anyone you do not recognize as a resident. Direct visitors to use the Enter-phone to contact the suite they are visiting. Please ask your own visitors to follow this policy as well.

Canvassing or soliciting is not permitted in the building other than by political candidates during elections. If any canvasser or salesperson comes to your door, please contact the Management Office either by phone or e-mail.

### **Camera Surveillance System**

For your protection and the building's safety and security, surveillance cameras monitor the property, including the parking garage and certain common areas. These cameras are digitally recorded. Should an incident occur, the recordings are turned over to the local Police for investigation. Neither Residents nor Owners are permitted access to any recordings or video footage whatsoever.

### **Suite Security & Keys**

In accordance with the Declaration of your corporation, all Suite door keys are on one master key. The master key system allows Property Management to gain immediate access in case of an emergency, fire or flood situation. Locks may not be changed without contacting Property Management to ensure that your lock remains on the master key system. The cost to have a lock put back on the master system, should it be required, would be at your own expense. Safety chain/double locks, etc., may not be attached to unit entry doors without the consent of Management or the Board of Directors.

### **Access to Suites**

The Corporation's declaration and Section 19 of *The Condominium Act, 1998* permit the Corporation access to each and every suite for the purposes of repairs or maintenance upon giving reasonable notice, which is generally determined to be a minimum of 24 hours. In an emergency, such as a flood, fire or suspicion of personal injury, no notice is required.

The Corporation will require access to each suite at varying times throughout the year(s) to perform the following required maintenance services:

- Annual Fire Inspection (in accordance with the Ontario Fire Code)
- Fan coil maintenance
- Dryer vent cleaning (required every 2-3 years)

Other maintenance activities that would require suite access are general suite inspections, balcony, roof anchor, windows and door inspections. When any of these activities are scheduled, notices will

be posted well in advance advising residents of what work is being done and the day in which their suite will be entered.

### **Mail Boxes & Mail Delivery**

Each suite will have a designated mail box located in the mail room on the ground floor of the building. Only representatives of Canada Post are permitted to deliver mail to these boxes. The Corporation does not have additional keys to the mailboxes. Should you lose your mail keys or wish to have your mail box lock changed, Owners are required to contact the Condominium Corporation's designated locksmith on their own and at their own expense.

If you will be away for an extended period of time please contact Canada Post directly to hold your mail or make alternative arrangements with family or friends for your mail to be picked up for you.

### **Suite Owner and Resident Information**

To manage the property effectively and safely, we will be requesting information from you upon your occupancy. You will be required to provide:

- Names and Contact Phone Numbers for all Owners and Residents of the Suite
- Mailing Address for the Owner(s) (if different)
- All Pets who will be residing in the suite
- Vehicles and Bicycle Information (these must be registered with Property Management).
- Emergency Contact Information
- If you will be leasing your suite, you will also need to provide a copy of the lease agreement executed by both the owner and the tenant(s)

For Life Safety purposes we also require information about any residents who may require assistance in an emergency situation, such as a building evacuation.

All information provided to the Property Manager will remain strictly confidential. This information is required for Fire Safety, Building Safety and security purposes only. Brookfield Condominium Services Ltd. complies with the provisions of all applicable Federal and Provincial privacy legislation (including without limitation, *The Personal Information Protection and Electronic Documents Act S.C. 2000*, as amended).

## IN CASE OF FIRE – PROCEDURES

### **IN CASE OF FIRE**

The following instructions on what to do in case of a fire emergency are excerpted from the Corporation's official Fire Safety Plan.

**In the event of a fire, occupants will:**

- 1) Leave the fire area, take your key.
- 2) Close all doors behind you.
- 3) Activate the fire alarm, by using pull station. Pull stations (painted red) are located beside every fire exit door (stairwell doors), next to the fire hose cabinets.
- 4) Use exit stairwells to leave building immediately.
- 5) When you are safe, telephone the Toronto Fire Department, by dialing 9-1-1 (never assume this has been done). Know and give the correct building address and the location of the fire in the building (if known).
- 6) **DO NOT USE THE ELEVATOR.**
- 7) Do not return until it is declared safe to do so by a Fire Department Official.

