



DCC #19  
THE BAYSHORE

# OWNERS MANUAL

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Dear New Homeowner/Tenant,

Welcome to our community and your new home.

On behalf of The Bayshore Board of Directors and the other homeowners of The Bayshore, we would like to welcome you to your new home and our community. Over the coming months, we look forward to meeting you.

The operation of the Condominium Corporation is governed by a board of volunteer directors. The Board of Directors is elected by the owners to oversee the daily functions and financial responsibility of the Corporation. The Board is also responsible for maintaining owner's compliance with the established Bylaws of the Corporation. They have specific provisions regarding what can and cannot be done in your unit and the common property. Please take some time to read through the Bylaws and other information you have received in this package.

Our community website at [www.thebayshore.net](http://www.thebayshore.net) and MaxTV along with email blasts to those who have subscribed, are our official communication channels. It has a host of readily available information e.g. Contact Information, Upcoming Events, Announcements, Frequently Asked Questions and Forms. Please take a few minutes to visit the website to familiarize yourself with its resources.

City Sites Property Management Inc. is our contracted Property Management Company and maintains an onsite office in our building. Hours of operations and contact information can be found on our website.

As a new homeowner, you may already have some ideas on how to improve your property. Please keep in mind that prior to making any structural change or alteration to the interior or exterior of your unit or maintain, alter or repair any part of the common elements you must obtain prior written consent from the board.

Again, welcome to The Bayshore community. We look forward to you falling in love with this neighborhood as much as we have. We know you will find this a great place to live.

Sincerely

The Board of Directors

## DIRECTORY

### **PROPERTY MANAGEMENT**

**Vanessa Lewis,**  
Property Manager  
Corporate Office  
CitySites Property Management Inc  
4 Robert Speck Parkway,  
Suite 380  
Mississauga, ON, L4Z 1S1

Tel: 905-232-1260

**OR**

On-site Management Office, Ground floor  
1210 Radom Street  
Pickering, ON L1W 2Z3

Tel: 905-839-1246  
Email: [vlewis@citysitespm.com](mailto:vlewis@citysitespm.com)

### **OFFICE HOURS**

Monday to Friday:  
9:00 am to 5:00 pm  
Lunch: 1:00pm - 2:00pm unless otherwise posted

**Check the notice posted on the office door for any changes.**

## **STAFF HOURS**

**Andi Baillou**  
Primary Superintendent  
Unit 110  
905-409-1774

**On duty:**  
Monday through Friday,  
8:00 am – 4:00 pm;  
On call until 9:00 pm

## **WEEKEND STAFF**

905-999-4353

After Hours Emergencies  
City Sites Property Management Inc.

905-232-1260, Press1

**EMERGENCIES ONLY (FIRE/FLOOD) AFTER 9:00 pm**

## **Board Of Directors**

Nigel Robinson, President

Arlene Wilson, Treasurer

Matthew Schleifer, Director

Marianne Wilders, Director

Maxine Ayers, Director

**\*\*IMPORTANT\*\***

**ALTERATIONS TO THE UNIT**

The Declaration of Durham Condominium Corporation No. 19 (the Corporation) clearly states:

***“No owner shall make any structural change or alteration in or to the unit or alter the exterior design or colour of any part of his/her unit visible from the exterior...or make any change to an installation upon the common elements, or maintain, alter or repair any part of the common elements... without the prior written consent of the board.”***

\*Essentially, this article states that an **\*owner** may not **\*\*substantially alter the unit** without the written consent of the Corporation’s Board of Directors.

**\*The term “owner” includes any agent, family member, tenant, visitor, etc. that may attend or occupy the unit from time to time.**

**\*\* The term “substantially alter the unit” encompasses a wide variety of unit components including but not limited to the following:**

- **Unit Walls – May not be removed or altered without the consent of the board.**
- **Unit Walls (load bearing) – Shall not be moved or altered under any circumstances.**
- **Plumbing Systems (unit) – May not be removed/moved or altered without the consent of the board.**
- **Plumbing Systems (common) - Shall not be moved or altered under any circumstances.**
- **Electrical Systems (unit) – May not be removed/moved or altered without the consent of the board.**
- **Electrical Systems (common) - Shall not be moved or altered under any circumstances.**
- **Flooring Systems (Unit) – May not be removed or altered without the consent of the board.**
- **All new flooring (unit) - Must have an under-pad of 61, IC rating.**

It is a requirement of each owner to submit a written request stating the nature of any proposed alteration to the unit. All requests should be delivered to the management office. The board will review each request independently and respond in writing. Alterations may not take place without the written consent of the Board. In the event that the owner did not take the necessary steps and seek approval from the board to alter their unit, the board reserves the right and may require an owner to return an altered unit to its original condition.

## **SERVICE ELEVATOR RESERVATION POLICY**

(Approved by the Board – September 13, 2021)

1. All service elevator reservations for moves (in and out) must be booked in advance.
2. The service elevator is available for “other” reservations (i.e. furniture delivery, use by contractors, garbage disposal) as may be required from time to time.
3. All service elevator reservations will be approved on a first come first served basis.
4. Service elevator hours:
  - 9:00 AM – 4:30 PM, 6:00 PM – 8:00 PM (Mon-Fri)
  - 8:00 AM – 4:00 PM (Sat)
  - No Elevator Reservations on Sundays.
5. The following procedures must be completed in advance of service elevator reservations.
  - **All** persons requesting use of the service elevator must complete an elevator reservation form.
  - **All service elevator requests** require a “pre-booking and post-booking” inspection to be performed by superintendent staff or management staff with the booking resident present.
  - **All** service elevator requests must be entered into the elevator log book.
  - **A \$750 deposit** (cheque payable to DCC No. 19) is required for all elevator reservations. **Residents are not permitted to use a general elevator under any circumstances for moving items. Use the Service Elevator only.**
6. Building and management staff are not permitted to make exceptions with regard to any of the policy statements above. No exceptions.
7. Moving furniture, appliances, etc. through the front door is not permitted. Please use the moving entrance at the rear of the building. You will be back charged for using the front entrance to move any large items or damage to the common areas (elevator, hallways).

