

RULES AND REGULATIONS – 500 CONDOS AND LOFTS

The following rules shall be observed and followed by the **owner(s), tenant(s), visitor(s) and guest(s), or any other resident who occupies the unit.** The terms “ owner “, “ tenant “, “ resident “ and “ occupant “ or the plurals thereof, shall be construed in the singular or plural as the context may require, and each term shall be deemed to include all persons in the occupancy of any unit, together with such owner, tenant, resident or occupant, and shall further include the guests or visitors .

The following rules are made pursuant to the Condominium Act, S.O. 1998, and shall be observed and followed by all owners and any other person(s) occupying the unit with the owner’s approval, including, without limitation, members of the owner’s family, tenants, guests and invitees.

Any losses, costs or damages incurred by the Corporation by reason of a breach of any rules in force, by an owner, or his/her family, guests, servants, agents or occupants of his unit, shall be paid by such owner and may be recovered by the Condominium Corporation against such owner in the same manner as Common Expenses.

GENERAL

The use of common elements and units shall be subject to the rules which the Board may make to promote the safety, security or welfare of the owners and of the property, or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and of other units.

Rules are deemed necessary, may be altered from time to time by the Corporation, and shall be binding on all unit owners, occupants, their families, guests, visitors, servants or agents.

Any losses, costs or damages incurred by the Corporation by reason of breach of any rules in force by any owner, occupants, their families, guests, visitors, servants or agents shall be the responsibility of such owner and may be recovered by the Corporation against such owner in the same manner as common expenses.

QUIET ENJOYMENT

Owners, their families, guests, visitors, servants and agents shall not create nor permit the creation of any noise or nuisance which in the opinion of the Board or Manager, may or does disturb the comfort or quiet enjoyment of the Units or Common Elements, by the owners, their families, guests, visitors, servants and persons having business with them.

If the Board determines that any noise is being transmitted to another Unit and that such noise is an annoyance, nuisance or disruptive, then the Owner of such Unit shall at his expense take such steps necessary to abate such noise to the satisfaction of the Board. If the owner of such Unit fails to abate the noise, the Board shall take such steps as necessary to abate the noise and the Owner shall be liable to the Corporation for all expenses incurred in abating the noise, including reasonable solicitor’s fees.

Any repairs or decorating to the units shall be made only during reasonable hours. Firecrackers are not permitted in any unit or on the common elements.

SECURITY & SAFETY

Residents are to immediately report any suspicious person(s) seen on the property to the Manager or to the Concierge Desk.

No duplication of keys shall be permitted except with the authorization of the Board, and the names of persons authorized to have keys shall be furnished to the Board at all times.

Resident Owners **ONLY** are permitted to order additional unit keys, or key devices. Any additional unit keys or key devices that are authorized by Management for purchase by the owner must be picked up in the Management Office during office hours.

All visitors or guests must be accompanied by an owner when using the facilities. If you fail to do so, your visitor(s) or guest(s) will be asked to vacate immediately.

Building access doors shall not be left unlocked or wedged open.

Service elevator availability shall be allocated by the Management in accordance with the elevators and moving rules. Loading facilities shall only be used with prior permission and scheduled by the Management.

Additional locks or alternative locks are not permitted to be installed or replaced on any unit door. All door locks and keys must be compatible with the lock systems on the property.

Owners shall supply to the Management all resident(s) or tenant(s) names, phone numbers and vehicle information to the Management.

Any resident(s) who require **“Emergency Assistance”** must complete the Emergency Assistance Form and submit it to the Management Office.

Water shall not be left running unless in actual use

Nothing shall be thrown out of the windows or the doors of the units.

Residents are not permitted to store any personal items in the common areas, elevators or stairwells.

Smoke detectors within your unit should be tested for proper operation on a regular basis and repaired or replaced immediately if faulty.

Know your neighbours and make an effort to maintain the safety of all residents.

SUITES

The toilets, sinks, showers, bath tubs and other parts of the plumbing system shall be used only for the purposes of which they were constructed. No garbage, rubbish, rags, ashes or any other substances shall be thrown therein. The cost of repairing damage resulting from misuse shall be the responsibility of the owner, their families, tenant, guests, visitor, servant or agent who caused it.

Ensure that no water is left on the bathroom floor after or during showering. This may cause a leak to the unit below. If a leak does occur to the unit below, the owner is responsible for all costs incurred to repair all damages.

