



EDEN PARK  
TOWERS

# Homeowners Guide



## Welcome to **Eden Park** Community!

Congratulations! This information package may help answer many of the questions you have about your new home.

We hope that you enjoy your new home and that this guide serves as a convenient resource to help answer any of your questions about your home and the Eden Park Community.



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## Welcome to Eden Park Community

The purchase of a unit in the Eden Park Community is a major investment. The success of “our community” and the appreciation of our investments depend on how we **co-operate** and **share responsibility as residents**. Each Owner must maintain his or her unit in an acceptable fashion, and also should act responsibly when using the common elements to help maintain a high standard for the overall appearance and function of the building.

It is important that you read, understand and adhere to the Declaration and Rules, which form a part of your Purchase Agreement. You are responsible for your actions, and should ensure your family, guests, tenants and visitors are aware of and follow these important provisions.

SAFETY, GOOD HOUSE-KEEPING, ENERGY CONSERVATION,  
COURTESY and COMMON SENSE are all key words  
for an enjoyable condominium living!

# Introduction to Eden Park

## Eden Park - A Green Community

Times Group Corporation would like to **WELCOME** and **CONGRATULATE** you on becoming a part of our commitment to a higher performance standard in environmental and energy efficiency within the community of Eden Park.

With green technology and building techniques, Eden Park's performance standards will reduce costs and will enhance and provide a more comfortable and healthier way of living for all residents. Eden Park has been constructed to reduce pollution, remove indoor pollutants while ensuring that fresh air is continuously supplied and properly circulated to each unit.

Times Group Corporation has registered Eden Park with Canada Green Building Council to pursue a Gold Level Certification. LEED is an industry leading independently audited, green building standard whereby points are awarded for energy and water efficiency, site ecology issues, indoor air quality, the use of environmental building materials and climate change initiatives.

Below are some of the features at Eden Park:

- Continuous fresh air is provided directly to occupied units.
- Heat Recovery Ventilation provides fresh air and save energy by reducing the heating or cooling requirements.
- Residents benefit from environmentally preferable carpeting certified by the Carpet and Rug Institute's Green label Indoor Air Quality Test Program.
- Interior latex-based paints certified by the Environmental Choice Program.
- An Indoor Air Quality Management Plan is in place to ensure a healthy living space throughout the building.
- Double glazed, Low-E windows with argon gas filled to reduce energy costs.
- Energy Star appliances are used in each suite to reduce energy demands.
- High efficiency interior lighting designs are in place in the units and throughout the building to help lower electricity costs. All suites have been installed with one switch located at the front door that will turn off all lights in the unit upon leaving.
- Low flow, high pressure showerheads and faucets, dual flush water efficient toilets, and Energy Star washing machines to reduce water consumption.
- Sub-metering for individual allocation of electricity costs.

Times Group Corporation aims to design and build excellent condominium buildings while investing in features which help reduce our impact on the environment. We are proud to share this responsibility and commitment with all of our residents.



# Times Group Corporation

## President's Message

Dear Homeowner,

On behalf of Times Group Corporation, I would like to personally congratulate you as a new homeowner within our Eden Park Community.

With the help of our expert professional Times Group Corporation construction and management teams, you will experience the very best in customer care service that will last far beyond your move in day. Our dedicated team will ensure that your experience with Times Group Corporation is comfortable and satisfying.

Our goal is to accomplish a positive and friendly relationship with all our homeowners and we invite you to always share your comments and suggestions on how we can improve our service.

Again, thank you for becoming a part of our family and we look forward to serving you.

Yours truly,

**Times Group Corporation**



Hashem Ghadaki  
President

# Times Property Management

## President's Message

### WELCOME:

On behalf of TIMES PROPERTY MANAGEMENT (TPM), it is my pleasure to congratulate and welcome you to the community of Eden Park Towers. We sincerely hope that you find your home, to be a comfortable and enjoyable one. A place where we are committed to provide a friendly and helpful service, to you, our resident.

TPM is pleased to present to you the "Home Owners Guide", where you can find all the basic information that you might need to enjoy and care for your new home. This guide covers all the important day to day matters like Fire and Safety, Rules and Regulations, and finally the long list of state of the art amenities such as the award winning swimming pool, exercise room, theatre room, party room, reading room, card room, billiard room and all their related rules and regulations for your comfort and easy reference.

Our staff, your partners, are here to answer all of your questions and concerns, to provide a happy and safe environment while maintaining the integrity, high quality and the wellbeing of the Eden park Towers and its residents.

Times Property Management is here to enhance the quality of your living. We congratulate you in choosing Eden Park, where "Your Home, is Our Pride".