## GARAGE ENTRY SYSTEM – REMOTE CONTROL POLICY

1. All suites are originally equipped with one garage access remote control. It is the responsibility of each new owner to ensure these remote controls are received as part of any purchase/sale agreement or upon turnover of tenancy.
2. Lost remote controls shall be reported immediately to the Management office so that they may be temporarily or permanently deleted from the system. This will render the remote control inactive for security reasons. If located, the remote controls can be reactivated.
3. Replacement of lost, stolen or damaged remote controls shall be at the expense of the owner. The cost of remote controls shall be at the rate at which the Corporation purchases remote controls.
4. A \$50.00 charge shall apply for the replacement of any lost or damaged remote control.
5. The Corporation reserves the right not to issue a remote control. The issue of a remote control will not be unreasonably withheld.
6. The Corporation may, with cause, cancel or delete from the entry system any remote control belonging to any resident or owner at any time.
7. Owners leasing their parking space to other residents are responsible for supplying their remote control to the lessee.
8. **Owners must confirm this arrangement in writing to the Management office at its inception and upon termination of the agreement.**
9. **Owners cannot rent or lease their parking space to a non-resident under any circumstance.**



## **Parking Policies**

### **Owner/Resident Parking**

Each owner/resident is allocated one numbered parking space according to the Declaration of Durham Condominium Corporation No. 19. No storage of any kind (including bicycles) is permitted in the parking spaces in the underground garage. Owners/residents are required to maintain their parking spaces by keeping them free of refuse. Vehicles leaking fluid shall be immediately repaired by the vehicle owner to avoid damage and to avoid tracking vehicle fluids into the building. Otherwise, owners of leaking vehicles are requested not to park their vehicles in or on the property. *The Corporation reserves the right to take steps on behalf of the owner which may include cleaning and protecting the affected area in order to reduce the risk of damage to the garage floor surface and to avoid tracking fluid from their vehicles into the building. All costs in relation to this matter will be charged back to the unit.*

### **Visitor Parking**

Visitor parking is in the first level (P1) North section of the underground garage. Visitor parking is intended for the use of visitors and guests of the residents of Durham Condominium Corporation No. 19. Owners are not permitted to use the visitor parking spaces at any time without the consent of the Corporation.

### **Visitor Parking Permits – see Appendix A**

### **Monthly Parking Permits**

Please be reminded that there is only one parking space for each unit. Residents owning more than one vehicle are required to rent additional parking from the Corporation or find their own parking outside of the building. The visitor underground parking lot has a limited number of “monthly” parking spaces. These are leased on a long-term basis and are rarely available for new residents. Monthly parking permits are sold for \$60.00 per month or can be purchased three (3) months in advance for \$150.00. Monthly parking permits allow residents to park in visitor parking areas on a “first come first serve basis” and do not guarantee the availability of a parking space.

### **Fire Route Parking**

Parking is prohibited in the fire routes in and around the building at all times, this includes the front of the building. All paved areas above ground, as well as all underground drive aisles, are considered to be fire route. No vehicle (including Moving Vehicles) should be left unattended at any time.

## **Parking Policies Continued**

### **Handicapped Parking**

Handicap parking is located at the east end of the building. An authorized handicap sticker is required to park in the handicap spaces. There are 2 three hour Visitor only Handicapped Parking spaces situated beside the Contractor parking.

Spaces located directly east of the building at the Handicap Access Entrance are intended for the use of loading, unloading of passengers and groceries only. Parking for authorized vehicles is **limited to thirty minutes**.

### **Parking Patrols/Tagging**

The Corporation employs a private tagging company to complete random patrols and issue parking tickets for parking violations in the Visitor Handicap, Contractor, and Underground parking areas.

Regular patrols are conducted during the daytime and evening by the City of Pickering on the Fire Routes, which includes the front of the building.

Should you have any questions or concerns, please feel free to contact the management office Monday through Friday 9:00am – 5:00pm.

### **Contractor Parking**

The Corporation provides parking for DCC #19 contractors working in the building. **The space is oversized and for their use only.** Contractors may obtain a Permit from on-sight management office during office hours. The supers are to be contacted after hours.

# Appendix A



**SwiftPark**

1-877-943-8727 [www.swift-park.com](http://www.swift-park.com)

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**To: CONFIDENTIAL TO UNIT # [REDACTED]**

**Re: Bayshore Condominiums – 1210 Random St.  
Visitor Parking Permits Lot # 14102**

This letter is to inform all residents on how to obtain a visitor parking permit for their visitor(s) **effective May 01, 2014.**

**An electronic permit via the SwiftPark system is required between 2:00 am to 7:00 am. This location is patrolled and all violators will be tagged and/or towed away at the vehicle owner's expense.**

**In order to use this system, each unit requires a unique 6 digit SwiftPark courtesy card number and a four digit PIN. There is a limit of 8 permits per month per unit additional overnights will be \$5.00 per night.**

**Lot # 14102**

**Card number [REDACTED] PIN [REDACTED]**  
(6 digits) (4 digits)

**The quickest way to obtain a permit - [www.swift-park.com](http://www.swift-park.com)**

At the bottom right corner of our home page **enter your lot number 14102** and click **“GO”** Select **overnight permit** and **quantity**, **Type in the license plate number** select **“Courtesy card”**, enter **“Courtesy card”/pin** and select **purchase**. A confirmation number/permit id will be given out when the transaction has been completed. **RECORD IT. There is no need to put anything on the dash of your vehicle.**

**By phone – Call 1-877-943-8727**

Press 1 for English

Press 1 to obtain a permit

**Enter lot number 14102**

Press 1 if lot number is correct

Press 1 for an **overnight permit**

Enter number of days for permit

Please say your license plate number clearly (NO BACKGROUND NOISE)

Press 1 if correct, ENTER the phone number you are calling from, Enter your SwiftPark card number/pin.

