



# Rules & Regulations

## *YRCC 616 – Observatory II*

York Region Condominium Corporation No. 616  
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# 1. Introduction

These Rules and Regulations govern the use of the common elements and suites in order to promote the safety, security and welfare of the owners, residents, their guests, their property and the assets and property of the Corporation.

They are intended to ensure that all residents can enjoy harmonious living in a safe, well maintained environment without unreasonable interference with residents' use and enjoyment of their suites and the common elements.

Questions regarding these Rules and Regulations must be made in writing to the Management Office and/or the Board of Directors.

## Legislation and Documents

The following govern the Condominium Corporation:

### The Condominium Act

The Condominium Act, 1998 and all successor legislation.

### The Declaration

The Declaration contains information regarding the purpose for which the property is to be used, a list of the common elements, and other information. Owners should have received a copy from their lawyer when they purchased their unit. If required, copies are available from the Management Office.

### The By-Laws of the Corporation

By-Laws 1 and 2 were repealed in 2012. By-Laws 3 through 6 were approved by Owners in 2012. By-Law 7 was approved by Owners in 2020.

By-Law No. 3 – Standard Unit

By-Law No. 4 – Insurance Deductible

By-Law No. 5 – Mediation & Arbitration

By-Law No. 6 – General Operating (including Director Code of Ethics)

By-Law No. 7 – To Authorize Electronic Attendance and Voting by Owners

## Rules and Regulations

- i. It is important that you read and familiarize yourself with these Rules and Regulations.
- ii. As allowed by the Condominium Act, the Board of Directors (the “Board”) may make rules promoting the safety, security and welfare of all residents, and may amend the rules from time to time as necessary.

- iii. The Board has responsibility for the resolution of disputes and infractions which must be reported in writing to the Management Office.

## 2. Corporation Web Site

The Corporation web site:

<https://33weldrickroad.com/>

contains general information, the Declaration, By-Laws, Rules & Regulations and downloadable forms that you may require from time to time.

## 3. Management & Superintendent

- a) The Management Office is beside the Main Lobby.
- b) Management Office hours are posted on the office door.
- c) The office telephone number is 905-737-7450. The office fax number is 905-737-7451. After hour, non-emergency messages may be left on the office voice mail.
- d) The Superintendent and Relief Superintendent cell phone number is **416-648-8735**.
- e) The Superintendent and Relief Superintendent hours are:

### **Monday – Thursday**

- 6:00 a.m. – 8:00 a.m. Superintendent “On Call” for emergencies only
- 8:00 a.m. – 6:00 p.m. Superintendent on full duty
- 6:00 p.m. – 10:00 p.m. Superintendent “On Call” for emergencies only
- 10:00 p.m. – 6:00 a.m. No Superintendent on duty. Call the Management company 24-hour emergency number **905-625-1522** for emergencies only.

### **Friday**

- 6:00 a.m. – 7:00 a.m. Superintendent “On Call” for emergencies only
- 7:00 a.m. – 5:00 p.m. Superintendent on full duty
- 5:00 p.m. – 8:00 a.m. No Superintendent on duty. Call the Management company 24-hour emergency number **905-625-1522** for emergencies only.

### **Saturday, Sunday and Statutory Holidays:**

- 8:00 a.m. – 6:00 p.m. Superintendent/Relief Superintendent on full duty
- 6:00 p.m. – 8:00 a.m. No Superintendent on duty. Call the Management company 24-hour emergency number **905-625-1522** for emergencies only.

- f) An emergency is defined only as a **fire** or a **flood**.
- g) The Management company 24-hour emergency number is **905-625-1522**. This is an answering service. You will need to provide your name, suite number, telephone number and the nature of

the emergency. A Management company representative will call you back to advise the disposition of your call.

- h) The property is under surveillance by closed circuit (CCTV) video cameras at all times. Four video feeds – Main Lobby Enterphone, Outside front of building, P1 Visitor Entrance Enterphone and the Entrance Driveway Enterphone area can be viewed via the building’s television service provider. (At the time of writing, technical issues with the Ignite implementation have interrupted this and are expected to be resolved shortly.)

## 4. New Resident Meetings

- a) New owners and tenants will be required to attend a *New Resident Meeting* before they move in. Owners who have rented their suite will be requested to attend with their tenant. The date and time of the meeting shall be at the discretion of the Board member and mutually agreed among the participant in advance.
- b) Meetings will be chaired by a Board member and may be attended by other Board members, the Superintendent and the Property Manager.
- c) New residents must complete a *Resident Information* form at the meeting. Updates as necessary will need to be completed as changes occur.
- d) Other forms, procedures, these Rules and Regulations, and other matters will be discussed at the meeting as decided by the Board.

## 5. General Rules

The following rules must be observed by each resident, and the term “resident” shall include the owner(s) of any unit in the Corporation and any other person or persons occupying the unit with the owner’s approval, including without limitation, members of the owner’s family, their tenants and their respective invitees (guests, trades people, delivery personnel, etc.):

- a) No resident shall create or permit the creation or continuation of any noise or nuisance which, in the opinion of the Board, Property Management or Superintendent may or does disturb the comfort or quiet enjoyment of the units or common elements by other residents subject to allowable renovation noise detailed in Section 12, Suite Door Locks, FOBs and Garage Door Remotes.
- b) No sign, advertisement or notice shall be inscribed, painted, affixed, or placed on any part of the inside or outside of the building, including suite doors, suite windows, or common elements whatsoever without the prior written consent of the Board.
- c) There are 3 bulletin boards provided for resident use (P1 and P2 elevator lobbies and Mail Room). Notices must be posted using the authorized forms available from the Management Office. Commercial, “for-profit”, advertising is NOT allowed and will be removed. Notices for

legitimate, registered non-profit and/or charitable organizations are allowed. Notices must be dated when they are posted and must be removed after a maximum of 4 weeks.

- d) No resident shall permit the infestation of pests, insects, vermin, rodents, or nuisance birds (for example pigeons or geese) to exist in their unit or exclusive use common area. Residents MUST notify Management of any such infestation in their unit, exclusive use common area or in any other common area as soon as such infestation is identified. Residents must co-operate and allow access to their unit(s) for the purpose of conducting a spraying or other program to eliminate such infestation. The costs of spraying or otherwise dealing with an infestation caused or allowed by a resident will be charged back to the resident.
- e) Absolutely nothing shall be thrown out of windows or off the balconies of the building including cigarette butts, bird feed, bread, etc.
- f) Real estate “Open Houses” are not permitted. Owners are responsible to advise their agent accordingly.
- g) A Lock Box Cabinet is situated at the moving dock to the left of the main entrance. This is for the use of residents receiving life alert services, real estate agents, and corporation contractors. A lock box can be purchased by residents at the Management office at the current price of \$50.00 incl. tax or from their provider. All users of the lock box cabinet are required to complete an information form and place it on record with the Management Office.
- h) Auctions or “garage sales” in suites or on common elements are not allowed.
- i) Corridor obstruction is not allowed, e.g., mats, etc. may not be placed in the corridors at suite doors.
- j) Cycling, skateboarding, in-line skating, etc. are not permitted anywhere on Corporation property.
- k) Door-to-door Soliciting is not permitted and should be reported to the Management Office or Superintendent. Political door-to-door soliciting during election periods is permitted as required by law. Candidates for election to the Board of Directors are also permitted to canvass door-to-door for support and/or proxies.
- l) Any and all losses, costs, or damages, including all legal fees, disbursements, and taxes, incurred by the Corporation by reason of a breach of any of these rules by any owner and/or resident of the Corporation, or any person for whom the owner and/or resident is responsible, shall be borne and/or paid for by the owner and/or resident and may be fully recovered by the Corporation against the owner in the same manner as common expenses or as may be provided in the Act or in any other lawful manner (including an order of the Court or arbitrator directing compliance as provided for in Section 134 of the Act).

## 6. This is a Non-Smoking Building

The City of Richmond Hill bans smoking in any interior common area of a condominium corporation, including all underground parking areas.

Additionally, there shall be no smoking or vaping allowed in any unit or on any exterior common elements of the Corporation, including “exclusive use” common areas, i.e., balconies and patios.