Sincerely,  
**Times Property Management**

**Shahram Seradj**  
President



## Your Property Management

Your property management is **Times Property Management**.

### Head Office

Times Property Management Inc.	
330 Highway 7 East, Suite 300 Richmond Hill, ON L4B 3P8	Tel: (905) 882-4275 Fax: (905) 882-0518
Web: <a href="http://www.timesproperty.ca">www.timesproperty.ca</a>	
President: Mr. Shahram Seradj E-mail: <a href="mailto:shahram@timesproperty.ca">shahram@timesproperty.ca</a>	

### Management Office & Concierge Desk at Eden Park

On-Site Management Office	
Management Office Hours:	9:00am to 5:00pm
Phone:	(905) 886-4897
Fax :	(905) 886-8829
Property Manager:	Simon Lam <a href="mailto:Simon@timesproperty.ca">Simon@timesproperty.ca</a>
Assistant Property Manager:	Shima Ghahremani <a href="mailto:shima@timesproperty.ca">shima@timesproperty.ca</a>

On-Site Concierge Desk	
Concierge Hours:	24 hours
Concierge Phone Number:	(905) 886-9064 (416) 678-0625

## Emergency and Community Contacts

Emergency Calls:	
Ambulance (For All Emergencies):	911
Markham Stouffville Hospital	(905) 472-7000
Police (York Region):	(905) 881-1221

In Your Community:	
Community Centre (Angus Glen):	(905) 944-3777
Markville Mall:	(905) 477-6600
Pacific Mall:	(905) 470-8785
Main Street Unionville:	(905) 477-0117
Town Of Markham:	(905) 477-7000
Property Taxes:	(905) 475-4864
Bell Canada:	1-800-668-6878
Rogers Cable:	1-888-764-3771
Canada Post:	1-800-267-1177
Power Stream (Hydro):	(905) 417-6900

## What to Do In Case OF Fire

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

1. In the event of an emergency condition, obey instructions from the Concierge and the Fire Services.
2. Be aware of all the exit locations, fire alarm pull stations and portable fire extinguishers.

## Fire Prevention

1. No person shall do or permit anything to be done in his/her unit or on the common elements that will increase the risk of fire. This includes any fire risk to any personal property within the building or to any Owner or resident.
2. No storing of any highly combustible materials shall be kept on the property.
3. No highly combustible materials or flammable goods shall be stored in the locker rooms. Locker rooms must be kept clean and free of rubbish.
4. Smoking is not permitted in any area of the common elements.
5. Keep all hallways, aisles and corridors free from obstructions.
6. Ensure all stairwell doors remain closed at all times.

## 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, and wearing loose hanging clothing while cooking. Do not use unsafe electrical appliances, frayed cord or over-loaded outlets.

## Emergency Procedures

### Upon Discovery of Fire:

1. Leave the fire area immediately.
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 you encounter nearby, but proceed exiting.
5. Use exit stairwells to leave the building, if it is safe to do so.
6. Do not use the elevators.
7. When in a safe location, telephone the Fire Services 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 the fire official.

## If You Hear a Fire Alarm Signal

1. Before opening any door, feel the door and doorknob, if warm, do not open, remain in the apartment.
2. If it is safe to evacuate, close door behind you and proceed to the nearest exit stairwell.
3. Do not use the elevator(s).
4. If you encounter smoke in the stairwell use alternate exit or if all stairwells are affected, it may be safer to stay in your apartment.

## If You Cannot Leave Your Apartment

1. Close the door and all windows.
2. Dial 911 and tell the Fire Service where you are.
3. Seal all cracks where smoke can get in.
4. Keep low to the floor if smoke enters the apartment.
5. Wait to be rescued. Remain calm. Do not panic or jump.
6. Listen for instructions or information given by authorized personnel.
7. Wait for the arrival of firefighters to your floor.
8. Unlock the door for entry by firefighters.
9. Do as instructed by firefighters.

# Resident Home Insurance

## Home Insurance

The Condominium Corporation has insurance, so you may wonder why you need your **own** coverage. Here are some important reasons:

- Your Condominium Corporation's policy only covers items that are part of the building. You need your own insurance to protect items such as furniture, artwork and other personal belongings.
- You need to protect yourself against personal liability for injuries to visitors to your home or for damage you accidentally cause to your neighbour's property.

There are specially designed Condominium Owners Policies that should be purchased to protect you and we urge you to obtain such coverage. Failure to maintain adequate Condominium Unit Owners Insurance could result in severe financial hardship should a serious claim or loss arises.