A confirmation number/permit id will be given out when the transaction has been completed.

**RECORD IT. There is no need to put anything on the dash of your vehicle.**

**N.B. Please contact the management office @905-839-1246 for your personal and confidential card and Pin number.**



## **New Pet Rule #9 - Approved Durham Condominium Corporation No. 19**

At a meeting in October 2011, the Board of Directors by resolution adopted a new "Pet Rule". The proposed new rule was presented to all owners for approval in accordance with the Ontario Condominium Act (1998).

We thank those residents that took the time to write and offer suggestions with regard to the rule and rule content. The Board reviewed all correspondence related to this matter. As you might imagine, it is difficult to craft a rule that caters to the needs of all owners and residents and therefore decided not to alter the content of the rule.

The Board of Directors was presented with no "formal" objections to the rule as proposed. As of December 1, 2011, the New Pet Rule is considered to be approved and now forms an integral part of your Condominium's Rules and Regulations. The New Pet Rule (#9) is now enforceable under the terms of the Declaration of Durham Condominium Corporation No. 19 and the Ontario Condominium Act (1998). The original Pet Rule is (#9) is hereby repealed.

All residents are reminded of their obligation to register their pet(s) with Condominium through the management office (see 9.2 below). Pets not registered will not be entitled to the residency benefits in accordance with the grandfather clause (see 9.10 below).

**We have attached a Pet Registration Form to be completed by all owners and tenants (where applicable). We also require that you notify the office and provide an updated form if you are considering acquiring a pet or if your current pet ceases for any reason to reside at the building.**

*9.2 Every owner of a pet who keeps such pet within or about the property from time to time, shall license and register such pet as required with the City of Pickering and with the Corporation, and each such shall comply in all respects with existing by-laws, rules, and regulations pertaining to the regulating, inoculation or licensing of animals within the Municipality.*

**9.10 Under no circumstances shall there be more than one (1) pet housed in any one (1) residential unit and the Corporation reserves the right to limit the maximum weight of any pet to nine (9) kilograms (approx.. 20 lbs.), except that residents on December 1, 2011, who have more than one pet or have a pet weighing more than 20 lbs or 9 kilograms may keep such pet(s) until it/they expire(s) provided all other provisions are met and the large or additional pet(s) is/are not replaced in a manner which is contrary to the provisions of this rule.**

## TENANT COMPLIANCE AGREEMENT

### **All Owners**

Durham Condominium Corporation  
1210 Radom Street  
Pickering, Ontario  
L1W 2Z3

Dear Owner:

The Declaration of Durham Condominium Corporation No. 19 requires that off-site owners who lease their units must provide the Management Office with the enclosed compliance agreement and tenant information sheet

The attached forms are distributed to all off-site owners. The building staff is in a constant struggle to keep the records regarding building occupancy up to date. It is essential that the office is aware of who may be occupying each and every unit in case of emergencies such as water leaks, fire, etc. It is necessary for all tenants to be aware of the Rules and Regulations of the building and also to respect these Rules and Regulations at all times.

Please take the time to contact your tenant(s) and complete the attached forms. We realize that many of the records are current and up-to-date but request your cooperation in confirming our records are complete. Blank copies of the attached forms are available from the Management Office during business hours, on our website or can be sent by fax at your convenience. Copies of the building Rules and Regulations are also available upon request.

Please do not hesitate to contact the writer if you have any questions regarding the above.

Yours truly,

Vanessa Lewis  
Registered Condominium Manager  
Agent for and on behalf of D.C.C. #19

## TENANT COMPLIANCE AGREEMENT

Dear Tenant(s):

Re: Durham Condominium Corporation No. 19  
1210 Radom Street  
Pickering, Ontario L1W 2Z3

We understand that you are about to move into an apartment unit within the Durham Condominium Corporation No. 19 building at 1210 Radom Street, Pickering, Ontario.

As the building is a condominium building, it is governed by the Ontario Condominium Act and the Declaration, By-laws and Rules of Durham Condominium Corporation No. 19.

Section 49 (4) of the Ontario Condominium Act provides as follows:

“The Lessee of a unit is subject to the duties imposed by this Act, the Declaration, the by-laws and the rules on an owner, except those duties respecting common expenses, and this Section applies in the same manner as to an owner and where the Lessee is in contravention of an order under this Section or where he fails to pay, pursuant to a Notice given under subsection (3), the Court may terminate the lease.”

Accompanying this letter is a Compliance Agreement to be signed by all adult residents of the condominium unit and to be returned to the property management office at the condominium building within seven days of the date of this letter.

We thank you for your cooperation in this important matter.

**DURHAM CONDOMINIUM CORPORATION NO.19**

**COMPLIANCE AGREEMENT**

I/We, intend to reside as a Tenant(s) in Apartment \_\_\_\_\_, 1210 Radom Street, Pickering, Ontario L1W 2Z3 and I/we hereby covenant and agree with Durham Condominium Corporation No. 19 as follows:

1. I/We acknowledge and understand that the apartment unit in which I/we are proposing to reside as a Tenant(s) is a condominium unit and that I/we must comply with the Ontario Condominium Act and the Declaration, By-laws and Rules and Regulations of Durham Condominium No.19.
  
2. I/We, members of my/our household and my/our guests, from time to time will in using the unit rented by me/us and the common elements comply with the Condominium Act, the Declaration and By-laws and all Rules and Regulations of the condominium corporation, during the term of my/our tenancy.
  
3. I/We have received a copy of the attached Rules and Regulations from the owner of the condominium unit and that I/we have read and understood the attached Condominium Rules.
  
4. That the apartment in which I/we will be residing is governed by the Declaration of Durham Condominium Corporation No.19 which states that the unit is to be occupied and used only as a private single family residence and for no other purpose and I/we, hereby acknowledge and agree to comply with such single family restriction.
  