No Owner or occupant shall make any major plumbing, electrical or any alteration including upgrades (including hardwood flooring) in the unit without prior consent of the Board and Management.

No Owner shall overload existing electrical circuits in the unit and shall not alter the amperage of the existing circuit breakers.

No Owner shall permit an infestation of pests, insects or rodents to exist any time in the unit. Each Owner shall immediately report to the Management all incidents of pests. The Owner is responsible for all costs incurred for any service treatment required for the unit and shall fully co-operate with the Management to provide access to the Unit to complete the treatment.

Units shall be used only for the purposes as provided in the Corporation's Declaration and as hereinafter provided. No immoral, improper, offensive or unlawful use shall be made of any unit. All municipal and other zoning ordinances, laws, rules and regulation of all government regulatory agencies shall be strictly observed.

Unit Owners are not permitted to attach any **satellite dishes**, antenna or cable wiring to the building. No awning, foil paper or shades shall be placed over or outside of the windows, patios, balconies or terraces.

No outside painting or any other alteration shall be done to the exterior of the units, railings, doors, windows, balconies or any other part of the common elements.

No holiday decorating is permitted on the unit doors or balconies. Installation of doorbells and additional door knockers are also not permitted.

BALCONIES, PATIOS, TERRACES

These areas shall **not** be used for cooking and barbecuing.

No hanging or drying of clothes is allowed on any balcony, patio or terrace.

These areas shall not be used for the storage of any personal items, goods or materials.

Only seasonal furniture is allowed on the balconies, patios and terrace areas. All such items shall be safely secured in order to prevent such items from being blown off the balcony by high winds.

No owner, occupant or tenant shall do or permit anything to be done on a balcony, patio or terrace area which does or may unreasonably disturb, annoy or interfere with the comfort and/or quiet enjoyment of the units and/or common elements.

No awnings or shades shall be placed over the outside of these areas.

No holiday lights or any other decoration is permitted to be placed on the balcony, patio or terrace areas.

No garbage or any other item(s) are to be thrown off the balconies, patios or terrace areas.

No tossing of cigarette butts. Please dispose of cigarettes in a closed container.

Residents are not to allow their pets to access to the balcony, patios or terrace areas to urinate or defecate.

GARBAGE DISPOSAL & RECYCLING

All residents will have the use of a garbage/recycling room situated on level 1 and comprising part of the Common Elements. The garbage/recycling room shall be equipped with an automated recycling and waste automated chute sorting system (**tri-sorter**), and intended to be used solely for the purposes of temporarily storing, sorting and recycling the garbage refuse emanating from the Units and the Common Element areas of the building.

All residents will have the convenience of garbage, recycling and organics disposal using the existing chute on their floor. This eliminates the burden of carrying materials to a recycling depot. This system will reduce the wear and tear of the Common Elements by having all materials collected in your existing garbage chute. This system also promotes an environmentally friendly and sanitary community.

In order to maintain a safe, clean environment, it is important that all residents follow these procedures regarding garbage disposal and recycling:

Loose garbage is not to be deposited in the garbage chute. In order to prevent mess, odours and disintegration, all garbage must be properly tied and bagged during its fall down the garbage chute.

All boxes must be taken to the recycling room, broken down and deposited in the designated recycling area. Do not leave abandoned boxes on the recycling room floor.

No garbage is to be left on the floor of the disposal room floor.

No burning cigarettes, cigars, ashes or other fire hazards shall be thrown down the chute.

No garbage shall be placed in the garbage chute between the hours of **10:00pm and 8:00am.**

Thoroughly drain all garbage or glass items before disposing.

Do not force large bundles down the chutes. Pizza boxes etc.

Do not throw loose clothing down the garbage chutes.

Please contact the Management immediately in the event that unpleasant odour is coming from the trash.

Please contact Management immediately in the event that there is broken glass or if anything has spilled on the trash room floor.

Please ensure that your garbage is pushed all the way inside the chute and that the door is closed upon leaving.

Residents are to contact Management if large items such as couches, sofa beds, bookcases etc. need to be disposed of. Management will arrange for the pick up and disposal of any such items at the resident’s expense.

Do not leave garbage outside your suite door, in the underground garage or stairwells.