If you are in a suite and the fire alarm is heard (our fire alarm sounds like a very loud horn or whistle):

- 1) Before opening the door, feel the knob for heat. If it is not hot, brace yourself against the door and open it slightly. If you see smoke or feel a hot draft, close the door quickly.
- 2) If you find no fire or smoke in the corridor, take the suite key with you, close the door behind you and leave by the nearest exit stairwell.
- 3) If you encounter smoke in the corridor or stairwell, consider taking the corridor to the other side of the building where another stairwell may be clear, or return to your suite.
- 4) Listen for instructions or information which may be given by authorized personnel over loudspeakers.

**Evacuation of endangered occupants:**

- 1) Close the door.
- 2) Unlock the door for possible entry of firefighters.
- 3) If you require assistance, dial 9-1-1 and tell the Toronto Fire Department where you are, then signal to firefighters by waving a sheet from a window or balcony.
- 4) Seal all cracks where smoke may get in by using wet towels or sheets. If it is necessary to seal air ducts or outlets, a roll of wide duct tape may be useful.
- 5) Crouch low to the floor if smoke comes into the room.
- 6) Move to the balcony or most protected room and partially open the window for air (close the window if smoke comes in).
- 7) Wait to be rescued. Remain calm. Do not jump.
- 8) Listen for instructions or information which may be given by authorized personnel over loudspeakers.

### **FIRE EXTINGUISHER, CONTROL OR CONFINEMENT**

Never fight a fire alone. Before attempting to extinguish any fire, activate the fire alarm. In the event 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 to give the arriving firefighters the exact location of the fire.

All residents are encouraged to review and practice their personal emergency plan while the alarm is sounding

As per the Ontario Fire Code regulations, an annual fire inspection is held and we must enter each suite to inspect the horns and smoke detectors located within your unit. Notices are posted advising of when this inspection will take place.

**PLEASE NOTE THAT THE MANAGEMENT OFFICE NEEDS TO HAVE AN UPDATED LIST OF ALL RESIDENTS REQUIRING ASSISTANCE IN CASE OF A FIRE EMERGENCY. IT IS YOUR RESPONSIBILITY TO PLACE YOUR NAME ON THE LIST.**

## HELPFUL HINTS FOR RESIDENTS REGARDING YOUR SUITE

### **Appliances**

Each owner is responsible for the maintenance, repair and replacement of all the appliances in his/her suite. The appropriate wiring and plumbing for each appliance is mandatory. Any repairs or installation should be done by qualified technicians. The washing machine taps do not have to be turned off between loads. Our water pressure is higher than the normal municipal water pressure. We also recommend aluminum, rather than plastic dryer venting which reduces the danger from dryer fires. Owners should also be vigilant in keeping lint traps clean. Each suite has a lint trap as well as the lint trap in the dryer itself.

### **Balconies**

Only seasonal furniture and/or planters are permitted on the balconies. Depending on the size of the planter(s) residents may be required to limit the number and be asked to remove any that are believed to be excessive by the Board and Property Manager. For safety reasons, planters are **not** permitted to hang on the outside. Balcony coverings or umbrellas must be approved by the property manager and must be weighed down due to high wind safety considerations. Balconies cannot be used for storage, for drying clothes, or for pet litter boxes. Please do not throw anything from the balcony or use it to shake or beat rugs. Carpeting prematurely deteriorates the concrete and for that reason, it is strictly **not permitted**. When watering plants, please be mindful of your neighbours below.

### **Bicycle Storage**

Bicycles are to be stored in the designated bike areas located at the rear of the building, in the ground floor receiving area and in the underground garage. They are not allowed through the lobby or on any part of the condominium common elements.

### **Changes to your Suite/Renovations**

Homeowners are free to decorate their suites in a manner that best suits their own taste. However, owners cannot make structural modifications to walls, interior suite layout or plumbing and mechanical/electrical systems without the written consent of the Condominium Corporation. If in doubt, it is always best to call the Property Management office before making any changes to ensure that approvals are not required.

Owners are not permitted to relocate pipes, drains, electrical wiring and/or walls without the prior written consent of the Board of Directors. Any Owner who carries out renovations that result in damage to other Suites or the common areas will be charged for all repairs associated with such damage.