5. That the information provided to me/us, appearing in the attached Schedule "A" to this Agreement is full and accurate and that no other persons, other than those persons listed on Schedule "A" will reside or occupy the apartment, without the express written permission of the Board of Directors or Property Manager of Durham Condominium Corporation No.19.

Dated at the City of Pickering, this \_\_\_\_\_ day of \_\_\_\_\_ 202

\_\_\_\_\_  
Signature of Tenant

\_\_\_\_\_  
Signature of Tenant





# **Durham Condominium Corporation No. 19**

## **Fitness Centre Rules**

The following guidelines, rules, and regulations have been developed for the pleasure and safety of residents while using any part of the Facility. Revisions to these rules and regulations may be made as the need arises. The Facility is a private club for use by the owners and residents of DCC # 19 only.

The fitness center is open daily from 6:00 am to 11:00 pm and access is granted via key fob.

- Children under sixteen (16) years of age are not permitted to use the Fitness Center nor are they permitted to accompany an adult while the adult is using the Fitness Center.
- Residents/Owners/Guests must familiarize themselves with gym equipment to ensure safe and proper operation. Fitness equipment is used at the user's own risk. Equipment to only be used as intended as per diagram on the machine.
- All guests, to access any part of the Facility, must be accompanied by and remain with the resident. It is the responsibility of each resident to familiarize his/her guest with all the rules and regulations of the Facility. Each resident is responsible and liable for all actions of his/her guest.
- There is a limit of 1 guest per suite permitted in the Fitness Facility.
- The Corporation, its Trustees, agents and employees assume no responsibility for any accident or injury incurred in connection with the use of the fitness center or for any loss or damage to personal property.
- Each user is requested to wipe off the equipment after each use. Cleaning supplies are provided. The use of sweat towels in the gym is mandatory.
- Pets are not allowed in the recreation centre at any time.
- No food is permitted in the Fitness Center. Plastic water/beverage bottles with a lid or controlled spout are permissible.
- Electronic equipment (like MP3 players and radios) must be used with earphones and must not disturb other people in the center.
- Notify the Management office or Superintendent, if any equipment is not functioning properly.
- Appropriate workout attire (including proper shoes and shirts) is required when using the center.
- There is a limit of **30 minutes** on the use of any one piece of equipment. Only if others are waiting.
- Please note there is a telephone located on the inside wall of the gym facility. It allows the ability to dial 911 in the case of an emergency. No other calls can be made or received from this phone.

### **Penalties for Non-Compliance**

The Board of Directors and employees of DCC #19 reserves the right to suspend the privileges of anyone who does not follow the Facility's rules, regulations and/or the general safety considerations.

## **UNDERGROUND STORAGE - BUNDLE BUGGIES**

As you are likely aware, the Condominium maintains a strict policy with regard to the storage of personal items in the underground garage. Although the rules of the Condominium make no specific reference, the policy is enforced mainly due to the fact that the underground garage can become a breeding ground for personal items if this policy is not strictly enforced.

**Effective immediately, the Board has decided to allow residents to store bundle buggies or grocery buggies in the underground garage. Buggies must be stored within the boundaries of the resident's exclusive use parking space and not pose an inconvenience to other residents. Buggies shall be placed neatly against a column within the resident's parking space and shall remain empty at all times when stored. This will be the only exception to the Condominium's underground storage policy. Residents will be required to remove their buggies at the request of the Board or Management (i.e. underground repairs, garage sweep)**

The Board is required to enforce the rules of the Condominium and is often placed in the difficult position of being reasonable about these decisions while still exercising its duties. The Ontario Condominium Act states that a director must "act honestly and in good faith and with the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances". In this case, the Board of Directors has determined that a reasonable exception to the Condominium's policies concerning underground storage is appropriate in an effort to accommodate the needs of a number of the Condominium's residents.

## **BALCONY PAINT**

We are pleased to inform that the Condominium Corporation is once again making paint available to any resident who wishes to paint the interior wall and ceiling surfaces of their balcony.

**We remind everyone that it is not permitted to paint the floor of your balcony under any circumstances. We also ask that residents do not paint the outside of the balcony or the railing. All touch ups are to only be done to the interior.** We require that residents take the necessary care and concern to protect the floor when painting.

The Board of Directors has selected Silver Trophy by Glidden as the balcony colour. There are no alternatives or exceptions. Please read the following information and guidelines concerning the application of the paint.

1. Residents must protect the balcony floor, railings, and all personal property.
2. The Condominium Corporation will not be responsible for damage to DCC #19 or personal property.
3. Residents must supply their own rollers, trays, and brushes.
4. Proper steps to prepare the surface area must be taken (see reverse).
5. Unused paint must be promptly returned to the management office.

We thank you for taking the time to assist in this matter. It is the hope of the Board of Directors that all balcony areas will be painted over a period time giving the building a uniform and attractive appearance.

## **Balcony Painting Instructions**

Please consult with a representative from management if you are unsure concerning these directions.

**\*Do not paint over the “floor membrane” section of the balcony.**

**\*\*Do not paint over the “upturn” section of the membrane at the base of the balcony wall.**

**\*\*\*Do not paint the front edge of the balcony ceiling. (The membrane from the balcony above extends over and around the “drip edge” of your balcony ceiling.**

### **Concrete Surface Preparation for Balcony Paint Application**

1. Remove all surface mounted items (i.e. hooks, hangers, etc.)
2. Remove all loose, flaking, deteriorated or otherwise unsound paint.
3. Clean and scrub all surfaces.
4. Allow surface to dry thoroughly. The area should remain dry for a period of 24 hours.
5. Use a dry cloth to clean all dust from surfaces.
6. Protect all areas of membrane surface with a drop cloth (old sheets, plastic).
7. Protect perimeter of the membrane using painters tape (green masking tape).
8. Apply exterior latex primer to all surfaces using a roller and/or brush.
9. Apply exterior latex paint to all surfaces using a roller and/or brush.
10. Air temperatures during application and drying of paint shall not be less than 10 degrees Celsius.