Furthermore, except for those units with a validated medical exemption, the production or smoking/vaping of cannabis is not allowed anywhere on the property.

### Definitions

**Smoking** is defined as the direct or indirect holding of lit tobacco, cannabis, or other consumable material.

**Vaping** is defined as creating the vapour produced by an electronic cigarette or similar device.

**Production of cannabis** is defined as obtaining cannabis by any method or process including by manufacturing, synthesis, altering its chemical or physical properties by any means, or cultivating, propagating or harvesting cannabis or any living thing from which cannabis may be extracted or otherwise obtained.

More specifically:

- a) Smoking tobacco or cannabis and vaping are prohibited in all units and on all common elements, including the exclusive use common elements, i.e., balconies and patios.
- b) The production or smoking/vaping of cannabis, including the growing of cannabis plants, is prohibited in all units and on all common elements, including the exclusive use common elements, i.e. balconies and patios.
- c) Notwithstanding paragraph a. above, residents who are “**grand-parented smokers**” may smoke or vape, as the case may be, in their unit subject to the following terms and restrictions:
  - i. For the purposes of these rules, grand-parented smoker shall mean a unit resident who occupied a unit in the Corporation and who registered on the *Smoking Register* in the Management Office before October 31, 2018.
  - ii. The permission for a grand-parented smoker to smoke or vape in their unit shall extend only to the smoking or vaping of tobacco products and shall not extend to the smoking or vaping of cannabis.
  - iii. The grand-parented smoker may smoke or vape *only* in their unit and may not smoke or vape on their exclusive use common area, i.e. balcony or patio.
  - iv. The permission for a grand-parented smoker to smoke or vape in their unit shall be personal and non-transferable. Without limiting the generality of the foregoing, no other person may



smoke or vape in a grand-parented smokers' unit unless that person is also a grand-parented smoker, i.e. non-resident visitors may not smoke or vape anywhere in the building.

- v. The permission for a grand-parented smoker to smoke or vape in their unit shall expire at such time as the grand-parented smoker ceases to reside in the unit.
  - vi. The permission for a grand-parented smoker to smoke or vape in their unit may be revoked by the Board if the grand-parented smoker breaches these rules and/or if in the reasonable opinion, and sole discretion of the Board, the grand-parented smoker is causing a nuisance to any other unit resident by smoking or vaping in their unit.
- d. In order to be considered for a medical exemption, the resident shall provide the Corporation with any and all documentation necessary, including but not limited to a letter from a licensed physician in the Province of Ontario treating the resident and any appropriate federally issued licence for the growth of cannabis. The letter from the doctor must stipulate that there are no other means of ingesting/using the cannabis to treat the medical requirement other than smoking/vaping and that the consumption of cannabis is required to satisfy a medical necessity to treat the condition. The Board may, acting reasonably, request that this exemption be reconfirmed/re-established as it sees fit.
  - e. Any resident that is granted an exemption is not released from taking all steps to ensure that no other owners/residents are disturbed by any smells/odours that may emanate from their Unit. The consuming resident/owner of the exempted Unit shall be responsible for any and all costs deemed necessary to ensure that the nuisance complaints are addressed and steps are taken within the Unit to ensure the nuisance ceases.

## **7. Balcony Regulations**

- a) Nothing may be permanently affixed to the balcony concrete floor. This includes tiles, glued down carpet, paint or other coating, etc. The concrete must be visible for periodic inspections for water penetration and/or deterioration. Owners who have installed balcony floor coverings, or purchased a unit where coverings already were installed, will be responsible for the cost of removing these as and when necessary.
- b) No awnings or shades shall be erected over and outside of windows or on balconies or exclusive use patios.
- c) Nothing shall be placed on the outside of window sills or balcony railings, e.g., planter boxes, etc.
- d) Seasonal decorations, including Christmas lights, are not permitted.
- e) The use of barbecues (propane or electric) on balconies is prohibited. Portable propane tanks are not allowed anywhere in the building at any time.

- f) Mops, brooms, dusters, rugs, linen, etc. must not be shaken from balconies or windows at any time.
- g) Balconies and exclusive use patios shall not be used for storage purposes. Only flowers, plants and seasonal furniture are allowed.
- h) Watering of plants on balconies must be done carefully to ensure that excess water is not allowed to drip onto balconies below. Use of a drip tray is recommended.
- i) Satellite dishes, antennas of any kind, flags, wind chimes, etc. are not permitted on balconies and may not be affixed to any part of the exterior of the building.

## 8. Suite Leasing Procedure

- a) This is NOT a rental building. The Declaration, Part 6, governs the leasing of suites.
- b) Each residential unit shall be for private residential occupation and use only and for no other purpose, and for greater certainty, but without limiting the generality of the foregoing, no commercial, transient or suite hotel use shall be permitted in or with respect to any unit. There is a minimum occupancy lease time of six months. The use of services such as **VRBO** or **AirBnB** are strictly prohibited.
- c) Owners who lease their suite have the responsibility to:
  - i. Provide their tenant(s) with copies of the By-Laws and these Rules and Regulations. If required, copies are available from the Management Office.
  - ii. Accompany their tenant to the *New Resident Meeting* that must be held prior to the tenant occupying the suite.
  - iii. Witness their tenant signing the *Tenant Compliance Agreement*.
  - iv. Provide the Management Office with their current address.
- d) Tenants may not sub-let the suite at any time.
- e) Owners remain responsible for payment of common element fees and will be responsible for any moneys owing to the Corporation by their tenant that are not paid by their tenant.

## 9. Bicycles

- a) Bicycles must be registered in the Management Office and must be stored in the fenced and locked Bicycle Room on the P1 parking level. They may not be stored in suites, lockers or on balconies.
- b) Bicycle registration includes the programming of FOBs for access to the Bicycle Room. Only residents with registered bicycles have access to the Bicycle Room.

- c) Bicycles are prohibited in the lobby, corridors or on elevators.
- d) Bicycles may be parked at the bicycle rack on the Party Room patio.
- e) Bicycles chained to posts, fences or rails located throughout the common elements will be forcibly removed.
- f) Bicycles unclaimed or abandoned will be disposed of by the Corporation following a 3-month holding period.
- g) The Corporation endeavours to protect the property of residents but is not, and will not, be responsible for loss or damage to bicycles or attachments however caused. Bicycle insurance is the bicycle owner's responsibility.
- h) For safety reasons, bicycles must not be ridden up or down garage ramps or within the parking garage. Bicycles should be walked up and down the ramp and to and from the Bicycle Room.
- i) For safety reasons, a responsible adult must accompany a child 12 years old or under within the parking garage and in the ramp area.

## 10. Elevators

### Use, Moving, Deliveries and Renovations

#### a) Regular Use

- i. Electric eyes hold the elevator doors open during entry and exit. If longer time is required use the door open (< | >) button. Forcibly holding the elevator doors open may result in damage. The cost of repairs that result from the improper use of the elevator by a resident (or their agents and guests) shall be borne by the resident that caused the damage and those costs may be collected in the same manner as common expenses.
- ii. In the event of an emergency while in the elevator, press the **ALARM** button on the elevator panel. The alarm bell will ring and the Superintendent or Property Manager will try to assist.
- iii. If there is no response (after hours, weekends, etc.) and you are trapped in the elevator, press the **HELP** button on the elevator panel. This will connect the elevator hands free telephone directly to the elevator service company. A small red light on the elevator panel will light up to confirm the connection. Follow the service company directions.
- iv. Elevator interiors are under CCTV camera surveillance.