## Car-Share Program

**The Care-Share Program** at Eden Park gives you the freedom to drive in style, with no hassles, headaches and rising costs of vehicle ownership and also in effort to promote the reduction of environmental pollution from cars, and to assist owners paying for the cost of owning and maintaining their own vehicles.

As a member, residents will have 24 hour security access to a vehicle that you may reserve and access at its dedicated parking space. Your security access will get you into the car and on your way. When you are done, just bring the car back to the same spot. At the end of each month, you will receive an itemized bill for the time and distance driven.

## Utilities Sub metering

### Hydro

All residents are billed directly for all Electricity usage from **Power Stream**. If you have any questions regarding this service, invoices or meter accuracy, please contact Power Stream at:

Power Stream	
Phone Number:	(905) 417-6900
Email:	info@powerstream.com
Website:	www.powerstream.ca

### Water

All residents are billed directly for hot and cold water usage by **Carma Billing Services Inc.** Carma is licensed by the Ontario Energy Board to provide Billing Services to sub metered properties. **Residents only pay for what they use and can control monthly utility expenses by managing water consumption.** Carma offers several payments options including telephone and internet banking, pre-authorized payment or by credit card. If you have any questions regarding this service, invoices or meter accuracy, please contact Carma Billing Services at:

Carma	
Phone Number:	1-888-298-3336
Email:	info@carmabillingservices.com
Website:	www.carmabillingservices.com

## Rules

The following Rules are intended to be a brief summary of the applicable rules as they relate to units at Eden Park as listed in the various attachments, agreements and statements attached to your purchase agreement. The summary below is not an exhaustive list of the Rules, and all Owners should review the attachments mentioned above to become familiar with all the rules as they apply to the building. Note that many of the Rules may be modified by the Condominium Corporation through the Board of Directors. In the event anything contained herein conflicts with the attachments or modifications mentioned above, the attachments or modifications shall govern.

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, shall be observed and followed by all Owners and any other person(s) occupying the unit with the Owner’s approval, including 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 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

Use of common elements and units shall be subject to the Rules which the Condominium Corporation Board of Directors may modify to promote the safety, security or welfare of the Owners and of the property and to prevent unreasonable interference with resident's use and enjoyment of the common elements and units.

Rules, as modified by the Condominium Corporation from time to time, shall be binding on all unit Owners, occupants, their families, guests, visitors, servants or agents. It is the responsibility of all residents to be aware of the Rules and to note changes as they are announced by the Board of Directors.

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 of Directors or Property Manager, disturbs 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 of Directors determines that any noise is being transmitted from one unit to another 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 of Directors. If the Owner of such unit fails to abate the noise, the Board of Directors shall take such steps as necessary to abate the noise and the Owner shall be liable to the Condominium 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 Property Manager or to the concierge at the Security Front Desk.
- No duplication of keys shall be permitted except with the authorization of the Board of Directors, and the names of persons authorized to have keys shall be furnished to the Board of Directors at all times.
- Only Resident Owners 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 a Resident Owner when using the facilities. Upon failure to do so, visitor(s) or guest(s) will be requested to vacate immediately.
- Building access doors shall not be left unlocked or held open.
- Service elevator availability shall be allocated by the Management Office in accordance with the elevators and moving rules. Loading facilities shall only be used with prior permission and must be scheduled with Property Management.
- Additional locks or alternative locks are not permitted to be installed or replaced on any unit door without permission from the Property Manager. All door locks and keys must be compatible with the lock systems on the property.
- Owners shall supply to Property Management all resident(s) or tenant(s) names, phone numbers and vehicle information.
- Any residents whom 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 or hung outside the windows or the doors of the units.
- Residents are not permitted to store any personal items in the common areas 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 their safety.**

## Units

- 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 of Directors 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 Declaration and as hereinafter provided. No noxious, 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. All interior shades or blinds should be white/off-white as provided in the Declaration.

- 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.
- 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, cigarettes or any other item(s) are to be thrown off the balconies, patios or terrace areas. Please dispose of cigarettes safely 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 (**Bio-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 chute.
- 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 residents expense.
- Do not leave abandoned garbage outside your suite door, underground garage or stairwells.

## Renting

- 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 Controls (Key Devices)

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

### Key Devices

**Key Fobs** – allow you to access the building and will open all entrance doors throughout the building.

**Remote Controls** – 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.
2. If you have one parking space, you will receive one Key Fob and one Remote control.

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

## Enter phone System

In order for residents names to be placed on the Enter phone, please be advised of the following:

- Complete the Enter phone Notice form with the Management Office. This form will instruct the Management how the name should be displayed.

### Instructions:

- a) When a visitor enters your code from the lobby, you will receive 2 distinct rings letting you know you have a visitor.
- b) To release the door and allow your visitor to enter, press “9” on your phone.
- c) Please remind your guests to sign in with security before heading up to your unit.