## EMERGENCY FIRE EVACUATION PROCEDURES

### UPON DISCOVERY OF FIRE, BUILDING OCCUPANTS WILL:

1. Leave the fire area immediately, take suite key.
2. Close all doors in your path of exit.
3. Activate the fire alarm system by use of a manual pull station.
4. Warn persons nearby.
5. Use exit stairwells to leave the building, if it is safe to do so.
6. Do not use elevator(s).
7. When in a safe location, telephone the Fire Department at **911**. Never assume that this has been done.
8. Give the correct address, location of the fire and your name.
9. Do not return until it is declared safe to do so by a fire official.

### IF YOU HEAR A FIRE ALARM SIGNAL:

1. Remain calm.
2. Before opening any door, feel the door and doorknob, if warm, do not open, remain in your condo.
3. If it is safe to evacuate, close the door behind you and proceed to the nearest exit stairwell.
4. Do not use elevator(s).
5. If you encounter smoke in the stairwell use alternate exit or if all stairwells are affected, it may be safer to stay in your condo.
6. Leave the building using exit stairwell.
7. Do not return until it is declared safe to do so by a fire official.

### IF YOU CANNOT LEAVE YOUR CONDO OR HAVE RETURNED TO IT BECAUSE OF FIRE OR HEAVY SMOKE, REMAIN IN YOUR CONDO AND:

1. Close the door and all windows.
2. Dial **911** and tell the Fire Department where you are.
3. Seal all cracks where smoke can get in. A roll of wide masking tape/duct tape may be useful for covering cracks.
4. Keep low to the floor if smoke enters the condo.
5. Wait to be rescued. Remain calm. Do not panic or jump.
6. Listen for instructions or information given by authorized personnel.
7. Await the arrival of firefighters to your door.
8. Unlock the door for entry by firefighters.
9. Do as instructed by firefighters.
10. Do not return until it is declared safe to do so by a fire official.

**Remember:**

A fire establishes itself within the first few minutes. To save your life, you must know what to do.

It is extremely important to recognize the early visible signs of fire and to have rehearsed the evacuation of your building. Early detection could give you the extra time, which could save your life. Remember, your initial reaction and the time involved may determine your safety.

**EMERGENCY FIRE EVACUATION PROCEDURES CONTINUED**

- **At the first sign of smoke call 911.** Do not assume that someone else called.
- Write down your building address next to your telephone.
- Fast reporting of a fire can make the difference in the number of people who are rescued.
- Alert friends and neighbours by activating the fire alarm.
- It is crucial to know the location of all emergency equipment and exits.
- Plan an evacuation route in advance. It is crucial to know the direction in which to exit and the quickest avenue to safety.
- \*Be sure you know the location of fire and safety equipment and how to operate the equipment.
- While walking through your escape route stay along the side the wall on which the exit is located.
- Count the number of doorways between your unit and the exits.
- If you are on the wrong side of the hallway, you may crawl past the exit. It is easy to get disoriented in a smoky atmosphere.
- Knowing where to go and the location of all safety equipment will help you to remain calm in the event of a fire.
- Panic is your imagination running wild. It is contagious and spreads quickly. Panic is almost irreversible once it sets in and could make you do something which will harm you. Rarely are people in a state of panic able to save themselves.
- Smoke is the first sign of fire. Do not become alarmed at the first sign of smoke. Since smoke is warmer than air, it will rise, accumulate at the ceiling and then make its way down towards the floor.
- As the smoke rises, breathable air will be nearer to the floor. Get on your hands and knees and stay there as you exit.
- Smoke also irritates the eyes. So avoid standing as much as possible. Stay close to the floor.

- **Do not take the elevator.** Most people know only one way out of the building, the way they come in. Most elevators are programmed by heat sensors and using an elevator to escape could take you directly toward the fire area. Elevators are not considered an exit.
- **Remember to keep your head low** and take the stairs. The majority of fire deaths are caused by smoke inhalation rather than by the fire itself.



**DURHAM CONDOMINIUM CORPORATION NO. 19**  
**RULES AND REGULATIONS**

The following rules and regulations shall be observed by the owners and the term "OWNERS" shall include the owner or any other person occupying the unit with the owner's approval;

1; The water closets and other water apparatus shall not be used for purposes other than those for which they are constructed and no sweepings, garbage, rubbish, rags, ashes or other substances shall be thrown therein. Any damage resulting to them from misuse or from unusual or unreasonable use shall be borne by the owner who, or whose family, guests, visitors, servants, clerks or agents shall cause.

2; No sign, advertisement or notice other than the usual signs offering a unit for sale or rent with dimensions not exceeding two feet by three feet shall be inscribed, painted, affixed or placed on any part of the inside or outside of the buildings or common elements whatsoever without the prior written consent of the Board.

3; No owner shall do, or permit anything to be done in his or her unit or bring or keep anything therein which will in any way increase the risk of fire or rate of fire insurance on any building, or on property kept therein, or obstruct or interfere with the rights of other owners, or in any way injure or annoy them, or conflict with the laws relating to fire or with the regulations of the Fire Department or with any insurance policy carried by the Corporation or any owner or conflict with any of the rules and ordinances of the Board of Health or any statute or municipal by-law.

**DURHAM CONDOMINIUM CORPORATION NO. 19**  
**RULES AND REGULATIONS**

4; Nothing shall be placed on the outside of windowsills or projections. No awning or shade shall be created over the outside windows or balconies without the prior written consent of the Board. No fence or other permanent enclosure shall be erected or placed upon any portion of the property prior to receiving written consent from the Board of Directors.

5; The owner shall not place, leave or permit to be placed or left in or upon the common elements, including those of which he has the exclusive use, any debris, refuse or garbage. All debris, refuse or garbage shall be transported by the owner to such garbage repository or repositories as may be from time to time designated by the Board or the manager for such purpose. All debris, refuse or garbage shall be contained in a properly tied polyethylene or plastic garbage bags not exceeding twenty-five (25) pounds per bag in weight. Where such debris, refuse or garbage consists of packing cartons or crates, the owner shall arrange with the manager for disposal thereof and such packing cartons or crates shall not, in any event, be left outside the unit.