TENANTS

Any Owner who rents their unit must notify the Management Office and complete a full Tenant Registration Information Form. This information form must list all Tenant(s) name(s), phone numbers(s) and vehicle information. The tenant or owner is responsible to provide a copy of the Lease Agreement and a signed Tenants Undertaking and Acknowledgement Form (Schedule 2) to the Management Office.

In order for the owner to receive all official documents pertaining to the unit and the building, the Owner shall provide a new address and phone number to the Management Office.

Any owner renting will not be relieved from his/her obligations with respect to the unit. All owners are responsible for any damages or additional repairs to the unit or any damages caused to the common elements caused by the tenant. Maintenance fees will only be accepted by the owner.

Any owner who rents waives the right to use the common facilities.

No owner shall allow the tenant to sublet his unit to another tenant.

The Management will not authorize any tenant to purchase suite keys or any additional key devices without the Owner’s consent in writing.

KEY FOBS & REMOTE CONROLS (Key Devices)

Key Fobs and Remote Controls have a one year warranty. Your warranty will take effect the day of your interim closing (when you pick up your suite keys). After the warranty expires, if any device is defective and needs replacement, a replacement charge (non refundable) will apply.

<u>Key Fobs</u> – allow you to access the building and will open all entrance doors throughout the building.
<u>Remote Controls</u> – allow you access to the underground garage and will open all entrance doors throughout the building.

1. If you have two parking spaces, you will receive two Remotes **ONLY**
2. If you have one parking space, you will receive one Key Fob and one Remote Control **ONLY**.

If the owner would like to register another resident to the unit and would like an additional key fob for their use, the owner **MUST** register this individual and provide “proof of residency” to the Management for approval purposes. Failure to do so will result in the purchase of the key fob being denied.

HARDWOOD FLOORING

All Hardwood Flooring and Laminate Flooring will absorb excess moisture under humid conditions and release their normal moisture contents under excessive conditions. Therefore, they **expand** in the humid summer weather and **shrink** in the winter under dry conditions.

When the heating system or the furnace is turned on – During this period in late fall, winter and early spring, many condos tend to have very dry air, this would cause the hardwood floors/laminate flooring to shrink which then will result in cracks, gaps, warping, squeaking and in severe cases delaminating and separation of the top wood veneer from the plywood structure.

To prevent such problems, the humidity level must be maintained between 35 % and 40 %. Therefore, we strongly recommend using an adequate size portable humidifier to achieve the humidity's level required.

These damages will not be covered by the Manufacture or the Developer/Builder and it is the absolute sole responsibilities of the unit owner to ensure adequate and proper care of their hardwood flooring investment.

A humidifier system not only protects your hardwood floors but also reduce health problems such as colds, sore throats, sinus and dry nose etc. It will also assist in reducing cracks in door casings, crown moulding, baseboards, trims, wood furniture, cabinetry etc.

All owners **MUST** obtain approval from the Management Office prior to the purchase and installation of hardwood/laminate flooring.

PARKING

For the purpose of these rules, “motor vehicle” means a private passenger automobile, station wagon, compact van, or motorcycle as customarily understood. No motor vehicle parked upon any common elements shall exceed a height of **2 meters**.

No vehicles, equipment or machinery, other than motor vehicles shall be parked or left on any part of the Common Elements and without limiting the generality of the foregoing, no parking areas shall be used for storage purposes.

Parking is prohibited in fire zones, traffic lanes, delivery and garbage areas and roadways.

Residents are **not allowed** to park in the Visitor parking area at any time.

All vehicles **MUST** have a parking sticker displayed visibly in the front windshield. All vehicles **MUST** be registered with the Corporation and **MUST** Park in their designated parking spot at all times.

All owners should check their vehicles periodically to ensure the vehicle is not leaking oil or gas. This may dirty or damage the garage floor or paved surfaces. If a vehicle is found leaking oil or gas, the owner is

responsible for the cleaning of the area and must have their vehicle repaired. **Failure to do so, will result in the Corporation cleaning your parking space and the charges will be at the owner's expense.**

No servicing or repairs shall be made to any motor vehicle on the Common Elements. No motor vehicle shall be driven on any part of the Common Element other than on a driveway or parking space. Any vehicle deemed to be abandoned, unsightly or unlicensed shall be removed by the owner or by the Board at the owner's expense.

Any **changes** of license plates or vehicles are to be registered with the Management Office. Failure to do so may result in the receipt of a parking infraction or the vehicle being towed off the property.