Where owners wish to change the flooring to a hard flooring material, such as engineered hardwood, tile or stone, specific sound-deadening materials must be installed under the new hard flooring. There are also implications to the insurance coverage of the suite. Owners contemplating changing their flooring must obtain a Renovation Agreement Form from the Management Office and provide a written application and description of the area involved and the materials being used. All flooring renovations must be approved by the Board of Directors in advance of any flooring changes in the suites.

### **Drains**

Please do not use your toilet or sink to dispose of anything it is not designed for. Kitty litter should be bagged and placed in the disposal chute on the first floor. Cooking grease should be poured into a tin

can and allowed to harden, then disposed of in your kitchen garbage. Blocked drains in apartment buildings can be very expensive to clear and can cause a great deal of damage. Residents are also asked to avoid using too much detergent in washing machines. If you notice any problems with the drains in your suite, report it to the Management Office. **Never dispose of fats, grease, kitty litter and/or solids in any kitchen or washroom drains (sinks/showers/tubs).** These items clog drains and become a concrete like consistency inside pipes, leading to backups, flooding and extensive repairs and disruption to all residents. All such items must be securely wrapped and disposed of with other household garbage items in the garbage chute.

***Please note that garburators are not permitted whatsoever***

### **Electrical**

Each suite has an electrical panel with breakers for the various circuits in the suite. There is also a master breaker for the building. If you have no power anywhere in your suite, contact the Management Office. If power loss is limited to one or more circuits, you should determine what caused the breaker to trip, correct the problem, and reset the breaker.

### **Electrical Power Failure**

In the event of a general power failure, the emergency generator will come on-line. This generator supplies emergency lighting in the corridors and stairwells and provides enough power for elevator. No power is supplied to the suites. We recommend you keep a flashlight with fresh batteries on hand.

### **Energy Conservation**

WASTING ELECTRICITY, HEAT OR WATER COSTS US MONEY! UTILITIES MAKE UP 40% OF OUR ANNUAL BUDGET. BE WISE AND ONLY USE WHAT YOU NEED. TURN OFF UNNECESSARY LIGHTS OR APPLIANCES, DON'T LEAVE WATER RUNNING WHEN NOT IN USE, AND PLEASE DON'T LEAVE WINDOWS OR DOORS OPEN WHILE THE AIR CONDITIONING IS RUNNING.

### **Enter-phone**

The Enter-phone system provides communications and entry control using your regular telephone. Each suite has a unique three-digit code which is posted alongside your name in the entrance lobby. For security reasons, the code is not the same as your suite number, so don't forget to let first-time visitors know your suite number.

### **Heating and Air Conditioning**

The heating/cooling units, which are called fan-coils, provide heating in the winter and cooling/dehumidification in the summer. The spring and fall changeovers from heating to cooling and vice-versa normally take place around April and October respectively. Exact dates will be announced on the notice boards. Once the system has been changed over, it will not be changed back as the changeover is not accomplished quickly or easily.

The fan-coil units are maintained by the Corporation and any problems with heating or cooling should be reported to the Management Office. Once or twice each year the filters are changed and the units are serviced by an outside contractor. Dates will be announced on the notice boards. It is important that you provide permission to enter your suite for this service if you will not be home when the service people are in the building. The Corporation does not accept responsibility for repairs to fan-coil units when the unit owner has not allowed the regular servicing to be carried out.

### **In-Suite Maintenance**

Any in-suite maintenance is the Owner's responsibility. Each Owner is required to maintain their own suite,

appliances and fixtures that serve your suite exclusively. Employees of the Corporation are NOT permitted to perform personal suite services for residents. If you're experiencing problems with such things as electrical, plumbing, heating and/or air conditioning, please contact the Management Office (trinitylofts@rogers.com) and they will investigate and contact the appropriate personnel. In the case of your in-suite heating and air conditioning equipment, it is your responsibility to maintain this equipment, however your Property Manager will arrange for semi-annual filter changes. Quarterly filter changes will extend the life of your heat exchanger and make the unit run more efficiently. Should you wish to increase the frequency of filter changes, filters may be purchased from the Management Office or from any hardware or building supply store.