6; Owners, their families, guests, visitors, and servants shall not create or permit the creation of or continuation of any noise or nuisance which, in the opinion of the Board or the manager, may or does disturb the comfort or quiet enjoyment of the property by other owners, their families, guests, visitors, servants and persons having business with them.

**DURHAM CONDOMINIUM CORPORATION NO. 19**  
**RULES AND REGULATIONS**

7; Nothing shall be thrown out of the windows or doors of the building.

8; Pets Rules (Dec 2011)-see page 11

8.1; No animal, livestock or fowl of any kind shall be kept on the common elements including the exclusive common elements. No animal, livestock or fowl of any kind (other than a pet, being one (1) dog or one (1) cat or caged birds except for pigeons) shall be kept in any unit. Any pet that is deemed by the Board or manager, in its absolute discretion to be a nuisance, shall be within two (2) weeks of receipt of a written notice from the Board or the manager requesting the removal of such pet, permanently removed from the property.

9; Owners shall not overload existing electrical circuits.

10; No auction sale shall be held on the property.

11; No stores of coal or any combustible or offensive goods, provisions or materials shall be kept on the property.

12; No noise caused by any instrument or another device, or otherwise, which in the opinion of the Board may be calculated to disturb the comfort of the owners, shall be permitted.

13; The sidewalks, entry passageways, walkways and driveways used in common by the owners shall not be obstructed by any of the owners or used by them for any purpose other than for ingress and egress and from their respective units.

14; No mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any window, door or those parts of the common elements over which the owner has exclusive use. No hanging or drying of the clothes is allowed on any part of the common elements including those parts of the common elements over which the owner has exclusive use.

**DURHAM CONDOMINIUM CORPORATION NO. 19**  
**RULES AND REGULATIONS**

15; No motor vehicle, camper van, trailer, boat, snowmobile, mechanical toboggan, machinery or equipment of any kind other than a private passenger automobile or station wagon shall be parked in any of the common elements including the designated parking spaces or those portions of the common elements of which any owner has the exclusive use. Nor shall any repairs and/or painting be done to any motor vehicle of any kind on any part of the common elements and no motor vehicle of any kind shall be driven on any part of the common elements other than on the driveway or parking space.

16; No television antenna, aerial, tower or similar structure and appurtenances thereto shall be erected on or fastened to any unit or on any portion of the common elements, except in connection with a common television cable system.

17; No one shall harm, mutilate, destroy, alter or litter any of the landscaping work on the property, including grass, trees, shrubs, hedges. Flowers or flower beds, on the common elements or the common elements, including hallways, lobbies, drainpipes, wiring, and ventilation equipment.

18; No building or structure or tent shall be erected and no trailer, either with or without living, sleeping or eating accommodations, shall be placed, located, kept or maintained on the common elements.

19; Any loss, cost or damage incurred by the Corporation by reason of a breach of any rules and regulations in force from time to time by any owner, family, guests, servants, agents or occupants of his or her unit shall be borne by such owner and may be recovered by the Corporation against such owner in the same manner as common expenses.

**DURHAM CONDOMINIUM CORPORATION NO. 19**  
**RULES AND REGULATIONS**

20; No owner shall keep or permit to be kept in any unit or on the common elements any device, thing or mechanical equipment that may cause damage to the unit or to the common elements or to any other unit, such as a waterbed, a dishwasher or a clothes washer.

21; In addition to any legislative restrictions from time to time with respect to the use, growth and production of cannabis in any interior common areas or any units:

- a) The smoking of cannabis is prohibited in any form, method or manner, including without limitations; cannabis cigarettes, pipes, cigars and/or vaping. No one shall smoke cannabis anywhere on the condominium property, including without limitations all units, common areas, hallways, stairways, elevators, balconies and terraces. The term “smoke/ing” for the purposes of this Rule shall include but is not limited to, the inhaling, exhaling, burning or carrying of ignited cannabis or substance that contains cannabis and the inhaling or exhaling of vapour containing cannabis.
- b) No one shall cultivate, produce, process or test on cannabis or substances that contain cannabis in the units or on the common elements, including the exclusive use common elements.
- c) Any owner who enters a lease with a new tenant of a unit after the effective date of this rule must include a provision in the lease requiring any tenant and/or other authorized occupants of the unit to comply with this rule. Further, the unit owner shall be responsible for taking any steps necessary to ensure that his/her tenant complies with this rule, at the unit owner’s expense.
- d) This Rule is subject to the rule of nuisance and if deemed such by the Board of Directors, must comply with eliminating the odor permeating to other units with the installation of an approved ventilation fan and/or air purifier at the cost of the unit owner.

**GENERAL BUILDING PROCEDURES/INFORMATION**  
**FOR DCC # 19 RESIDENTS**

**SERVICE ELEVATOR** - Should always be used for moving large items into or out of the building. Call the office to make your arrangements or contact the on-duty Superintendent. The elevator is not to be in service until 9:00am Monday through Friday and is not to **be on service** 4:30pm – 6:00 pm (rush hour) or after 8:00pm. Weekend bookings are available from 8:00am to 4:00pm Saturdays **ONLY**.

**UNIT RENOVATIONS** can only be performed between 9:00am to 5:00 pm Monday through Saturday and 10:00am to 4:00pm on Sunday.

**VISITOR PARKING PERMITS** – All overnight parking in the Visitor’s garage requires a “Visitor’s Permit” which can be obtained online [www.swift-park.com](http://www.swift-park.com) or by calling Swift Park’s 24-hour call-in service at 1-877-943-8727.

**NO BARBECUES** – Reminder that no barbecuing is permitted in this building – refer to Rules 3 and 12.

**NO BEDROOM WINDOW AIR CONDITIONERS** - nothing is to hang from the bedroom window.

**LAUNDRY ROOM** - located in the basement is open daily from 6:00am until 11:00pm, except Wednesdays – open at 1:00pm. Please ensure you put the last load in well before closing time and that your clothes are removed long before 11:00pm.