Owners are not to exceed the speed limit of **10 km/h** posted throughout the underground garage and urged to drive slowly over the speed bumps.

If you find someone parked in your space, check with the concierge and request a "warning violation" to be issued and placed on the vehicle.

Guests shall **ONLY** park in areas designated as visitor parking. All vehicles parked in the visitor parking area **MUST** have an official parking permit authorized and issued by the concierge or the Management. Owners are responsible for obtaining a permit on behalf of their guest/visitor, in advance. A permit shall not be issued for a period in excess of three (3) consecutive overnight parking and no more than five (5) day in one month. The permit must be visibly displayed on the left front dashboard.

Motorcycles shall be licensed and equipped with the most recent noise control devices and operated on the roadways and in a manner so as not to disturb the other owners.

Visitor handicapped parking may only be used by a disabled or handicapped visitor to the Condominium, provided that a valid disabled parking permit is appropriately displayed or visible in the vehicle.

Residents are requested to be courteous to other moving vehicles and pedestrians. All residents are to provide the right of way and observe and follow all traffic signs throughout the underground garage.

Vehicle headlights should be on at all times when driving in the garage.

No person shall park or use a motor vehicle in contravention of these Rules, otherwise such person shall be liable to be fined or to have the vehicle towed from the property, in which event neither the Corporation nor its agents shall be liable whatsoever for any damage, costs or expenses whosoever caused to such motor vehicle or to the owner thereof.

GARAGE DOOR

Residents will be responsible for any damage to their vehicle, as well as the cost of the garage door repair / replacement. In order to avoid garage door collisions, only one vehicle should enter at a time. **Do not attempt to follow another vehicle into the garage while the door is open.** Please activate your remote even if the garage door is open.

LOCKER STORAGE

Each locker storage unit shall be used and occupied for storage purposes, and shall not constitute a nuisance or danger to the other owners, nor to any of the other units or common elements, nor result in the violation or contravention of any applicable zoning or building by-laws and/or any fire, health or safety regulation(s) of the Government Authorities.

Residents are advised not to store items of great value in lockers. The lock provided upon closing is for **“temporary” use** only. Please supply and install your own lock. All items must be stored inside your locker to comply with fire regulations. Items stored on top or outside the locker will be removed.

Please turn off all lights when leaving the locker room, as we all share in the energy costs for lighting this space.

BICYCLE STORAGE

Bicycle racks for Residents are located on the P1 level. You must register your bicycle with the Management Office. In the event that you do not have a locker to store your bicycle, you can rent or purchase a locker from the Management Office. To rent or purchase a locker, please contact the Management Office between the hours of 9:00am to 5:00pm Monday to Friday. There are no bicycles allowed in your units or in the elevators. Residents are fully responsible for their own bicycle and lock. Management will assume no responsibility for any damages or losses to any bicycles stored on the P1 level. All bicycles must be registered with the Management Office. The Scooterville Project has been put into place and all bicycles and scooters must be registered with the management office every July. The registration cost for bicycles is \$25.00 dollars and \$50.00 for a scooter.

PETS

No reptiles, rodents, livestock or fowl of any kind shall be permitted within any unit or common element area. Residents are permitted two (2) pets per dwelling unit, with the term “pet “ being defined restrictively to include only:

A canary, budgie or any other small bird that is kept in a cage at all times

A hamster, gerbil, guinea pig, mouse or a rabbit that is kept in a cage at all times

One or more turtles that are kept in an enclosed container at all times

An aquarium of goldfish and/or tropical fish

A dog or cat (excluding Pitbulls, Dobermans, Mastiffs, Rottweilers and any other breed of dog that are customarily bred or trained as “guard dogs” or “attack dogs”). The dog must be small enough in size that the owner can carry the dog throughout all portions of the common elements.

No such pet that is deemed to be a nuisance by the Board or the Management shall be kept by any owner in any unit or in any part of the Common Elements. Each pet owner must ensure that any defecation by such pet **MUST** be cleaned up immediately by the pet owner, so that the Common Elements are neat and clean at all times. Should a pet owner fail to clean up after this pet as aforesaid, the pet shall be deemed a nuisance and the owner of said pet shall comply, within two (2) weeks of receipt of written notice from the Board or Management, effect the removal of such pet permanently from the property. Any mess caused inside the

building may result in a cleaning charge.

All dogs and cats must be on a leash (or adequately constrained) when outdoors and carried by their respective owners whenever they are being transported throughout the interior common element areas, and must be accompanied by their respective owners at all times within the common elements.