### **Insurance**

The Condominium Corporation maintains a Master Insurance Policy which provides coverage, subject to a deductible, for the replacement cost of the entire building, along with liability coverage for the common element areas. Each owner should purchase coverage for damage to or loss of personal property within the suite, as well as personal liability coverage. It is also wise to obtain a personal liability policy in an amount you consider appropriate. Such a policy provides for legal liability and property damage caused by you, your family, guests or service personnel. Some unit owners also purchase insurance coverage for the difference between the deductible under their personal policy and the deductible under the Master Policy.

### **Noise**

As a general rule, we ask that you show consideration for your neighbours and keep noise to a reasonable level at all times. More specifically, please limit your repairs and home improvements to the hours between 8:30 a.m. and 5:30 p.m. Monday through Friday and 11:00 a.m. to 7:00 p.m. on Saturdays, Sundays and Statutory Holidays. Laundry and dish washing machines are to be used between 8:00 a.m. and 10:00 p.m. only.

### **Pests**

In the unlikely event that you find any unwanted pests in your suite please contact the Property Management Office immediately

### **Plumbing and Water Shut-offs:**

The repair or replacement of tap washers, faucets, tub spouts, toilets, sinks, and cartridges etc. is the responsibility of the suite owner. The water supply to your taps may be shut off using either the shut-off valves under the sink or by using the partition stops which are located in the walls. Special keys to turn off these stops are available from the Management Office at nominal cost. Before starting any plumbing job, either do-it-yourself or professional, make sure that the water supply has been turned off. If in doubt, please contact the Management Office. Sometimes an entire riser must have the water turned off in order for a renovation to take place.

### **Ventilation**

The building ventilation system is designed to supply fresh air, heated or cooled according to the season, to the hallways. This fresh air then enters the suites around and under the doors. Weather-stripping around your suite door is **not** permitted as it seals off your fresh air supply. The only area where weather-stripping is permissible is along the bottom of the door, as this is where most of the dirt comes in and a cool draft is most noticeable at floor level.

### **Water Leakage**

If water leakage occurs from above your suite, contact the Property Manager immediately, so that the source of the water can be investigated and damage minimized. Should leakage occur within your suite, the main water

shut-off is typically located under the vanity in the main bathroom. In an emergency, turn the valves to the closed position, then contact the Property Manager at (416) 230-6501.

### **Windows**

The Corporation arranges for the windows to be washed once each year. Only those windows which are not accessible from the balcony are washed. The patio doors and windows which open onto the balcony are the owner's responsibility to clean. The Corporation is responsible for the maintenance and repair of the windows and patio doors: any problems with them should be reported to the Management Office or to the Superintendent. Window coverings should be selected to ensure that the portion visible from the outside is of neutral white/off-white colour.

### **Washing Machine**

Please ensure that water to your washing machine is turned off after each use. This is very important, especially if you are away for the weekend or an extended period of time. Should the hose or washer leak you may be responsible for the damage not only to your suite but also any other suites or common elements effected. To turn the water supply off, simply turn the valves into the off position (the hoses are connected to the valves beside the washing machine).

### **Dryer**

Your dryer is connected to a ceiling exhaust fan in the laundry room. You must clean the lint trap in the dryer as well as the lint trap in the ceiling on a regular basis. If it is difficult for you to remove the ceiling lint trap for cleaning, we recommend the use of a vacuum cleaner to reach this area. If the lint trap is not cleaned regularly, you will notice that it takes longer for your clothes to dry and there is a possibility of damage to the fan motor or cause a fire. If regular maintenance is not done to remove lint you will void the warranty on the dryer motor and the replacement or repair will be at your expense.

## HELPFUL HINTS FOR RESIDENTS REGARDING THE COMMON ELEMENTS

### **Elevator**

In the unlikely event that you are stuck in an elevator, please remain calm. The elevator has emergency telephone which will be answered by our alarm monitoring service.

### **Parking Garage**

*Please drive carefully in the garage and do not exceed 10 kilometers per hour.* Please do not idle or honk your horn. No major repairs or car washing is permitted in the garage or any of the surface parking lots. The parking garage is power washed each spring: residents are responsible for maintaining their parking spaces in between cleanings. If you have an oil leak, please have it fixed. Remote controls to open the garage door are available from the Management Office at a cost. All of the parking spots in the garage are individually owned, but there are often spots available for rent: please do not use anyone else's spot without permission.