If you wish to change your displayed name, please advise the Management Office.



## Hardwood Flooring

All Hardwood Flooring and Laminate Flooring will absorb excess moisture under humid conditions and release their normal moisture contents under excessively 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 condo's tend to have a 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 ply wood 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 shall register with the Corporation and **MUST** park in their designated spot at all times.
- All Owners should check their vehicles periodically to ensure they are not leaking oil or gas which may dirty or **damage** the floor of the garage or paved surfaces. If a vehicle is found leaking oil or gas, the Owner is responsible to clean the area and have their vehicle repaired. Failure to do so, will result in the Corporation cleaning your parking space 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 of Directors 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 our space, check with the Security Front Desk 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 Front Desk Security 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) days. 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 that 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 whatsoever 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 Governmental Authorities.
- Residents are advised not to store items of great value in the locker.
- 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.

- To keep the locker room secure, please remember to lock the door with your key when leaving the room.
- Please turn off all lights when leaving the locker room, as we all share in the energy costs for lighting this space.

## Bicycle Storage

Residents are fully responsible for their own bicycle and lock. Management will assume no responsibility for any damages or losses to any bicycle stored.

## Pets

No animals, 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, within two (2) weeks of receipt of written notice from the Board or Management requesting removal of such pet permanently

from the property. Any mess caused inside the building, may result in a cleaning charge issued.

- All dogs and cats must be on a leash (or adequately constrained) when outdoors and carried by their respective Owners whenever same 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 to be walked throughout the underground garage and must be registered with the Management Office.

## Appliances

Each unit comes with Five (5) appliances: Fridge, Stove, Washer, Dryer and Dishwasher. 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 have the following information ready:

Owner name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Model# \_\_\_\_\_

Serial# \_\_\_\_\_

And please Call:

Whirlpool Service Department	
Phone Number:	1-800-807-6777
Or you can arrange your service appointment on the Whirlpool website <b><a href="http://www.whirlpoolappliance.ca">www.whirlpoolappliance.ca</a></b>	

## 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.

## Party Room

These hours of the party room are 8:00am to 1:00am. These hours are subject to change by notice posted by the Board or Management.

- Any unit Owner wishing to use the party room shall complete an application for rental of this room with the Management Office. The Owner is responsible to submit 3 separate payments (cleaning fee, security fee for and a damage deposit cheque). The deposit shall be returned if the party room is left in the same condition as it is 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 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.

## Theatre Room

The hours of the theatre room are 7:00am to 12:00midnight. 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 with the Management Office together with a deposit cheque. 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 Corporation reserves the right to interfere, stop and request all or any Individuals to leave the theatre room if necessary.



- The Owner should reserve the room seven (7) days in advance and 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 or permitted in the theatre room.

**Please report any malfunctioning, damaged and/or broken equipment immediately to the Security Front Desk or to the Management Office.**

## Reading Room

The reading room hours are 7:00am to 12:00midnight. These hours are subject to change by notice posted by the Board or Management. The reading room is a quiet place for students to complete homework or for residents to work on business assignments.

## Swimming Pool

The swimming pool hours are as follows:

Swimming Pool	
Monday through Sunday	5:00am to 12:00midnight

These hours are subject to change by notice posted by the Board or Management.

- No person under sixteen (16) years of age shall be permitted within the pool enclosure unless accompanied at all times by a parent or the parent’s agent who shall be not less than sixteen (16) years of age. All persons using the swimming pool must be wearing proper attire (bathing suit or swimming shorts).
- Residents must accompany your guests with a maximum of two (2) guests per suite while using the facilities.
- Residents are not allowed to use the emergency phone for any reason. The phone is for emergency only.

- No toys are allowed in the pool area. No swim fins, masks, snorkels, inflatable toys, tricycles, balls, etc. Eye goggles are allowed if they don't cover your face.
- Bathing suits must be worn when in the Swimming Pool. People wearing cut-off jeans or children wearing diapers will not be allowed to use the swimming pool. **No street clothes allowed.**
- A shower, using warm water and soap, must be taken before entering the pool.
- Pets, glass objects, food and drinks shall not be permitted in the swimming pool area or change rooms.
- The Corporation reserves the right to request any parties to leave the swimming pool area if necessary.
- No person shall engage in boisterous unseemly conduct (horseplay) or actions in or around the pool. **DIVING** is not allowed.
- No persons with infectious or contagious health disease shall be permitted to use the swimming pool or be in the swimming pool area.
- No person shall pollute the water in any manner including spitting, spouting water or blowing their nose in the pool area. Hair that is longer than shoulder length is to be tied back and worn under a bathing cap.
- The maximum number of bathers permitted altogether in the pool area is 10.
- No music is allowed in the swimming pool area or change rooms. No shaving or hair dyeing is permitted in the change rooms.
- No persons are permitted in the swimming pool area before the opening hours or during maintenance times.