**EXERCISE ROOM** – located next to the laundry is open daily from 6:00am until 11:00pm, Children under sixteen (16) years of age are not permitted to use the Fitness Centre nor are they permitted to accompany an adult while the adult is using the Fitness Center. Visitors must be accompanied by a resident. (See attached rules)

**MAIL DELIVERY** – Canada Post usually delivers mail daily to your mailbox on the first floor. The office cannot accept any parcels on your behalf.

## **Page7 of 7**

**CANADA POST LOCKER** - Is located in the Elevator Moving Room. Residents can retrieve parcels from the locker, by using a locker key when found in any individual mail box. After parcel is retrieved, the locker key should be returned to the Parcel locker by dropping same into the outgoing mail slot. Outgoing mail can also be dropped off in the parcel locker marked “Outgoing mail”. The mailman clears the outgoing mail box each day.

**GARBAGE FACILITIES** – Household garbage should be bagged and dropped down the garbage chute on your floor. Bins are located at the back of the building for large bulk items, etc. Recycling bins are at the back of the building and contents are clearly marked. Cardboard boxes should be broken down flat, tied, and put into brown cardboard bin at the rear of the building.

**INSURANCE** - Although the Corporation has its own insurance, residents are reminded to ensure that they have adequate coverage for their personal property or any upgrades they have done in their units.

**PEST CONTROL** - should you have any concerns about roaches, etc., please contact the office as soon as possible. We have a regular service company in once a month and the spraying of your unit does not cost anything.

**OWNER INFORMATION SHEET**

The information requested below is to ensure that our records are as accurate as possible. Please assist us by providing the following information. All information on this sheet will be kept confidential. \* **Indicates a required field**

*Durham Condominium Corporation No. 19*

\*Unit Number \_\_\_\_\_

\*Unit Owner(s) \_\_\_\_\_

\*Co-occupant(s) (i.e. family members, spouse, partner, roommate, etc.)

1. _____	4. _____
2. _____	5. _____
3. _____	6. _____

\*Mailing Address if off-site \_\_\_\_\_  
\_\_\_\_\_

\*Telephone: Home # (\_\_\_\_) \_\_\_\_\_ Bus # (\_\_\_\_) \_\_\_\_\_  
Cell# (\_\_\_\_) \_\_\_\_\_

\*Email Address \_\_\_\_\_

**VEHICLE INFORMATION** - vehicle information only for persons residing at the unit

\* Vehicle Make/Model/Colour (1) \_\_\_\_\_  
(2) \_\_\_\_\_  
(3) \_\_\_\_\_

\*License Plate No. (1) \_\_\_\_\_  
(2) \_\_\_\_\_  
(3) \_\_\_\_\_

**Emergency Contact** – Owners and residents may provide contact information to be used in the event of emergency (i.e. flood, fire, etc.)

Emergency Contact \_\_\_\_\_

Telephone: Home # (\_\_\_\_) \_\_\_\_\_ Bus # (\_\_\_\_) \_\_\_\_\_  
Cell# (\_\_\_\_) \_\_\_\_\_



**Pets** – PROTECT YOUR PET IN CASE OF EMERGENCY. PLEASE FILL OUT THE ATTACHED PET REGISTRATION FORM! Please also familiarize yourself with our Pet Rules.

## **TENANT INFORMATION SHEET**

The information requested below is to ensure that our records are as accurate as possible. Please assist us by providing the following information. All information on this sheet will be kept confidential. \* Indicates a required field

### **Durham Condominium Corporation No. 19**

\*Unit Number \_\_\_\_\_

\*TENANT AND CO-OCCUPANTS (i.e. family members, spouse, partner, roommate, etc.)

1. _____	4. _____
2. _____	5. _____
3. _____	6. _____

\*Telephone: Home # (\_\_\_\_) \_\_\_\_\_ Bus # (\_\_\_\_) \_\_\_\_\_  
Cell# (\_\_\_\_) \_\_\_\_\_

\*Email Address \_\_\_\_\_

### **VEHICLE INFORMATION** - vehicle information only for persons residing at the unit

\* Vehicle Make/Model/Colour (1) \_\_\_\_\_  
(2) \_\_\_\_\_  
(3) \_\_\_\_\_

\*License Plate No. (1) \_\_\_\_\_  
(2) \_\_\_\_\_  
(3) \_\_\_\_\_

\*Unit Owner \_\_\_\_\_

\*Contact Information of off-site owner \_\_\_\_\_  
\_\_\_\_\_

Telephone: Home # (\_\_\_\_) \_\_\_\_\_ Bus # (\_\_\_\_) \_\_\_\_\_  
Cell# (\_\_\_\_) \_\_\_\_\_

**Emergency Contact** – Tenants may provide contact information to be used in the event of emergency (i.e. flood, fire, etc.)

Emergency Contact \_\_\_\_\_

Telephone: Home # (\_\_\_\_) \_\_\_\_\_ Bus # (\_\_\_\_) \_\_\_\_\_  
Cell# (\_\_\_\_) \_\_\_\_\_

**Pets** – PROTECT YOUR PET IN CASE OF EMERGENCY. PLEASE FILL OUT THE ATTACHED PET REGISTRATION FORM! Please also familiarize yourself with our Pet Rules.

# **PET REGISTRATION FORM**

## ***Durham Condominium Corporation No. 19***

The information requested below is to ensure that our records are as accurate as possible. Please assist us by providing the following information. All information on this sheet will be kept confidential. \* **Indicates a required field.**

\***Unit Number** \_\_\_\_\_

\***Pet Owner(s)** \_\_\_\_\_

\***Telephone:** Home # (\_\_\_\_) \_\_\_\_\_ Bus # (\_\_\_\_) \_\_\_\_\_  
Cell# (\_\_\_\_) \_\_\_\_\_

\***Email Address**  
\_\_\_\_\_

### **\* PET INFORMATION**

List the pet name, type, species, breed, colour, etc. as may be applicable.