#### b) Moving "IN" or "OUT"

- i. Elevator reservations for moving "IN" will only be authorized when the new resident has attended a "New Resident Meeting" and has:

- filled out the *Resident Information Register* or completed the *Tenant Compliance Agreement*, if applicable, and;
  - filled out the *Service Elevator Reservation Agreement*.
- ii. A calendar with the time slots and days available for moves is maintained in the Management Office. Please ensure that your desired move day and time is available before you sign your moving contract.
- iii. Moving is not permitted on Tuesdays, Thursdays, Sundays and Statutory Holidays** or after 4:00 p.m. on Saturdays.
- iv. A damage deposit in the amount of \$500, payable to YRCC 616, is required prior to the service elevator being put on service for a move. The deposit will be held to cover the costs of repairs for damages, or cleaning of any excess soiling resulting from the move.
1. For an INCOMING resident the damage deposit can be paid by cheque, money order or Visa/Mastercard credit card.
  2. For an OUTGOING resident the damage deposit must be paid by certified cheque or money order.
- v. The deposit is refundable, in whole or in part, at the discretion of the Board, following a post move damage assessment, but this does not limit the Corporation's right to recover costs for damages exceeding the deposit amount.
- vi. During a move, all furniture, boxes, etc. must be taken directly into/from the suite to/from the service elevator. The resident is responsible for ensuring that nothing is placed or left in corridors or stairwells or propped against any corridor walls at any time.

**c) Deliveries and Renovations**

- i. Elevator reservations for large item deliveries and renovation material delivery or removal must be made with the Management Office or Superintendent.
- ii. Bulky articles, large boxes, tool boxes, renovation material and equipment, or anything that might cause damage, discomfort or restriction to passenger capacity in an elevator must be moved using the service elevator.
- iii. A calendar with the time slots and days available for deliveries is maintained in the Management Office. Please ensure that your desired day and time is available before you sign your delivery or renovation contract.
- iv. The length of time that the elevator can be "On Service" must be kept to a reasonable limit.
- v. Deliveries are not permitted on Sundays or Statutory Holidays.

- vi. During a delivery all items must be taken directly into/from the suite to/from the service elevator. The resident is responsible to ensure that nothing is placed or left in corridors or stairwells or propped against any corridor walls at any time.

## 11. Suite Renovations and/or Upgrades

- a) An Owner planning a renovation must complete a *Request for Renovation / Upgrade Approval* form available from the web site, Mail Room, or Management Office. **Work cannot begin until the form is approved by the Board.** Owners must allow 3-5 business days for this.
- b) A damage deposit in the amount of \$500, cheque payable to YRCC 616, VISA or Mastercard is required before work commences. The damage deposit is refundable, in whole or in part, at the sole discretion of the Board, following a post renovation damage assessment, but this does not limit the Corporation's right to recover costs for damages exceeding the deposit amount.
- c) The Owner is responsible for ensuring that their Suppliers/Contractors are fully aware of, and comply with, these rules and regulations. The Owner must give their contractor(s) a summary of the relevant rules available from the Management Office.
- d) Delivery of items such as appliances, cabinets, flooring, etc. and removal of disposed items can only be made during the hours detailed on the *Service Elevator Reservation Form*.
- e) The internal height of the service elevator is 2.57 m (8' 5").
- f) Contractors may work in the building from 8:00 a.m. to 6:00 p.m., Monday to Friday and until 4:00 p.m. Saturday. Work is not allowed on Sundays and Statutory Holidays.
- g) Noisy work, including demolition and flooring removal, which could cause disturbance to other residents, can only be completed between 9:00 a.m. and 5:00 p.m. on allowed days and must be completed within the first 3 allowed days of a renovation project.
- h) Contractor materials and equipment can only be "brought into or taken out" via the Service Elevator and Moving Room between the permitted work hours of 8:00 a.m. to 6:00 p.m., Monday to Friday and until 4:00 p.m. Saturday.
- i) Contractors are not permitted to deposit materials or equipment anywhere in the common elements, including corridors and stairwells. All work, including unpacking/uncrating, must be completed inside the Owner's suite.
- j) All packaging and waste / surplus materials from renovations, including empty paint cans, must be removed from the property by the Resident or their Contractor. Disposing of such materials in the Corporation's Disposal Room and/or garbage/recycling bins is not permitted.
- k) Hardwood or laminate flooring installation must include a completed *Flooring Agreement* form and must include a high grade sound insulation product providing an IIC rating of 72 or higher. A sample of the product and the supplier specification sheet must be attached to the *Flooring*

*Agreement* form. **Board approval will not be given without this information.** During the installation, Management or the Superintendent, will randomly inspect the work to confirm that the approved product is being installed. If a sub-standard product, i.e. not the product that was approved is substituted, it will have to be replaced.

## 12. Locks, FOBs and Garage Door Remotes

**Do not admit strangers to the building by opening, or holding doors open, for people you do not know.**

### a) Suite Door Lock(s)

- i. To comply with the Declaration, you must not change locks or place any additional locks on your suite entry door without first obtaining written permission from the Corporation. Effective April 30, 2023, requests to change the principle suite door entry lock may be denied and, instead, a new lock on the *Master Key* system will be installed or an existing *Master Key* lock will be re-keyed at the Corporation's expense.
- ii. A key to each lock not on the *Master Key* system must be provided to the Management Office. These keys are security coded and kept in a secure cabinet. They are only used in the event of an emergency or when a *Notice of Entry* for a specific maintenance purpose has been issued.
- iii. Repairs to suite door locks that are on the *Master Key* system are the responsibility of the Corporation.
- iv. Repairs to suite door locks not on the *Master Key* system, and repairs to any additional locks installed by the current and/or any previous Owner(s) are the responsibility of the current Owner.
- v. If a forced entry by Management, Superintendent, Fire Department or others, because of non-compliance with the above, causes damage to the lock, door, door frame or corridor walls or carpet, the cost of all repairs, including the cost of a replacement door if necessary, will be charged back to the suite Owner.

### b) FOBs - Building and Common Area Entry

- i. Entry to the building, locker rooms and all common areas requires a FOB.
- ii. FOBs are specifically programmed to your suite.
- iii. If you own/rent a locker your FOB will be programmed to open the door of the Locker Room your locker is in. It will not unlock any other Locker Room.
- iv. Access to the Billiard Room must be specifically requested.
- v. Access to the Party Room is by separate FOB after a *Party Room Rental Agreement* has been signed.

- vi. If you lose a FOB please report it to the Management Office so it can be deactivated and not used maliciously.
- vii. Additional FOBs can be purchased from the Management Office at \$25 per FOB.

**c) Garage Door Openers**

- i. Garage door openers become the property of the suite Owner(s).
- ii. Additional, or replacement, openers can be purchased from the Management Office at \$65 per opener. NB. Recent model vehicles are equipped with built-in programmable door openers which, when programmed, removing the need for a separate garage door opener.
- iii. Defective or non-functioning openers will be replaced at no charge during the first thirty (30) days after purchase only.
- iv. Opener battery (9 volt) replacement is the responsibility of the resident.

### **13. Suite Access**

- a) The Corporation is NOT allowed by law to unlock suite doors in the event of a medical emergency in a suite unless the resident has signed a *Permission to Unlock Doors for Medical Responders* form available from the Management Office.
- b) The Corporation is allowed to unlock suite doors in the event of a suite or building emergency, i.e. fire, flood, etc., and for pre-scheduled in-suite maintenance when a *Notice of Entry* has been issued.
- c) A notice will be left in the suite after an entry, either emergency or pre-scheduled, to advise the resident of the occurrence.

### **14. Fire Prevention**

- a) No resident shall do, or permit anything to be done, or keep anything in their unit, locker or parking spot which will in any way increase the risk of fire.
- b) Do not put burning material, such as cigarette butts and ashes down garbage chutes or throw over balconies.
- c) Recycle flammable liquids as hazardous waste in the Workshop on P1.
- d) Natural, cut Christmas trees, boughs, and wreaths are a fire hazard, are not permitted anywhere in the building.
- e) Decorations of any kind on the exterior of suite doors are in violation of the City of Richmond Hill Fire Code, are not permitted, and will be removed by the Corporation.

- f) The Corporation is responsible for in-suite smoke detectors, heat detectors and fire alarm speakers and has them tested by a reputable company once a year. These items must not be obstructed or painted as that violates the Fire Code. If they are painted they will be replaced and the cost will be charged back to the suite Owner. Any costs to correct obstructed devices will also be charged back to the suite Owner.