### **Visitors Parking**

We have limited Visitors parking – 4 spaces and 1 accessible parking space. Parking is for visitors only –not for owners or residents of the building. Each resident is allowed 8 visitors parking permits per calendar month and you are responsible for tracking the number of permits you have requested. Permits can be obtained from Security Advisors Group by calling 416-410-4850. If you have used more than 8 permits per month your visitor may receive a parking ticket. For additional parking please check IMPARK on King Street east of Parliament.

### **Garbage Disposal and Recycling**

Garbage should be disposed of in the ground floor. Securely wrap or tie your garbage before placing it in the chute. If you have messy or large items to dispose of, please place them in the large garbage bin located in the Receiving Area. When the recycling is full, there is additional recycling in the Receiving area. If you are replacing large item furniture, mattresses, carpet or appliances, you must make arrangements to dispose of these items yourself. Do not leave them in the moving/recycling room as our garbage contractor will charge the corporation. Surveillance cameras monitor the area - those found disposing of large articles will be charged \$150.

For major renovations or replacement of appliances/furniture, please have your contractor/delivery service remove all debris from the property.

### **Party Room**

The Party Room on the "M" floor is available for rent to residents for private functions. No sales or commercial ventures are permitted. The Party Room has a wet bar and kitchen. Bookings should be made through the Management Office in advance. You will be required to sign an Agreement, provide a security deposit and user fee. Please contact Property Management for more information.

### **Roof Top Terraces**

There are public and private roof top terraces. Private terraces are on the south side of the building. The Public terrace is on the north and east side of the building. Parties are not permitted in the public terrace area. Please respect the privacy of the private terraces purchased by your neighbours. For additional safety, terraces should be locked when not in use.

### **Smoking**

Smoking is not permitted anywhere inside the building except in your own suite.

**Moving In or Out**

All moving in or out of the building must be booked in advance with the Management Office. A signed “Request for Use of Service Elevator” form and a security deposit are required prior to moving in or out. This deposit will be refunded after Management confirms that no damage has been done to the elevator or any other common area of the building, including but not limited to exterior curbs, grass or sprinkler heads. Moving is not permitted on Sundays, holidays. Please ensure that no items are left in the hallways or in the moving room.

**Window Coverings**

Trinity Lofts requires that a visually uniform exterior be maintained. Consequently, the face of draperies, blinds or other window coverings, which are visible from the exterior of the Units must be white or off-white. No exterior aerial, antenna or satellite dish is permitted on the property unless approved in writing by the Board of Directors.