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

- Pets must conform to size and weight rule of maximum 20 lbs. or 9 kg.
- Dogs on walks must enter and exit only via the rear door of the building.
- Cat litter may not be disposed of in toilets. No pet waste may be dropped down trash chutes unless securely double-bagged.
- Pets must not be left unattended on patios or balconies.
- Pets in transit are to be carried, placed in an animal carrier or on a leash at all times.
- Persons who walk pets are responsible for immediately cleaning up after their animals.
- Owners are responsible for any damage caused by their pets. Any damage caused by cleaning chemicals or other such materials used in an attempt to remedy said damage is also the full responsibility of the pet owner. Clean-up charges will apply.

**EMERGENCY CONTACT** – Owners and residents must provide contact information to be used in the event of emergency (i.e. flood, fire, etc.)

Emergency Contact \_\_\_\_\_

\***Telephone:** Home # (\_\_\_\_) \_\_\_\_\_ Bus # (\_\_\_\_) \_\_\_\_\_  
Cell# (\_\_\_\_) \_\_\_\_\_

# DURHAM CONDOMINIUM CORPORATION NO. 19

## LOCKER SPACE LEASE AGREEMENT FORM

DATE \_\_\_\_\_

SUITE NO. \_\_\_\_\_

(CHECK ONE) RESIDENT OWNER \_\_\_\_\_ TENANT \_\_\_\_\_

N A M E

A D D R E S S

T E L E P H O N E

E M A I L

S I G N A T U R E

Usage fee: \$ \_\_\_\_\_ month  
 PAYABLE TO DCC #19

Deposit fee: \$ \_\_\_\_\_

Returned upon termination of agreement provided all terms of agreement are satisfied at the discretion of DCC #19.

Paid by Cheque: \_\_\_\_\_ Other \_\_\_\_\_

Date received: \_\_\_\_\_ Received by: \_\_\_\_\_

(Payment notes (i.e. paid monthly, lumps sum))

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

### LEASE EFFECTIVE DATE

Commencement Date: \_\_\_\_\_

(Lease terms are monthly. All agreements commence and terminate on the calendar month beginning and end. All monthly payments are due on the first month to which they apply.)



# LOCKER SPACE LEASE AGREEMENT FORM - CONTINUED

## DISCLAIMER

\_\_\_\_\_ understand that I will be held responsible for any damages that occur during my rental period and that any disregard of the rental rules may result in the forfeit of the security deposit.

By signing this application, you agree that neither DCC #19, the Board of Directors or Management will be held responsible for any loss, damage, nor injury arising out of the use of the locker facility - however, caused.

You further agree to be financially responsible for all damages to this room and/or equipment during that time, even when such damages exceed the amount of the Security Deposit.

The Locker Room key is the responsibility of the applicant. Failure to return or loss of this key will result in the forfeit of the deposit.

I have read the attached Locker Space Terms of Agreement and acknowledge that I hereby agree to abide by all specified terms and conditions listed therein.

Owner \_\_\_\_\_ Tenant (if applicable) \_\_\_\_\_

## LOCKER SPACE INSPECTION

Applicants Signature \_\_\_\_\_ Before Date \_\_\_\_\_

Applicants Signature \_\_\_\_\_ After Date \_\_\_\_\_

Deposit returned: DCC #19 \_\_\_\_\_ Date \_\_\_\_\_

I HEREBY ACKNOWLEDGE THE RETURN OF THE SECURITY DEPOSIT.

Signature \_\_\_\_\_

IT IS THE RESPONSIBILITY OF THE APPLICANT TO READ THIS DOCUMENT CAREFULLY  
PRIOR TO SIGNING.



**DURHAM CONDOMINIUM CORPORATION NO. 19**  
**BIKE RACK RELEASE AND WAIVER**

**DO NOT USE THE BICYCLE RACKS UNLESS AND UNTIL YOU HAVE AGREED TO THE FOLLOWING RELEASE & WAIVER AND RETURNED A SIGNED COPY TO THE MANAGEMENT OFFICE.**

1. The Bicycle Storage Rack, located in the Visitor's parking of the underground, means the space; all conditions and each piece of equipment located therein. I understand that neither D.C.C. No. 19, its employees, nor its managing agent will provide supervision of the Bicycle Rack or protection of the bicycles stored therein.

2. I agree that use of the Bicycle Rack is limited to only residents of D.C.C. No. 19.

3. I agree to assume all risk and to be responsible for any personal injury and damage that may occur to my person or bicycle or the person or bicycles of others by reason of my use of the Bicycle Rack. I further agree that I will not make any claim against the Corporation for any injury or damage resulting from my use of the Bicycle Rack or any loss, theft or damage of any article of property. I acknowledge and agree that the Corporation is not responsible for and is hereby released, discharged and I agree to hold harmless the Corporation from all claims, losses, damages, liabilities, demands or expenses (including legal fees and costs) of any kind incurred by me arising out of my use of the Bicycle Storage Rack.

4. I will ensure that I, and anyone I admit, will abide by the Bicycle Rack Rules (any amendments thereof).

BY USING THE BICYCLE STORAGE RACK YOU AGREE TO THE TERMS OF THIS RELEASE AND WAIVER, AND THE BICYCLE RACK RULES, WHETHER OR NOT YOU HAVE SIGNED A COPY OF EITHER DOCUMENT. IF THERE IS ANYTHING IN EITHER DOCUMENT THAT YOU DO NOT ACCEPT, YOU MAY NOT USE THE BICYCLE STORAGE RACK.

**Durham Condominium Corporation No. 19**

AGREED TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ Unit # \_\_\_\_\_

\_\_\_\_\_  
Signature of Resident Signature of Resident

\_\_\_\_\_  
Print Name Print Name

Bike Rack Number: \_\_\_\_\_