

Balcony Blinds

The Board of Directors has passed a motion on the criteria for blinds that owners are permitted to install on their balconies.

Balconies are “exclusive use” areas (exclusive to the individual unit) but are part of the common elements of the building. That is, unit owners do not own their balcony area but they do have exclusive use of it.

The criteria or specifications are:

- It must be a roller blind (rolling up and down)
- It must be a colour similar to the balcony frame, that is, a light brown or beige
- It must be specifically manufactured for outdoor use (similar, for example, to Coolaroo Blinds)
- The owner takes sole responsibility for damages to any exclusive use area that may be caused by any approved blind installation

The reason for setting these criteria is to retain, as much as possible, a uniform look for the building.

For those who already have blinds installed, board approval may be requested to keep them and be excluded from this new direction depending upon style, age, condition, etc. If approval is granted, it may be contingent on removal of the non-conforming blinds upon the sale of the unit.

Blind or Awning Specifications for 40 Homewood

Conditions:

- the balcony is an exclusive use common element and the installation of an awning or blind requires written permission from the board as per Section 98 of the Condominium Act of Ontario
- the written request must include a sketch and all pertinent information including, but not limited to, colors, dimensions, construction materials and manufacturer’s specifications regarding installation
- owners must ensure that the awning or blind is professional installed by an insured company and the name of the insured company or individual must be included in the written request

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- if written approval is granted, then an agreement between the owner and the board must be signed
- this agreement will specify that the cost to insure, maintain and repair the awning or blind is the individual owner's responsibility
- the unit owner must pay the cost of the preparation and registration of the agreement
- once the agreement is registered against title of the owner's unit, this agreement will be a binding contract on future buyers of the unit.

Blind or awning must:

- not detract from the uniform external appearance of the building
- the only colour permitted is off-white/stone to blend in with balcony exterior colour
- retractable and operate on either a gear/hand crank or electric motor
- the installation and material must safeguard against falls, tears, and damage due to weather
- all materials must be fire retardant (included this due to concerns about lite cigarette butts)
- comply with the Building Code and other applicable legislation
- material may be canvas, mesh, or comparable material
- not create noise (for example, rattling in the wind) that will disturb neighbours
- the material cannot intrude onto neighbouring balconies
- be retracted in the evening and any other time when not serving their intended function of blocking out the sun
- not be used as a permanent enclosure or to hide inappropriate balcony use such as storing excess items
- under any circumstances related to the use or removal of the awning or blind, the unit owner will be responsible for any damage to the structure, to the exterior of the unit, or to the adjoining common elements and will be required to restore the structure, the exterior of the unit, and/or the adjoining common elements to their original condition
- if not in good working order or it has been allowed to degrade or to become unsightly, broken, faded, torn, or tattered it must be replaced within thirty (30) days after a written request from the Board or the Board will request the unit owner to remove the awning or blind.