## Sauna

- No person under sixteen (16) years of age shall be permitted within the sauna unless accompanied at all times by a parent or the parent's agent who shall be not less than sixteen (16) years of age.

- The Corporation reserves the right to request any individual to leave the sauna if deemed necessary.
- No visitor or guest shall be permitted in the sauna unless accompanied at all times by the resident being visited by such a visitor or guest.
- No person shall use the sauna for the following reasons:
  - A shower is not taken prior to entering the sauna
  - A person is infected with a communicable disease or having open sores on their body
  - A person is not wearing proper attire
- All persons must turn the heat control and light off after use; when such person is the last to use such areas.
- This is a dry sauna, **DO NOT** throw water on the rocks. Throwing water on the rocks will cause damage to the equipment.
- No person shall comb their hair, shave or bring in food or beverages into the sauna.
- All residents must keep the door(s) closed at all times.

## Exercise Room

The hours of the exercise room are 5:00am to 12:00midnight. These hours are subject to change by notice posted by the Board or Management.

- The Corporation reserves the right to request any individual to leave the exercise room if deemed necessary.
- Visitor(s) must be accompanied by the unit Owner/tenant at all times.
- **For safety reasons**, no children under the age of sixteen (16) are **NOT** permitted in the exercise room.
- Residents and guests using the exercise facility must be suitable attired. All persons must wear track suites, shorts and shirts and **running shoes**. Bathing suites 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 Security Front Desk or to the Management Office.**

## Card Room

The hours of the card room are 7:00am to 12:00midnight. These hours are subject to change by notice posted by the Board or Management.

- Gambling is not permitted.
- Children under the age of sixteen (16) must be accompanied by a resident adult whom is sixteen (16) years of age or older.
- No food or drinks are permitted in the card room at any time.
- All reservations for the card room may be placed with the Security.
- The Corporation reserves the right to request all or any individual to leave the card room if deemed necessary.
- This room is for the use of card playing only. Residents are not permitted to use this room for any other purpose.

## Billiard Room

The hours of the billiard room are 7:00am to 12:00midnight. 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 Security Front Desk.
- 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 Security Front 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

Eden Park 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.
- Eden Park Rules together with the Bylaws that must be observed by all guests of the Owner. Failure in this regard may result in a fine being levied against the host. Repeated failure to observe the Rules and Bylaws may result in a withdrawal of access to the suite by that Owner in accordance with the Bylaws.

- Any resident wishing to reserve the Guest Suite shall complete an application for rental of this room and leave same with the Management Office. The resident is responsible to submit two (2) separate cheques attached with the rental application.
  - 1) A damage deposit
  - 2) A fee for each night of occupancy is required
- The deposit shall be returned if the Guest Suite is returned in the same condition as it is 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.
- A fee of \$ 50.00 will be charged to the host for any reservation cancelled 24 hours of the day preceding the reservation.
- Pets are not permitted in the Guest Suites.

## Elevator Reservations (Moving & Deliveries)

- 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 such damage is caused to the building.
- Moving and deliveries shall be permitted only between the hours of 8:00am and 8:00pm (Monday to Saturday).
- Reservations are not permitted after 8:00pm, Sunday's or Public Holidays.

- It shall be the responsibility of the Owner through the person reserving the service elevator to notify the Management or the Security Front Desk 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.
- Upon moving from the suite, the Owner or persons vacating the premises shall surrender the moving key to the Security Front Desk. The Corporation shall have the right to withhold any security deposit in its possession until same have been returned.
- When the individual moving is renting the unit from the unit Owner, the required tenant information forms must be completed and signed before the move is permitted.

## 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; and the Owners of the unit has provided to the Corporation a deposit in a reasonable amount to cover the Corporation's initial costs of supervision; and where the unit Owner has entered 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 Owners 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

**Condensation** - Reduce the moisture of the air in the unit by:

- 1) Using the ventilating fans in the kitchen, bathrooms and laundry room when cooking, bathing, showering or doing laundry.
- 2) Reducing the number of house plants.
- 3) Keeping sheer curtains closed and wiping away moisture build up.

**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 yours. 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.

**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.

**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 Final Note to All Residents

Remember, the exterior and the interior appearance of the property creates 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. We appreciate your co-operation and look forward to serving you as an Eden Park resident.