No breeding of animals, whether for sale or other purposes, shall be carried on within any unit and/or the common elements. Pets are not allowed access to the 5th floor BBQ area. Pets are not to be walked throughout the underground garage. All pets must be registered with the Management Office.

APPLIANCES

Each unit comes with six (6) appliances: Fridge, Stove, Washer, Dryer, Dishwasher and Microwave. All appliances come with a one (1) year warranty. The warranty is effective the day of your closing (when you pick up your suite keys). If you have any questions or concerns regarding any of your appliances, please call:

- **Appliance Canada 905-660-2424 (to book an appointment if needed)**

PATIO & BARBEQUE AREA

The 500 complex features an exterior Terrace on the 5th floor including a barbeque station, teak lounges and wood pergolas. **The hours of the 5th floor Terrace are 8:00am to 10:00pm Sunday through Thursday, and 8:00 am to 12:00 am Friday and Saturday.** These hours are subject to change by notice posted by the Board or Management. Please remember that any sounds above normal speaking voice may disturb owners in their units and that sound travels, so we ask you to respect the quiet enjoyment of all surrounding neighbours.

Cleaning supplies will be provided for the BBQs. It is the resident's responsibility to clean the BBQ when you are finished using it. For safety reasons, please ensure that you have turned off all burners, as well as the gas supply valve.

Pets are not permitted on the patio or BBQ area at any time.

Residents are required to book the BBQ at least one day in advance for a maximum of **one** hour per use.

For your convenience the Barbeque sign up sheet will be available at the Concierge Desk.

No person under the age of 18 years of age will be permitted to use the BBQ unless accompanied by a Resident that is over 18 years of age.

When finished with the BBQ or Patio area, please leave the area as you found it, including putting furniture back in its original arrangement.

RECREATIONAL FACILITIES

Except where such visitor is unqualified or otherwise prohibited as hereinafter set out, any visitor may make use of any of the recreational facilities in the building provided that the owner being visited by such visitor is **present** with such visitor at all times.

No children under the age of sixteen (16) years shall be permitted to use any of the recreational facilities unless accompanied by an adult who shall be responsible for seeing that children behave themselves in accordance with the rules of such amenity.

For safety reasons, no child under the age of 16 is permitted in the exercise room.

Should a resident or guest contravene any of the facility rules then their privileges to use the facilities may be revoked by the Board of Directors.

MULTI PURPOSE PARTY ROOM

The hours of the party room are 8:00am to 2:00am. These hours are subject to change by notice posted by the Board or Management. The Maximum number of persons in the party is sixty **(60)** persons at one time per the Fire Marshal's Office.

Any unit owner wishing to use the party room shall complete an application for the use of this room with the Management Office. The owner is responsible to submit 3 separate payments (cleaning fee- \$125.00, security fee- \$20.00/hour and a damage deposit- \$500.00) by cheque. The deposit shall be returned if the party room is left in the same condition as it was found. The application and cheques must be signed and submitted by the owner/tenant.

No resident shall permit more persons to be present in the party room than is allowed by the Fire Marshal's Office, as indicated in the rental application.

No resident shall permit noisy, rowdy, or raucous behaviour in or adjacent to the party room which disturbs the comfort and quiet enjoyment of other residents, their families, guests, visitors, servants and any other person having business with them.

No resident shall permit any illegal act in or adjacent to the party room or upon the property of the condominium Corporation.

The Corporation reserves the right to interfere, stop and request all or any individuals to leave if deemed necessary.

Any resident using the party room shall comply with all provisions of the application form filed with the Management and all such provisions are and shall be incorporated into the Rules and Regulations of the Condominium Corporation. The deposit shall be returned if the room is left in the same condition as it was found. If any damages are caused to any furniture or decorative item in the party room, the Corporation shall have the right to withhold all or part of the deposit towards cost of repairs. If the cost of repairs should be less than the amount of the deposit, the balance shall be returned to the owner. If the cost exceeds the amount of the deposit, then the owner will be invoiced for the balance owing and collected as a common element expense.