**FIRE SAFETY PROCEDURES are appended to these rules.**

## 15. Guest Suites

There are two (2) guest suites, located on the main floor, available for the convenience and use by resident's guests. They may be booked by a resident no more than 3 months in advance and must be paid for in full before the Guest Suite FOB will be issued. Guest suite FOBs also permit entry to the building at the main lobby and P1 visitor entrance only. Guest suite FOBs do not permit entry to any common areas. Guests may only use Recreation Facilities when accompanied by the resident. Residents are responsible to ensure that their guests are familiar with the Corporations' Rules and Regulations. **Residents must advise their guests that smoking is not allowed anywhere on the property.**

- a) The Board sets the rental rate annually during the budgeting process. As of the date of this publication the charge is \$50 per night, per suite (payable by cheque or VISA/Mastercard credit card).
- b) Bookings may be cancelled without charge with 7 days notice. If not so cancelled, payments for suites may be refunded/waived for unused nights after the first night.
- c) A damage deposit of \$500 required if paying by cheque or VISA/Mastercard credit card. This must be paid before occupancy and will be returned if there are no missing room contents, is no damage, and no extra cleaning is required.
- d) Guest suites are available on a "first come" basis, with a maximum rental of fourteen (14) consecutive nights. Extension of a rental period by the same resident can only be made if there is no other conflicting reservation request, and must be approved by the Board.
- e) Residents may book the guest suite(s) by completing the *Guest Suite Rental Agreement* available on the web site, Mail Room, or Management Office and bringing it to the Management Office during regular Monday to Friday office hours for approval and confirmation. Both the Manager and Superintendent are able to take your reservation.
- f) An inspection report and room contents inventory is completed by the Corporation before and after every reservation.
- g) Should extra cleaning be required, the resident will be responsible for any additional cost incurred by the Corporation.



- h) A garage door opener, if required, is available. A security deposit of \$65, refundable when the opener is returned, is required.
- i) If a guest's vehicle will be parked in Visitor Parking overnight, the resident is responsible to register the vehicle using the *EZ Permit* process.
- j) Guest suite FOBs can be picked up from the Management Office or Superintendent after 1:00 p.m. but before 6:00 p.m. on the first day of the reservation. Upon vacating, the FOB can be returned to the Management Office, Superintendent or left in the Management Office Mail Box. There is a \$25 replacement charge for lost FOBs.
- k) Check-in time is 3:00 p.m. Check-out time is 11:00 a.m.
- l) In the event that a guest suite has been vacated on a Saturday, it will not be available for Sunday rental.
- m) Guest suites are not cleaned during a rental period. Sheets will be changed after 7 days, and towels after 3 days, for extended stays.
- n) Cooking is not allowed.
- o) Pets are not allowed.

## 16. Insurance

- a) **Insurance coverage for suite interiors, upgrades and contents is an owner/resident responsibility.**
- b) Upgrades made to the original in-suite workmanship, including floors (carpet, hardwood, laminate, tile, etc.) and walls (wallpaper, etc.) are not covered by the Standard Unit By-Law. **The Owner's Comprehensive Condominium Insurance policy should include upgrades made by the current and all previous owners.**
- c) Owners should ensure that their Comprehensive Condominium Insurance policy covers them for the Corporation's deductible (**currently \$25,000**) for repairs for water damage caused by their suite.
- d) Owners/residents are responsible for insuring the contents of their Storage Locker and should advise their insurance company if they have expensive items stored in their locker. Loss or damage to locker contents, regardless of cause, are not the responsibility of the Corporation.
- e) Owners/residents should ensure that someone checks their suite, as required by their insurance policy, when their suite is unoccupied.
- f) Insurance for damage to, or theft of, vehicles and/or contents of vehicles parked anywhere on Corporation property remains the vehicle owner's responsibility.

## 17. Laundry Facilities

- a) As a courtesy to your neighbours, it is recommended that you do not use your washer or dryer between the hours of 10:00 p.m. to 7:00 a.m.
- b) To prevent unexpected flooding, the washing machine water taps should be turned off when the washer is not in use.
- c) The Board has opted to have all dryer internal vents and drums, and the associated exhaust ducts and exterior grills, professionally cleaned at Corporation expense, every three (3) years. You will be advised when this is scheduled.

## 18. On-site Driving and Parking

### a) Emergency Routes

- i. Parking is prohibited in the entry and exit lanes at the front of the building. These are posted emergency routes, and designated community bus routes. They are monitored and vehicles may be ticketed by The City of Richmond Hill Parking Enforcement Officers, or by the Corporation's designated parking enforcement personnel.
- ii. Stopping time, for passenger pick-up/drop-off at the front door, should be kept to a minimum and **the driver must remain with the vehicle.**

### b) On Site Driving

- i. The maximum speed throughout the property, including underground parking, is 10 kilometres per hour (km/h), (6 miles per hour (mph)).
- ii. The maximum vehicle height for access to the underground parking garage is 1.87 m (6' 2"). If your vehicle touches the overhead height marker at the top of the garage ramp, do not proceed underground. If you do, you will be responsible for all damage caused.
- iii. P1 and P2 are one-way traffic. Please respect *ONE WAY* and *STOP* signs to avoid an accident.
- iv. Vehicles on P1 at the *STOP* sign at the ramp to P2 **MUST** yield to traffic coming up the ramp.
- v. Do not use your remote garage door opener when exiting the underground parking. This opens all doors unnecessarily and causes extra wear and tear on the door operating mechanisms.

**c) Visitor Parking**

- i. Outside parking spaces at the front of the building are available for use by visitors. They may not be used by residents. Two (2) of these spaces are marked for *Tradesmen Only between 8:00 a.m. to 5:00 p.m., Monday through Friday*. Please advise your visitors to not use these spaces during the designated times.
- ii. Visitors may park in the designated Visitor Parking spaces on P1 but will need to call the resident from the driveway Enterphone for access to P1.
- iii. Visitor's vehicles parked overnight between 3:00 a.m. and 7:00 a.m. must be registered using the *EZ Permit* system. This includes vehicles for visitors staying in the Guest Suites.
- iv. Outside overnight parking, except for over-size visitor vehicles registered with *EZ Permit*, is prohibited.
- v. *EZ Permit* registration for visitor vehicles must be completed before 1:00 a.m.
- vi. An *EZ Permit* for Visitor parking can be issued for up to fourteen (14) consecutive nights. If your visitor is staying longer than fourteen nights you must re-register their vehicle.
- vii. *EZ Permit* cards will be issued to new Owners/Residents during their New Resident meeting. Owner/Resident vehicles cannot be registered as visitor vehicles. If you lose your *EZ Permit* card a replacement card can be obtained from the Management Office.

**d) Resident Parking:**

- i. Resident vehicles must be registered with the Management Office and must be parked in their designated, numbered parking space.
- ii. A decal identifying the vehicle's designated parking space will be provided when the vehicle is registered. The decal must be displayed on the front or rear windshield, or on the vehicle dashboard, so that it is clearly visible from the outside of the vehicle.
- iii. Any change in vehicle information must be reported in writing to the Management Office. This includes change of vehicle, change of license plate number, vehicle painted a different colour, etc.
- iv. At the discretion of the Board, abandoned, non-licensed and/or non-roadworthy vehicles are not permitted in underground parking at any time. Such vehicles may be towed from the premises at the vehicle owner's expense if not removed by the vehicle owner.
- v. Residents may not rent or lease their parking space(s) to non-residents.
- vi. Residents who rent a parking spot to another resident must advise the Management Office using the *Parking Spot Rental Agreement* form.

**e) Prohibited in Parking Spaces:**

- i. Bundle buggies may be left in parking spots temporarily while the resident is shopping, but may not be left overnight and may not be in the spot when the registered vehicle is also there.
- ii. Trailers, campers, recreational vehicles, boats, snowmobiles, machinery, parts, tires, batteries or materials of any kind shall not be stored, even temporarily, in any parking space or anywhere on the common areas of the property.

**f) Vehicle Servicing and Repairs:**

- i. Other than in an emergency (vehicle does not start, flat tire, etc.) residents are not allowed to wash, service or repair any vehicle anywhere on Corporation property.
- ii. Service vehicles may access underground parking to provide service, but must be accompanied by the resident at all times.
- iii. If calling for vehicle service please remember to advise the service company that the clearance in underground parking is 1.87 m (6' 2").