## Table of Maintenance and Repair \*

ITEM	RESPONSIBILITIES	RESPONSIBLE ENTITY
In-suite Plumbing and Related Systems and Components thereof.	All maintenance, repair and replacement of all or any portion of system exclusively serving subject suite situated within the suite (but excluding suite shut off valves).	The Homeowner's responsibility
Common Element Plumbing and Related Systems and Components thereof.	All maintenance, repair and replacement of all or any portion of system serving more than one suite and/or the common elements, or situated outside the suite boundaries and suite shut off valves.	The Corporation's responsibility (except as indicated above).
In-suite Electrical and Related Systems and Components thereof.	All maintenance, repair and replacement of all or any portion of system exclusively serving subject suite situated within the suite (but excluding individual suite panel disconnect).	The Homeowner's responsibility.
Common Elements Electrical and Related Systems and Components thereof.	All maintenance, repair and replacement of all or any portion of system serving more than one suite and/or the common elements or situated outside the suite boundaries and individual suite panel disconnect.	The Corporation's responsibility.
In-Suite Heating/Cooling and Related Systems and Components thereof.	All maintenance, repair and replacement of all or any portion of system exclusively serving subject suite (including fan coil units, ERV filters, etc.) situated within the suite exclusively.	The Homeowner's responsibility. (But to be arranged by the Corporation)
Common Elements Heating/Cooling and Related Systems and Components thereof.	All maintenance, repair and replacement of all or any portion of system serving more than one suite and/or the common elements or situated outside the suite boundaries.	The Corporation's responsibility.
Building, Exterior Roof, Vertical Walls, Suite Window and Exterior Sliding Doors, Foundations, Corridors, Lobbies and Common Areas.	All responsibilities.	The Corporation's responsibility.
Patios/Terraces.	Maintenance (cleaning, sweeping).	The Homeowner's responsibility.
Windows, Glass Balcony, Railings.	Cleaning of the interior surfaces of all windows serving the suites, and the cleaning of all exterior surfaces accessible by patio, terrace or balcony, (including interior face of railing), plus breakage of any windows through suite Owner's/tenant's negligence.	The Homeowner's responsibility.
Common Elements Windows.	All interior and exterior surfaces of all common element area windows.	The Corporation's responsibility.
All Suite Entry Doors and Door frames to suites	All repairs except those due to suite Owner's and/or tenant's negligence. Maintenance of exterior surfaces. Maintenance of interior surfaces.	The Corporation's responsibility. The Corporation's responsibility. The Corporation's responsibility.
Doors Situate Within Suites (including all interior surfaces, locks, frames, hinges and hardware on doors providing access to suites)	All responsibilities.	The Homeowner's responsibility.
Refuse Collection System	All responsibilities from point of drop off.	The Corporation's responsibility.
Parking Garage and Parking Units	Sweeping, maintenance, repair.	The Corporation's responsibility.
Recreational Facilities	All	The Corporation's responsibility
Suite Appliances	All	The Homeowner's responsibility
Locker Rooms	Locker room: repair and maintenance of exterior walls, corridors etc. Maintenance of heating and ventilation.	The Corporation's responsibility.
Suite Terraces/Patios	Concrete pavers (if applicable) and dividers.	
Suite Terraces/Patios	All waterproofing/weatherproofing materials beneath the concrete pavers (if applicable)	The Corporation's responsibility.

**\* Note:**

1. This chart is intended as a guide only and is not intended to describe all maintenance functions nor delineate all responsibilities between the suite owners and the Corporation. The indicated responsibility does not always accurately reflect the precise ownership. In all instances, the appropriate sections of the Declaration should be referred to, in order to determine both responsibilities and ownership.

## RULES & REGULATIONS (Amendments 2015)

Dear Owners/Residents:

We aim to create a very attractive, inviting and enjoyable community for our residents; therefore, we have highlighted sections of the Rules and Regulations. Ultimately, we would like to maintain the highest standards in facilities and services for our residents.

It is necessary and important to understand the reasons for rules. It is equally important you consider and accept philosophically any impact those rules may have on your individual lifestyles.

We have 83 individual homes here at 90 Trinity Street. The typical resident has neighbours on both sides, overhead and underneath, separated only by a structure. Organization and policies are required to protect the peace and privacy of everyone in the building.

A suite owner doesn't own exclusively (for his/her own use absolutely) any of the grounds around the building, the lobby, the hallways, stairwells, elevators, party room, various amenities nor many other areas of our complex. All of these areas are designated as "COMMON ELEMENTS".

Those who opt for Condominium living, must accept the rules with the understanding they are in place to protect and preserve your quality of life. While it may seem that some rules are infringements of personal and individual liberties, they are not. In reality, they represent an attempt to protect the rights of the majority and to preserve and maintain the "class" of your building and grounds.

These are two very important reasons each Condominium Corporation has rules:

- i) to promote the safety, security and welfare of the owners and of the property;
- ii) for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and of other units.

The Rules and Regulations of Toronto Standard Condominium Corporation No. 2263 are issued under the Authority of the Condominium Act, 1998

### Definitions

The use of masculine shall include the feminine and neuter, and the use of the singular shall include the plural whenever the context so requires.

**Owner** means the registered owner of a suite, parking or locker unit.

**Resident** means the occupier(s) of a suite.

**Tenant** means the lessee of a suite, parking or locker unit.

**Suite** means the dwelling unit as specified in the Declaration.

**Common Elements** means all of the property except the suites, parking and locker units.

**Exclusive Use Common Elements** means parking spaces, balconies, garden patios and entry doors from the halls into the suites.