Advance reservations for the use of the multi-purpose party room may be made by the owner either in the Management Office or by telephone. Reservations must be cancelled 14 days prior to the date reserved. If the cheques and application form are not completed and submitted to the Office 14 days before the day of the party, the reservation will be automatically cancelled. A fee of \$ 50.00 will be charged to the owner/host for any reservation cancelled within 24 hours

of the day preceding the reservation. Cash or cheque payable to TSCC 2123 in the amount of a refundable damage/security deposit of \$500.00 is required and a \$125.00 cleaning charge is payable in advance is required for the use of The Multi-Purpose Party Room. There will be a limit of 6 hours per use and a reservation form is required. The reservation form can be obtained from the Management office. A Security Guard must be present if there are more than 20 persons in the party room at one time. The Security Guard cost is \$20.00 per hour with a minimum of four (4) hours to a maximum of six (6) hours. The Management Office will be happy to make the arrangements for a Security Guard.

LOUNGE

To rent the Lobby Lounge located on the Main Floor, 500 Sherbourne residents must enclose a cheque payable to TSCC 2123 in the amount of \$250.00 as a damage/security deposit, plus a \$75.00 non-refundable cleaning cost. Residents with over 20 guests must have an on duty security guard at a cost of \$20 per hour. Management will make the arrangements for the security guard if required.

The same rules apply for the Lounge as they do for the Multi-Purpose Room.

THEATRE ROOM

The hours of the theatre room are 8:00am to 12:00am. These hours are subject to change by notice posted by the Board or Management.

Any unit owner wishing to use the theatre room shall complete an application form for use of the room with the Management Office. Please make all cheques payable to TSCC 2123. A refundable damage/security deposit of \$500.00 is required and a \$25.00 cleaning charge payable in advance is required for the use of the Theatre Room. The deposit shall be returned if the theatre room is left in the same condition as it was found.

The Corporation shall have the right to withhold all or part of the deposit towards cost of repairs. If the cost of repairs should be less than the amount of the deposit, the balance shall be returned to the owner. If the cost exceeds the amount of the deposit, then the owner will be invoiced for the balance owing and collected as a common element expense.

The owner should reserve the room seven (7) days in advance and the reservation will be cancelled if not used within ten (10) minutes of the time of booking.

Material selected for viewing must not be offensive or pornographic and the Concierge reserves the right to request parties to leave.

No food or beverages are permitted in the theatre room.

Please report any malfunctioning, damaged and/or broken equipment immediately to the Concierge or to the Management Office.

EXERCISE ROOM

The hours of the exercise room are 5:30:00am to 11:00pm. These hours are subject to change by notice posted by the Board or Management. The Corporation reserves the right to request that any individual leave the exercise room if deemed necessary.

Visitor(s) must be accompanied by the unit owner/tenant at all times.

For safety reasons, children under the age of sixteen (16) are **NOT** permitted in the exercise room.

Residents and guests using the exercise facility must be suitably attired. All persons must wear track suits, shorts and shirts and **running shoes**.

Bathing suits are not permitted in the exercise room.

Radios or stereos are not permitted except for battery operated headsets.

Glass containers or food are not permitted in the exercise room.

Only bottled water is permitted within the exercise room.

All persons using the exercise equipment must do so at their own risk. All persons should always consult their family physician prior to undertaking a new exercise regimen.

All exercise equipment **MUST** be wiped down by the user prior to and after each use.

Please report any malfunctioning, damaged and/or broken equipment immediately to the Concierge or to the Management Office.

BILLIARDS ROOM

The hours of the billiards room are 6:00am to 11:00pm. These hours are subject to change by notice posted by the Board or Management.

All reservations for the billiard room may be placed with the concierge.

Tables may be reserved for up to sixty (60) minutes and must be vacated promptly when the next player(s) scheduled to play arrive.

No food or beverages are permitted in the billiard room at any time.

Cues, paddles and balls must be returned to the concierge desk.

Children under the age of sixteen (16) shall be accompanied by a resident sixteen (16) years of age or older.

The Corporation reserves the right to request all or any individual to leave the billiard room if deemed necessary.

Radios and stereos are not permitted.

Food and beverages are not permitted.

Residents will be liable for any damages and/or broken equipment found in the billiard room during their reservation.

GUEST SUITES

The 500 has two (2) Guest Suites. The use of the suite shall be for the temporary accommodation of an

owner or tenant's guest. The host must be in residence while guests are accommodated in the guest suite.

Smoking is not permitted in the Guest Suites.

Any resident wishing to reserve the Guest Suite shall complete an application form for rental of this room from the Management Office. The resident is required to submit two (2) separate cheques attached with the rental application.