**g) Maintenance of Parking Spaces:**

- i. Residents are responsible for the cleanliness of their parking space(s).
- ii. Leaking, seeping or dripping, oil, gas or other fluids are damaging to the parking surface and can become a liability to the Corporation. In such cases, the Management Office will notify the Owner of the parking space(s) that the issue needs their immediate attention.
- iii. The vehicle must be repaired, or permanently removed, and the parking surface must be cleaned. If the Corporation needs to arrange professional cleaning of the parking space(s), the cost of such cleaning will be charged back to the parking space(s) owner.
- iv. A Fire Department approved absorbent mat can be placed under vehicles for a short period of time (1-2 weeks) pending vehicle repairs.

**h) Enforcement of Parking Rules:**

- i) A vehicle of any kind deemed to be improperly parked at any time shall be liable to ticketing and towing at the vehicle owner's expense. In this case the Corporation, its Directors, Officers and agents shall not be liable for any damage, costs or expenses caused to the offending vehicle, its owner or agent, or any other party.

## 19. Pets

**Dogs are not allowed on condominium property under any circumstances at any time.**

- a) Pets permitted include domestic cats (limit of two), caged birds (reasonable limit) and tropical fish. All other pets are prohibited. Service Dogs are allowed.
- b) The suite owner will be financially responsible for any personal injury caused to any resident, guest, employee of the Corporation, Management, or to any member of the public caused by their pet and also for any property damage caused by their pet. This also applies when pets are being brought in or out of the building.
- c) No pets shall be allowed upon the common elements unless carried by the owner or designate.
- d) Pets are allowed in exclusive use common areas, i.e. balconies or patios.
- e) Residents may not permit their pet(s) to cause a noise or disturbance which disturbs the comfort or quiet enjoyment of the property by other residents.
- f) All complaints from residents regarding pets must be in writing, must be signed and must include details of the nature of the complaint with sufficient information to identify the violator.
- g) Violation of these rules shall be considered sufficient cause for the Property Manager, or the Board, to deem said pet a nuisance.
- h) Any pet, deemed by the Board, in its sole discretion, to be a nuisance shall be permanently removed from the property within two (2) weeks of receipt of a written notice from the Property Manager or Board.
- i) If a meeting of the Board is called to consider whether or not to deem a pet a nuisance, the owner of said pet will be invited to the meeting.
- j) Cat Litter:**
  - i. Soiled cat litter should never be put down the garbage chute on resident floors.
  - ii. Cat owners must double bag soiled cat litter in compostable bags and put them into the green “organics” recycling bins in the Disposal Room on the ground floor. Insecurely wrapped / bagged soiled cat litter is a common cause of carpet soiling in building corridors.
  - iii. Cat owners **MUST NOT flush soiled cat litter down their toilets, even if it is labelled *flushable***. This will clog the drain creating an expensive repair that will be charged back to the offending owner.

## 20. Plumbing and Drains

- a) **Water Shut-Off Valves** – all residents are encouraged to familiarize themselves with the location and operation of the various water shut-off valves in their suite. The Superintendent can assist with this.
- b) **Water Shut-Off Key** – suites that have the original in-wall, shut-off valves must have a “Water Shut-Off Key”. If required, a key can be purchased from the Management Office (current cost is \$10).
- c) **Water Shut-Off Valves** – over the years, many of the original keyed water shut-off valves have been replaced with “ballcock valves” that do not require a key.
- d) The suite Owner must ensure that access to shut-off valves is not obstructed when a bathroom is renovated.
- e) **Emergency Flood** – in the event of an emergency flood the appropriate water valves must be shut off as soon as possible and the Superintendent must be advised. Quick action on your part could reduce, or eliminate, considerable water damage, and the associated repair costs to your suite, suites below you and common areas. As outlined in the INSURANCE section of these Rules and Regulations, the cost of repairs up to the Corporation’s deductible will be charged back to the owner of the suite that caused the flood/water damage.
- f) **Kitchen Sink Drains** – never dispose of fats/grease/solids, etc. in your kitchen sink drain or any other drain. This type of waste should be securely wrapped, double bagged, using compostable bags, and properly disposed of in the green “Organics” recycling bins in the Disposal Room. The cost to clear clogged kitchen sink drains will be charged back to the suite causing the blockage.
- g) **Toilets** – Facial tissues, sanitary wipes, and cat litter must never be flushed even if advertised as *safe to flush*. Costs incurred by the Corporation for clearing clogged drains and repairing damage will be charged back to the owner.
- h) **Toilet Gaskets** - the wax gasket seal under the toilet may deteriorate over time causing water leaks into the unit below that may not be apparent in the unit. It is recommended that you have these gaskets **replaced by a qualified, licensed plumber every 10-15 years**. If you do not know when the seals were last replaced it is recommended that you have them replaced as soon as possible. Costs incurred by the Corporation for repairing water damage caused by deteriorated toilet gaskets will be charged back to the owner.

## 21. Recreation Facilities and Common Areas

All facilities are unsupervised – residents and their guests use them at their own risk.

### c) GENERAL RULES:

- i. Facilities are available for use by residents and their accompanied guests. **Unaccompanied guests may not use the facilities** and non-resident owners who have leased their suites give up the right to use the facilities.
- ii. Access to indoor recreational areas requires your FOB. Your FOB is programmed to permit access during the “open” hours and will not allow access during “closed” times.
- iii. An adult, at least seventeen (17) years of age, must supervise children under the age of thirteen (13).
- iv. Personal trainers and coaches are not permitted unless approved in writing by the Board. This approval **MUST** be renewed every 3 months and will be contingent on the trainer/coach providing proof of current WSIB and liability insurance coverage.
- v. The use of any of the recreational facilities may be restricted during organized activities of the Corporation or the various Social Committees. Notices will be posted.
- vi. Proper attire must be worn between suites and recreation areas at all times (shoes and cover-ups).
- vii. Guest privileges and facility hours may change at the discretion of the Board.
- viii. A Board member, Management staff or the Superintendent may request proof of age from persons using the recreational facilities.
- ix. The Board will have the final decision on the availability and use of facilities if there are conflicting requests, or if the activity is not consistent with the Condominium Act, the Declaration, the By-Laws or the Rules and Regulations governing the use of the facilities.

### d) Barbecue Area and Gazebo: Hours 8:00 a.m. to 10:00 p.m.:

- i. The barbecue is available for use on a “first-come” basis.
- ii. Spare barbecue propane tanks are in a locked cage beside the barbecue. Your FOB opens the cage. If the propane tank goes empty while barbecuing, it is the user’s responsibility to replace the tank and put the empty tank into the locked cage.
- iii. The barbecue must be cleaned after each use. A grill brush is provided.
- iv. All garbage must be properly disposed of either into the provided garbage container or the recycling bins in the Disposal Room, as appropriate.

- v. The use of audio equipment is permitted in the barbecue/gazebo area if used at low volume and not disturbing to other residents using the area.

**c) Billiard Room: Hours 8:00 a.m. to 10:00 p.m.:**

- i. Only residents who have requested access, and whose FOBs have been programmed for access, and their accompanied guests, can use the room.
- ii. Children under ten (10) are not permitted and children under seventeen (17) must be accompanied by a responsible adult.
- iii. No food is permitted. Beverages, in unbreakable containers, are permitted.
- iv. Billiard cues and cue chalk are not supplied although occasionally cues donated by residents may be available for use.
- v. When you finish playing put the billiard balls in the rack, or leave them in the table pockets, and put the protective cover on the table.
- vi. If other players are waiting, playing time is sixty (60) minutes, beginning on the hour.
- vii. Only audio equipment with earphones is permitted.
- viii. Proper attire is required. Swimwear is not acceptable.

**d) Card / TV / Ping Pong Room: Hours 8:00 a.m. to 10:00 p.m.:**

- i. The room is available on an “as available – first come” basis, i.e. ping pong players must wait quietly if card players or TV watchers are using the room and card players or TV watchers must wait if ping pong players are using the room unless the noise does not bother them.
- ii. The room cannot be reserved for exclusive use by individual residents but is regularly used, with Board of Director approval, for organized Social Committee activities – Bridge, Euchre, Bingo, Movie Night, Yoga, Exercise Class, etc. Notices will be posted.
- iii. No food is permitted unless approved in writing by the Board. Beverages, in unbreakable containers, are permitted.
- iv. Proper attire is required. Swimwear is not acceptable.