**Manager** means the representative(s) of the company engaged by the Board of Directors to manage the property.

**Board** means the Board of Directors of the Corporation.

**Corporation** means Toronto Standard Condominium Corporation No. 2263.

**Act** means the Condominium Act, R.S.O. 1998.

## **Rule 5. Common Element Rules – General Provisions – Amendments 2015**

- No items such as mats, footwear, bundle buggies, walkers, wheelchairs or signs may be left outside Unit doorways, or placed anywhere in the Common Elements, including exclusive use Common Elements.
- Residents shall permit no-one to enter the building whom they do not know personally to be a resident.
- A person responsible for a spill, stain or mess in the Common Elements shall clean it up immediately. If the person cannot do so properly, he or she shall advise the Manager or the Cleaning Staff as soon as possible, and shall reimburse the Corporation for the costs of having the spill, stain or mess, cleaned up
- No portion of the common elements, including those parts of which an owner has exclusive use, may be altered in any way without the prior written consent of the Board. Nothing shall be installed on, or affixed to, any part of the common elements without the prior written consent of the Board. Door knockers are not permitted on suite doors. Without permanent markings to the door, Holiday decorations may be hung on suite doors.
- No one shall leave any debris, refuse or garbage in the Common Elements (including those of which the person has the exclusive use).
- No sale of goods, services or personal property by auction, garage/ yard sale, bazaar or craft sale shall be held on the common elements or in a suite without the proceeds going to the betterment of the Condominium. Under case law of the Condominium Act. S.58 By-laws and Rules, units are prohibited to be used for commercial purposes.
- Nothing shall be thrown from the building. No mops, brooms, dusters, rugs or bedding shall be shaken or beaten on or over any balcony. No hanging or drying of clothes is permitted on any part of the common elements.
- Storing items in parking spaces is prohibited.
- The en-suite heating/air conditioning units is serviced semi-annually at the Corporation's expense. Failure to allow technicians access to maintain the heating/air conditioning units may result in the unit owner being held responsible for the cost of any repairs to the heating/ air conditioning unit. Portable or window air-conditioners are not permitted. Repair or replacement of any item not covered by the regular maintenance schedule is done at the owner's expense (e.g. Thermostats, drip trays etc.)
- No television antenna, aerial, tower, satellite dish or similar structure shall be erected on or fastened to any part of the building. No building, structure or tent shall be erected, located or stored on the common elements.
- Parties are not permitted in public common areas (including rooftop patio)

- Tenants are responsible for disposing of large items (furniture, mattresses etc.). If you are found leaving such items in the loading dock area, you will be charged \$150.

#### **Rule 14. Owners Contractors Trade or Service Personnel – Amendments 2015**

- Residents shall not use any electrical device that will overload existing electrical circuits. The alteration of existing electrical circuits or the installation of major electrical apparatus in a suite is not permitted without the prior written consent of the Board.

#### **3.2 Declaration - Exclusive Use Common Elements – Amendment 2015**

- Only BBQs with gas line hook ups are allowed on the premises - no gas/propane tanks are permitted due to fire & safety concerns

#### **3.6 Declaration - Pet Rules – Amendment 2015**

- No animal other than a household pet shall be permitted on the property.
- A household pet is defined as a dog, domestic cat, caged bird or fish.
- No pet that, in the opinion of the Board, interferes with the comfort and quiet enjoyment of the other residents shall be permitted in any suite or any part the common elements.
- All pets shall be kept on a leash when on the common elements. Litter boxes are not permitted on balconies. Soiled litter must be wrapped securely and placed in the ground floor garbage bin. Under no circumstances should litter be flushed down the toilets.

#### **4.7 Declaration - Leasing of Units – Amendment 2015**

##### **LEASING and SUBLEASING**

- Leasing the unit for less than six (6) months is a violation of the Condominium Rules, and is a breach of building security.
- Making any changes to the common areas such installing different locks or key pads is against the Condominium Rules.
- Advertising on websites for short term rental/leases is against the Condominium Rules.
- Owners who lease their units must ensure their tenants DO NOT engage in any subleasing.

In any activity such the aforementioned the Corporation after a warning to the tenant(s) as well the owner will be addressing the matter with the Corporation's solicitor, and all expenses will be charged back to the suite owner. If the suite owner fails to pay the mentioned expense than the corporation will be placing a lien on the suite.