1. A damage deposit of \$250.00
2. A fee for each night of occupancy of \$75.00

All cheques must be made payable to TSCC 2123.

The deposit shall be returned if the Guest Suite is returned in the same condition as it was found. The Corporation shall have the right to withhold all or part of the deposit toward cost of repairs or additional cleaning or laundry. If the cost of repairs should be less than the amount of the deposit, the balance shall be returned. If the cost exceeds the amount of the deposit, then the owner will be invoiced for the balance owing and collected as a common element expense.

The Rules and Regulations of 500 Sherbourne, together with the Bylaws, must be observed by all guests of the owner. Failure of your guests to adhere to the Rules and Bylaws may result in a fine being levied against the host. Repeated failure to observe the Rules and Bylaws may result in the owner/resident not being able to rent the guest suite in the future.

A fee of \$50.00 per day will be charged to the host for any reservation cancelled within 24 hours preceding the reservation. Pets and smoking are not permitted in the Guest Suites.

ELEVATOR RESERVATIONS

Moving & Deliveries – NO MOVES OR DELIVERIES WILL BE PERMITTED BETWEEN THE HOURS OF 5:00pm AND 6:00PM MONDAY TO FRIDAY!

Furniture and equipment shall be moved into or out of the building only by the elevator designated for such purpose (service elevator). The service elevator shall be used for the delivery of any goods or home furnishings where the pads to protect the elevators must be installed. All reservations for moving or deliveries shall be scheduled in advance with the Management Office. All reservations shall be for a period not exceeding four (4) hours.

An elevator reservation agreement shall be signed along with a damage deposit of \$500.00 is to be completed with the Management prior to your scheduled date. This deposit shall be returned providing no damage is caused to the building. For residents moving out, cash or a certified cheque is required.

Moving and deliveries shall be permitted only between the hours of 8:00am and 8:00pm (Monday to Saturday)

Reservations are not permitted Sundays or statutory Holidays.

It shall be the responsibility of the owner through the person reserving the service elevator to notify the Management or the concierge and request an inspection of the service elevator and common elements immediately prior to using the elevator. Upon completion of moving in or out of building, or the delivery,

the owner reserving the elevator shall request an immediate re-inspection of the elevator and common elements. Any damages (including cleaning) noted during the inspection and not noted on the initial inspection shall be deemed to be the responsibility of the owner of the unit.

The owner reserving the elevator shall be liable for the full cost of repairs to any damage (including cleaning) to the elevator and any part of the common element caused by the moving of furniture or any other items into or out of the suite. The Corporation shall have the right to withhold all or part of the security deposit towards the cost of repairs. If the cost of repairs should be less than the amount of the security deposit, the balance shall be returned to the owner. If the cost exceeds the amount of the security deposit, then the owner will be invoiced for the balance owing and collected as a common element expense.

During the term of the reservation and while any exterior doors are open, the owner or person reserving the service elevator shall take reasonable precautions to prevent unauthorized entry into the building.

Corridors and elevator lobbies shall not be obstructed prior to, during, or after the term of the reservation.

CONTRACTORS & TRADES

No Contractor, trade or service personnel may or shall enter the property to perform any work or service in or about any unit that may or will affect the common elements or common building services unless such persons or firms are:

Employed directly by the Condominium Corporation or employed by the unit owner in circumstances where the intended performance of work and/or services in or about a unit has first been approved, in writing, by the Corporation and where the work and/or services are supervised by an approved contractor or service personnel in accordance with the Corporation's written direction. The owners of the unit must provide to the Corporation a deposit in a reasonable amount to cover the Corporation's initial costs of supervision and enter into a written undertaking to indemnify the Corporation with respect to any expenses, damages or costs whatsoever incurred by the Corporation arising from the carrying out the work by the unit owner's contractor, trade or service personnel, including any resulting damage to the common elements or to the common building services, which arises during or following completion of the work. Any such expenses, resulting damages and costs may be collected by the Corporation from the unit owner in the same manner as common expenses.