**e) Exercise Room: Hours 7:00 a.m. to 10:00 p.m.:**

- i. Use is restricted to residents and one accompanied guest.
- ii. Sport shoes and proper attire is required. Swimwear is not acceptable.
- iii. **Children under the age of thirteen (13) are not permitted.**
- iv. No food is permitted. Beverages, in unbreakable containers, are permitted.
- v. Exercise equipment in the room must not be re-arranged or removed.



- vi. Only audio equipment with earphones is permitted.
- vii. The TV volume and channel can be adjusted/changed as decided by the majority in the room at any time.
- viii. The door to the outside gazebo and barbecue area can be used to enter or exit the exercise room but must remain closed at all other times for security purposes. Your FOB is required for re-entry.
- ix. The path between the doors must be kept clear of equipment and floor mats as required by the City of Richmond Hill Fire Department.

**f) Library: Hours 8:00 a.m. to 10:00 p.m.:**

- i. This is a lending library based on the honour system, i.e. “if you take a book return it when finished”.
- ii. Books contributed by residents must be less than 10 years old, i.e. first published in the last 10 years. Please do not use the library as a “dumping ground” for your unwanted books.
- iii. Furniture must not be moved or removed.
- iv. Proper attire is required. Swimwear is not acceptable.
- v. Only audio equipment with earphones is permitted.
- vi. No food is permitted. Beverages, in unbreakable containers, are permitted.

**g) Tennis & Shuffleboard Courts: Hours 9:00 a.m. to Dusk:**

- i. Use is restricted to residents and up to three (3) accompanied guests.
- ii. Access is via the Exercise Room, from the P1 Visitor Parking area or the building exit door beside the Library.
- iii. Your FOB will allow access to the court and is required when you leave the court. Please ensure that the door closes and locks when you leave.
- iv. Children under seventeen (17) must be accompanied by an adult.
- v. No food is permitted. Beverages, in unbreakable containers, are permitted.
- vi. Proper tennis or rubber soled shoes must be worn by everyone on the court, including spectators. Hard soled shoes will damage the surface and are not permitted.
- vii. Playing time, if others are waiting, is limited to sixty (60) minutes beginning on the hour.
- viii. Tennis racquets and balls, badminton racquets and “birds” and shuffleboard cues are not provided by the Corporation. Shuffleboard disks and wax are available in the Exercise Room and shuffleboard score cards are mounted on the fence.

**h) Workshop (P1 Airlock): Hours 9:00 a.m. to 10:00 p.m.:**

- i. For safety children under ten (10) are not permitted and persons under seventeen (17) must be accompanied by a responsible adult.
- ii. Exhaust fan must be used when odours are created, i.e. painting, etc.
- iii. Items being worked on may not be stored in the room overnight.
- iv. The work area must be cleaned after every use.
- v. The Corporation is not responsible for any injuries that may occur.
- vi. The Corporation is not responsible for lost or stolen tools or materials.

**i) Swimming Pool: Hours 9:00 a.m. to 9:00 p.m.:**

**This pool is unsupervised.**

- i. Use is restricted to residents and up to four (4) accompanied guests.
- ii. Bathers under thirteen (13) are not allowed within the pool area unless accompanied by adult who is not less than sixteen (16) years of age.
- iii. The host resident is responsible for ensuring that all their guests are fully aware of all pool rules and regulations in order to comply with the City of Richmond Hill's By-Laws.
- iv. **It is mandatory for each bather to take a cleansing shower before entering or reentering the pool. No exceptions.**
- v. The use of oils, lotions or creams is not permitted in the pool.
- vi. Persons with hair longer than shoulder length are requested to wear a bathing cap or tie their hair back.
- vii. Proper, clean, and culturally appropriate swim attire must be worn in the pool. Streetwear clothing is not acceptable.
- viii. No person shall engage in boisterous play in or around the pool. Users are responsible for safe practises at all times. Running on the pool deck is not allowed.
- ix. No food or beverages are permitted.
- x. Deep dives are not permitted.
- xi. No person having open body sores on their body, or infected with a communicable disease, shall enter the pool/sauna/whirlpool areas.
- xii. No person shall pollute the water in the pool in any manner, including for example, spitting, urinating, spouting of water or blowing their nose while in the pool.

- xiii. Children requiring diapers must use leak proof diapers specifically designed for use in pools.
- xiv. Pool furniture must not be removed from the pool deck or patio.
- xv. Inflatable toys, except children's water wings, are not permitted in the pool area.
- xvi. Street footwear is not permitted on the pool deck at any time except for Corporation staff and/or contractors.
- xvii. The door from the pool to the patio must remain closed and locked at all times except for going in or out. Your FOB is necessary to re-enter from the patio.
- xviii. No glass or breakable containers may be brought onto the pool deck.
- xix. No strollers, carts, folding chairs or any other item which may restrict the use of, or clutter the pool deck or which may be a safety or health hazard may be brought onto the pool deck.
- xx. Only audio equipment with earphones is permitted.
- xxi. Cover-ups and footwear must be worn between suites and change rooms. You must ensure that you are sufficiently dry before returning to your suite to avoid dripping water onto floors.
- xxii. The pool telephone is to be used only in the case of emergency.

**j) Saunas: Hours 9:00 a.m. to 9:00 p.m.:**

**Saunas are restricted to persons over the age of thirteen (13).**

- i. Too much time in the sauna may be harmful. Consult your doctor regarding your health risk.
- ii. Use is restricted to residents and up to four (4) accompanied guests.
- iii. This is a dry sauna that does not require the use of water which may damage the heating elements.
- iv. To operate press the green "start button". The unit will start and automatically stop. Note that a cold sauna requires approximately fifteen (15) minutes to reach optimum temperature.
- v. No food or beverages are permitted.
- vi. The sauna door must not be left open.
- vii. The use of oils, lotions or creams is not permitted.

k) Whirlpool: **Hours 9:00 a.m. to 9:00 p.m.:**

**The whirlpool is restricted to persons over the age of thirteen (13).**

- i. Too much time in the whirlpool may be harmful. Consult your doctor regarding your health risk.
- ii. Use is restricted to residents and up to four (4) accompanied guests.
- iii. To operate press the “green start button”. The unit will start and automatically stop after approximately fifteen (15) minutes.
- iv. **It is mandatory for each bather to take a cleansing shower before entering or reentering the pool. No exceptions.**
- v. No food or beverages are permitted.
- vi. The use of oils, lotions or creams is not permitted.
- vii. Proper, clean, and culturally appropriate swim attire must be worn in the whirlpool. Streetwear clothing is not acceptable.
- viii. Users are cautioned that the direct force of the water jets can cause injury.
- ix. Only audio equipment with earphones is permitted.

## **22. Party Room**

**Party Room hours are as Reserved between 10:00 a.m. and 12:00 a.m. (midnight).**

**The resident renting the party room must advise their guests that smoking is not allowed anywhere on the property. (see item 6.)**

- a) The Party Room is available for private events sponsored by a resident who **MUST** be present in the Party Room for the duration of the event.
- b) A *Party Room Rental Agreement*, available from the Management Office or downloadable from the Corporation’s website, must be completed and submitted to the Management Office no more than 3 months before the required date.
- c) The Board sets the rental rate annually during the budgeting process. As of the date of this publication, the charge is \$50. Payment (by cheque, Visa or Mastercard) must be included with the agreement.
- d) A damage deposit of \$500, refundable in whole or in part at the sole discretion of the Board, must be included with the agreement. This does not limit the Corporation’s right to recover the costs of excess cleaning, damage to the Party Room or common elements or replacement of damaged or stolen property.

- e) The contemplated use of the premises must be fully disclosed to the Corporation as a condition of, and prior to, the rental of the Party Room. The premises may not be used for any immoral or offensive live performance or film show, including but not limited to “strip” shows, or those containing pornography, or sexually explicit material. Approval of events is at the sole discretion of the Board which may set terms for the use of the room.
- f) The Resident is responsible for full compliance with any legal or regulatory obligations and will fully indemnify and hold harmless the Corporation from any breach thereof.
- g) The resident is responsible for controlling the behaviour of their guests while they are on Corporation property. Rowdy behaviour and illegal acts are not permitted.
- h) If, in the opinion of the Corporation or its representative, the Resident cannot or will not control the behaviour of his/her guests, and the situation in the Corporation’s opinion has deteriorated to an unsatisfactory level, the Corporation or its representative on duty will have the full authority to terminate the function immediately and ask all persons to leave the premises; and/or the police may be called to assist the representative in controlling the situation and/or the security deposit may be forfeited as partial compensation. It will be at the discretion of the Corporation as to whether the Resident will be permitted to use the Party Room for any further occasion.
- i) The Function must be confined to the Party Room. The Men’s and Ladies washrooms to be used are located at the south end of the building, just past the Billiard Room.
- j) No drinks or food are allowed beyond the Party Room doors.
- k) Party Room rental includes the use of the kitchen appliances, dishes and utensils which must be cleaned/washed, and returned to their respective proper storage areas after use.
- l) Additional tables and chairs are available and will be provided if requested.
- m) Decorations may not be affixed to the walls, ceiling, doors, windows, window ledges or window blinds.
- n) Hours of operation may be between 10:00 a.m. and 12:00 a.m. (midnight) with all noisy activity ceasing at 11:00 p.m.
- o) Maximum attendance is limited to 45 persons by the City of Richmond Hill Fire Marshall.
- p) “Clean-Up” must be completed by the host resident after the event and no later than before 9:00 a.m. the following day.
- q) Loud music is not permitted.
- r) The doors from the Party Room to the patio are alarmed “Emergency Exits” that must remain unobstructed and closed at all times.
- s) The Resident is responsible for providing directions to the Party Room for his/her guests. NO ADDITIONAL SIGNS are to be posted in the hallways or lobby without written permission

from the Board and DOORS are NOT to be left jammed open and unattended for people to enter.

- t) The Party Room Enterphone Code is 305 and is listed on the Enterphone screen. The telephone in the Party Room can be used to allow access to the building (press “6” to allow entry). The Resident MUST advise his/her guests accordingly.
- u) The Resident is responsible to ensure that ALL FURNITURE IS RETURNED TO ITS ORIGINAL LOCATION and, if the Party Room dishes, cutlery, etc. were used, they MUST be washed, dried and returned to the cupboard/drawer they were removed from.
- v) The TV is available for use but must be left as originally connected at the conclusion of the rental.
- w) Any charges received from the housekeeping company, or otherwise incurred, for extra cleaning or furniture re-positioning, after an event will be charged back to the resident who rented the room.

## 23. Recycling And Waste Disposal

**Hours 7:00 a.m. to 10:00 p.m.**

Our disposal systems are geared to regular day-to-day waste. There are special provisions for bulky items and prohibitions against excessive or unusual waste. Three (3) regular (24x36 inches) garbage bags per week would be reasonable; more would be considered excessive. The Recycling / Disposal Room is on the first floor and is under video surveillance. Your FOB is required to enter the room, and as the room has an outside door, is required to return to the building.

- a) Waste disposed of into the trash chute on each floor must be securely bagged. You must ensure that trash falls down the chute.
- b) Over-size trash must not be pushed down the chute.
- c) The large green “Garbage” bins in the Disposal Room are for over-size trash.
- d) Notices in the Disposal Room list allowable recyclable items.
- e) The large blue “Recycling” bins are for recyclable material including paper, glass and plastic and metal containers.
- f) The large brown “Cardboard” bin is for recyclable cardboard. All boxes must be flattened and all packaging, plastic, Styrofoam, etc. must be removed.
- g) Organics, **in compostable bags**, are recycled into the mid-sized green bins. Shredded paper, in compostable bags, can be put into the organics bins.
- h) Electronics may be left for recycling in, or beside, the red “Electronics” bin.

- i) Small domestic batteries may be left in the marked container just inside the Disposal Room door.
- j) **label:board Toxic and/or flammable liquids**, (paints, solvents, oil, etc.) may be left in the Workshop (P1 Airlock beside door to Visitor Parking) for subsequent recycling by resident volunteers. Empty toxic or flammable liquid containers should be put into the large blue “Recycling” bins in the Disposal Room.
- k) **Fluorescent and energy efficient lamps** may be put into a marked container in the Workshop for subsequent recycling by resident volunteers. Conventional incandescent light bulbs are garbage and are not recyclable.
- l) **Renovation waste materials and excessive junk resulting from for example but not limited to moves, spring cleaning, or estate clear-outs** must not be left in the Disposal Room or put into the Corporation’s garbage bins. Residents must arrange with their contractors, a junk removal contractor, and/or delivery agents for immediate removal.
- m) **Appliances, furniture and/or other large items must not be left in the Disposal Room.** Large items will be picked up by the City of Richmond Hill but arrangements for pick-up must be made with the Management Office. Items may only be brought to the pick-up area the evening before the day of the pick-up as advised by the Property Manager or Superintendent.
- n) Violations of items l) and m) above may require the Corporation to arrange for the removal of these items. If so, any costs incurred will be charged back to the resident responsible.

## 24. Locker Rooms

Locker Rooms are on the P1 and P2 Levels and may be accessed by FOB access 24 hours a day.

- a) Padlocks for lockers must be supplied by the locker owner or renter.
- b) All items must be stored inside lockers. Anything stored outside or on top of lockers will be removed and any costs incurred will be charged back to the locker owner.
- c) Bicycles must not be stored in lockers. They must be put into the Bicycle Room.
- d) Insurance for items in lockers is the owner’s responsibility. The Corporation is not responsible for loss or damage to items in lockers regardless of cause.
- e) Flammable liquids and/or other toxic substances must not be stored in lockers at any time. If these are identified the owner of the locker will be asked to remove them. If this is not done within a reasonable period of time the Corporation will remove them and the cost of such removal will be charged back to the locker owner.

## 25. Electric Vehicle Charging

There are eight (8) bays in Visitor Parking reserved for Electric Vehicle Charging. Each of the four pairs of bays has one Level 2 charging Electric Vehicle Charging Station.

- a) Electric Vehicle Charging Stations may only be used by residents or residents' visitors.
- b) Charging bays may only be used by plug-in hybrid or pure plug-in Electric Vehicles awaiting charging, charging, or for a reasonable time after the completion of charging. The Corporation may, at its discretion, ticket all other vehicle, or any vehicle at any other time using these bays.
- c) Owners of vehicles left on charge should ensure they are moved within a reasonable time after the completion of charging.
- d) Owners of vehicles wishing to use Electric Vehicle Charging Stations must register with ChargeLabs. A smartphone app is required, and a valid credit card account must be provided. A document titled Electric Vehicle Charging Instructions is available on the web site at:

<https://33weldrickroad.com/electric-vehicle-charging-instructions/>

Management can also provide information on how to proceed.

## 26. Harassment

- a) No owner, resident, or other person shall act in a manner that is deemed by the Board of Directors (the “**Board**”) or property management to be unmanageable, rude, disruptive, aggressive, abusive, threatening, bullying, discriminatory, defamatory, or harassing in nature towards any board member, manager or management employee, employees, agents, invitees, suppliers, or contractors of the Corporation or property management, and/or towards any owners, tenants, residents or other occupants, and/or towards their agents, guests, and invitees.
- b) No owner, resident, or other person shall interfere with, hinder, or impede the Board, management, or either of their employees or agents from carrying out their duties and obligations pursuant to the Act, the Corporation’s declaration, by-laws, and rules, or any agreement to which the Corporation is a party.
- c) The Corporation has adopted a Workplace Violence, Harassment, and Discrimination Prevention Policy and Procedure, which is attached hereto as **Schedule “A”**. All persons living, working, and/or attending at the Corporation shall comply with the Workplace Violence, Harassment, and Discrimination Prevention Policy and Procedure. For the purpose of investigating any potential case of workplace harassment, such policy and procedure, as may be amended by the Board from time to time in its sole discretion, shall be followed.