ADDITIONAL REMINDERS

1. **Condensation** - Reduce the moisture of the air in the unit by:
2. Using the ventilating fans in the kitchen, bathrooms and laundry room when cooking, bathing, showering or doing laundry.
3. Reducing the number of house plants.
4. Keeping sheer curtains closed and wiping away moisture build up.
- 5 **Water Use** - Please ensure that the tap supplying water to the washing machine have been raised so that you can turn off the water supply when not in use. It is possible for the hoses to break, and any liability for damage caused by flooding would be the owner's. Shutting off these taps after your laundry is finished, and turning off all other valves and the toilets when you are away for a prolonged period is highly recommended.
6. **Lint** - Please remember to clean your lint traps after every use of your dryer. Failure to do so will result in poor operation of your dryer and may cause fire.

7. **Main Water Shut Off Valve** – If you need to turn off your water supply, the main shut off valve is located underneath your vanity in the bathroom.

A Note to All Residents

Remember that the exterior and the interior appearance of the property create first impressions for prospective buyers. Adherence to **ALL** of the Rules and Regulation procedures will ensure optimal aesthetic integrity for the building and help maintain property value. Only white or off-white window linings, backings or coverings (or only white or off-white window blinds or shutters) that are visible from the exterior of the Condominium may be placed or installed to the interior surface of any window pane(s) of the Dwelling Units.

WHAT TO DO IN A FIRE EMERGENCY – GUIDELINES

In Case Of Fire

When the alarm rings, the concierge will instruct residents as to the Emergency Procedures. Please do not call the concierge, as this will tie up the telephone.

If there are any persons in your suite who might experience difficulties exiting the building during a fire emergency, please inform the Management Office so that their name and suite number may be added to the list for Fire Department use.

In an emergency, please do not forget to give your complete address, including suite number and if you have called emergency services, please call the concierge so that he/she can prepare the building for the arrival of the emergency personnel.

FIRE PREVENTION

1. No person shall do or permit anything to be done in his/her unit or on the common elements which will conflict with any federal, provincial or municipal laws relating to fire.
2. No person shall do or permit anything to be done, or bring anything in his/her unit that will increase the risk of fire or the rate of fire insurance to the building. This includes any fire risk to any personal property within the building belonging to any owner or resident.

No person shall conflict with:

- The laws relating to fire safety
 - The regulations of the Fire Department
 - Any insurance policy carried by the Corporation
 - Any rules and ordinances of the Board of Health
 - Any statutes or municipal by-laws
3. No person shall do or permit anything, to be done on the common elements which will in any way increase the risk of fire.
 4. No person shall overload electrical circuits.
 5. No highly combustible or offensive goods, provisions or materials shall be kept on the property.

6. No highly combustible materials or flammable goods shall be stored in the locker rooms.
7. Lockers shall be kept locked at all times except when an owner is present and using same.
8. No barbecuing is permitted in any unit. No barbecuing shall be done on any balcony. No electrical, charcoal or wood burning barbecues are permissible anywhere on the property.
9. Smoking is not permitted in any area of the common elements.
10. No person shall fail to comply with the Fire Chief's guide and suggestions as provided to each resident or posted at each fire hose cabinet located throughout the corridors.

FIRE HAZARDS

In order to avoid fire hazards in the building, residents are advised:

1. Do not put burning material such as cigarettes, ashes, flammable liquids or aerosol cans into garbage chutes.
2. To avoid blockage, never force cartons, coat hangers, bundles of paper into chute.
3. Avoid unsafe cooking, deep fat frying, unattended stoves, loose hanging clothing. Do not use unsafe electrical appliances, frayed cords or over-loaded outlets.

IF YOU DISCOVER FIRE

- Leave the fire area
- Close all doors behind you
- Activate the Fire Alarm by using pull. Know the correct address and location of the fire in the building.
- Do not use elevators
- Do not return until it is declared safe to do so by a Fire Dept. Official.
- Use exit stairwells and leave the building immediately.
- Telephone the Toronto Fire and Emergency, **call # 911**

IF YOU HEAR THE FIRE ALARM

1. Before opening the door, feel the knob for heat. If not hot, brace yourself against door and open slightly. If you feel air pressure or a hot draft, close the door quickly.
2. If you find no fire or smoke in the corridor, close door behind you and leave by nearest exit.
3. Do not use elevators.
4. If you encounter smoke in the corridor or stairwell, consider taking an alternative exit where it may be clear, or return to your suite.
5. Listen for instructions or information which may be given by authorized personnel over the voice

communication system.

6. If instructions indicate, or a situation warrants, that an evacuation is necessary, close doors behind you and leave by the nearest exit. If you encounter smoke in the corridor or stairwell, consider taking an alternate exit or return to your suite.