# Other Useful Information for Residents

## 1. Electrical Circuit Information

- a) Each suite is equipped with an electrical circuit breaker panel located in a room or closet near the suite entry door.
- b) The electrical circuits in suites are wired for 120 volts, 15 amps, 60 Hz with the exception of the stove and dryer outlets which are 220 volts.
- c) Residents should test the “GFI circuit breaker” (marked TEST) in the breaker panel on a regular basis. This breaker is for the electrical outlet(s) in the bathroom(s). Push the white “TEST” button, confirm the “click” and reset the breaker. If you require assistance contact the Superintendent during his regular working hours.
- d) Replacement of a defective circuit breaker, is the Owner’s responsibility and should only be completed by a qualified, licensed electrician.

## 2. Enterphone

**The Enterphone allows entry to the building using your telephone.**

- a) The Enterphone allows entrance communication and entry control with your visitors via your telephone.
- b) If you choose not to have a regular “land line” telephone service you still must have a telephone with a “digital” function plugged into the kitchen telephone outlet. Enterphone service to your suite will not work without this telephone. Once you have a telephone plugged into the kitchen outlet you can answer calls from the Enterphone system from all other “land line” telephones in your suite.
- c) You can view callers from the Main Lobby, P1 Visitor Entrance or Driveway Enterphone via the building’s television service provider. (At the time of writing, technical issues with the Ignite implementation have interrupted this and are expected to be resolved shortly.)
- d) Incoming Enterphone Call:
  - i. Two quick rings means you are being called from one of the 3 Enterphone locations. Answer normally to talk to your visitor.
  - ii. To allow entry push “6” and then hang up.
  - iii. To refuse entry just hang up.
  - iv. Visitors calling from the driveway Enterphone will need to call again from the P1 Visitor entrance after they have parked their car.
- e) Incoming telephone call while using the Enterphone:

- i. A soft ringing overtone while you are on an Enterphone call means you have an incoming telephone call.
  - ii. To answer the call, push “6” to allow your visitor to enter or push “3” to refuse entry. You will then be connected to your incoming telephone call.
- f) Incoming Enterphone Call While You Are On The Telephone:
- i. A muted double overtone indicates a call from the Enterphone system.
  - ii. Push “3” to put your call on hold and connect to the Enterphone call.
  - iii. Push “6” to allow entry, or push “3” to refuse entry and you will automatically be reconnected to your telephone call.
  - iv. Do not push “6” if you do not know your visitor.

### **3. Heating and Cooling – Fan Coil Unit(s)**

- a) Suite Fan Coil Unit servicing, including motor lubrication, filter changes and checking the drip tray, is normally the suite owner’s responsibility. The Board has opted to have this service carried out professionally, at the Corporation’s expense, twice a year. Advance notice will be provided.
- b) All other servicing and repairs to these units, including replacement of motors and thermostats, remain the suite owner’s responsibility. The Management Office can assist with making arrangements for servicing, but payment, directly to the contractor, will be the responsibility of the suite owner.
- c) The heating season is generally mid-October through mid-May; cooling from mid-May through mid-October. Fan coil units will not cool during the heating season nor heat during the cooling season.

### **4. Exhaust Fans and Kitchen Fan Screens**

- a) Kitchen exhaust fans should be used while cooking to reduce the possibility of unpleasant odours permeating the corridors.
- b) Kitchen exhaust fan covers contain screens that should be cleaned regularly. The exhaust fan effectiveness will be reduced if the screen is clogged.
- c) The Laundry exhaust fan must be used when the dryer is in use and the in-wall dryer vent screen must be cleaned regularly. The exhaust fan will not work properly if the wall vent screen is clogged.
- d) Replacement motors for kitchen, bathroom and laundry exhaust fans are available from the Management Office. The cost of the motor and installation is the responsibility of the suite owner.

## **5. Mail Delivery**

- a) The postal code for the building is L4C 8W4.
- b) The room behind the suite mailboxes is controlled by Canada Post and is not accessible by the Corporation.
- c) For security, Canada Post parcels and registered mail and courier packages cannot be accepted by the Management Office or the Corporation at any time.
- d) Canada Post may deliver larger items into the oversized mail boxes on the right side of the Mail Room. If you receive a large item a key on a wooden dowel will be left in your mail box. To retrieve your parcel use the key to open the box with the same number as the key, remove your item, close and lock the box and put the key through the hole in the box on the lower right.

## **6. Newspaper Delivery**

- a) Newspaper delivery persons have been issued FOBs which permit them to enter the building between 2:00 a.m. and 7:00 a.m. only.

## **7. Other Parcel Deliveries**

Depending on the service provider, parcels may be delivered to the lobby area, or to the apartment door with or without a knock at the door.

- a) Management will not accept parcels on behalf of residents.
- b) The Corporation accepts no responsibility for such deliveries.
- c) Residents are responsible for removing deliveries from hallways and the lobby area within a reasonable time.

# Fire Safety Procedures

DISCLAIMER: the following fire safety procedures follow those of the City of Richmond Hill and are being adopted by York Region Condominium Corporation No. 616.

FIRE SAFETY BEGINS WITH YOU: Learn what to do if a fire happens. This is the best way to protect yourself and those around you. After moving in, familiarize yourself with the location of emergency exits and fire alarm pull stations. You must act quickly when you hear the alarm or discover a fire. You must always protect yourself from smoke. Remember, most people die from smoke inhalation, not fire.

The fire alarm system is tested monthly. An announcement will be made to advise that there is a “TEST” in progress at the beginning and end of the test.

## 1. If there is a Fire in your Suite

- a) Tell everyone in your suite to leave;
- b) Close all doors behind you;
- c) Pull the fire alarm on your floor and yell fire;
- d) Leave your floor using the nearest stairway – the elevators will not respond once the fire alarm has been pulled;
- e) The Fire Department will be called by the alarm monitoring station;
- f) Meet the Fire Department at the front door and tell them where the fire is.

## 2. When you hear the Fire Alarm

The decision to go or to stay is yours.

Most of the time, the best thing to do when you hear the fire alarm is to leave the building as soon as possible, but in some cases you may not be able to leave and may have to stay in your suite. Regardless, you must protect yourself from smoke.

## 3. If you decide to leave the Building

- a) Check the door to your suite.
- b) If smoke is entering from around the door **do not open** it.
- c) If there is no smoke open the door a little. If you see smoke, or feel heat, close the door.
- d) If the corridor is clear, take your keys, lock your doors and go to the nearest stairway. **Do not try to use the elevator.**

- e) Open the stairway door carefully. If there is no smoke use the stairway to leave the building.
- f) If you see smoke, or feel heat, close the door and go to the other stairway.
- g) Open the stairway door carefully. If there is no smoke use the stairway to leave the building.
- h) If there is smoke in the second stairway return to your suite and protect yourself from smoke.

#### **4. When you are inside the Stairway**

- a) If you encounter smoke on your way down, leave the stairway as soon as possible and go to the second stairway.
- b) If the second stairway also has smoke return to your suite, if possible OR
- c) Go into any corridor and knock on suite doors until you find a place to take shelter.
- d) Do not try to go to the roof. The door to the roof is always locked and you could become trapped.
- e) Remember, wherever you are, if there is smoke, stay low to the floor, crawl if necessary. The air closer to the floor is cleaner as smoke rises.

#### **5. If you remain in your Suite**

- a) You must protect yourself from smoke.
- b) Stay in your suite until you are rescued or until you are told by the Fire Department that it is safe to leave. This notification may be made over the fire speaker system.
- c) Keep smoke from entering your suite. Use duct tape to seal cracks around the door and place wet towels across the bottom of the door.
- d) If smoke enters your suite call the Fire Department (911) tell them where you are and go to your balcony if you have one. Close the sliding doors to your balcony. If you do not have a balcony go to the most smoke free room, close the door and seal it with duct tape and wet towels, open a window for fresh air.
- e) Show rescuers where you are by hanging a sheet from your window or balcony.
- f) Listen for instructions from the fire speaker system.

If you require further information contact the City of Richmond Hill Fire Department or check their website.

Residents will be notified in the event of a false alarm.

Remember – the superintendent will be very busy during a fire emergency and unable to answer his cell phone. Do not try to call him.