

Welcome Book



N
NICHOLAS
BLOOR BAY LIVING

Welcome to your new home.

Included in this book is information that will answer questions you may have about living in a condominium, the Nicholas development in general, and your particular Nicholas unit.

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A. IMPORTANT CONTACTS

CONCIERGE

The primary function of the Concierge is to:

- Control the flow of vehicular and pedestrian traffic into the building
- Monitor the cameras located throughout the parking areas and other common areas
- Attend to emergencies
- Respond to resident requests for information and assistance
- Assist with elevator bookings and move-ins/outs
- Assist with deliveries, visitor parking, booking amenities, and accepting small parcel deliveries (only non-perishable items)

More information on Nicholas’ Concierge service is set out in **Section C.7.**

>	Concierge
E	nicholas.frontdesk@fsresidential.com

PROPERTY MANAGER

You should contact the Property Manager to deal with such issues as:

- Cleanliness and maintenance of the common areas
- Malfunctioning of such things as the garage doors, garbage chutes or recycling systems
- Building security and access issues
- Concierge issues
- Fire alarm malfunctioning
- Broken pipes or plumbing problems
- Noise issues with neighbours, where they cannot be settled privately
- Collection of monthly common element fees

>	First Service Residential
	Tanisha Jhuman T 416.847.7276 E Tanisha.Jhuman@fsresidential.com

EMERGENCIES

In the event of an emergency, **such as a loss of heating, water leakage or any urgent deficiency** that could cause damage or harm, please contact the Property Manager immediately. During off-hours you should contact the emergency service department of the appropriate utility and/or the Property Manager by way of this emergency number.

For all medical emergencies, call **911**.

>	First Service Residential
	24 Hour Customer Care Line FOR CONCERNS OUTSIDE OF REGULAR BUSINESS HOURS T 1.855.244.8854

CUSTOMER SERVICE

Please address all in-suite Tarion deficiency claims and warranty items to our Customer Service Representative located in the temporary on- site Customer Service Office. Once the office is closed, all items should be addressed through email.

More information on Customer Service is set out in **Part E**.

>	Customer Service
	First floor lobby T 416.944.2880 E cs@nicholasresidences.com

DEVELOPER

Urban Capital and Alit are the joint developers of Nicholas and have sold your condominium suite to you.

If you have any questions with respect to the purchase of your unit or the terms of your purchase agreement, please contact our real estate agent, **Lawrence Black**.

If you have any other questions for Urban Capital or Alit please contact **Taya Cook**.

>

Urban Capital

17 Nelson Street
Toronto, ON M5V 0G2
T 416.304.0431
E info@urbancapital.ca

Lawrence Black
T 416.233.7772
E sales@nicholasresidences.com

Taya Cook
T 416.304.1755
E cook@urbancapital.ca

BOARD OF DIRECTORS

The condominium’s Board of Directors is responsible for enforcing the Declaration, By-laws and Rules of the condominium as well as general affairs and owner concerns in the building. The Board will consist of owners who volunteer and are elected during the turnover meeting, which will be held approximately two months after the building is registered.

To contact the Board of Directors, please send all correspondence through the Property Manager.

>

Board of Directors

Contact the Board of Directors via
the Property Manager



B. CONDOMINIUM 101

WHAT IS A CONDOMINIUM?

The term “condominium” typically refers to a form of legal ownership, rather than a particular type of building. Condominiums are most often thought of as high-rise residential buildings, but they can also be townhouse complexes, low-rise residential buildings and even commercial complexes.

Condominium ownership consists of two parts. The first part is a collection of private dwellings called “**units**”. Each unit is owned by and registered in the name of the purchaser of the unit. The second part consists of the “**common elements**” of the building that may include lobbies, hallways, elevators, recreational facilities, walkways, gardens, etc. Common elements may also include structural elements and mechanical and electrical services. The ownership of these common elements is **shared** amongst all the individual unit owners, as is the cost of their operation, maintenance and ongoing replacement.

Each unit owner has an **undivided interest** in the common elements of the building. This undivided interest is usually expressed as a **percentage** equal to the size or value of the unit in question compared to the total size or value of all of the units in the condominium. This percentage determines your ownership percentage in the common elements as well as the monthly fees that you must pay towards their upkeep and renewal.

What follows are some commonly asked questions when purchasing a condominium. For further information or details on your specific purchase, we recommend that you contact your lawyer.

WHAT IS THE PROCESS TO CLOSE MY CONDOMINIUM PURCHASE?

There are four basic steps to registering your condominium and closing your purchase.

Step 1: Occupancy (Interim Closing)

You first take **possession** or “**occupancy**” of your unit when it is ready to be occupied. Prior to this time we will have notified you of your Confirmed Occupancy Date and you will have attended your Pre-Delivery Inspection (PDI) (more on this later).

At the time you take occupancy of your unit it is most likely that the condominium will not yet have been “registered” (more on that later), so we cannot transfer legal title of your unit to you (as the title has not yet been created).

So, instead of paying us the balance of your purchase price, you are required to pay a monthly **Occupancy Fee** (similar to rent), which consists of three elements:

1. Monthly Condominium Fees
2. Estimated Monthly Realty Taxes
3. Monthly Interest Component on the balance of your purchase price (i.e. just the interest component, not any principal repayment)

Approximately five to ten days prior to your Occupancy Date, we will provide your solicitor with the specific calculation of the above amounts, and you will provide us (again through the solicitors) with a series of post-dated cheques.

Please note that your “Occupancy Date” is not the same as your **move-in date**. Your Occupancy Date is the date on which your Interim Closing takes place, an action involving your and our solicitors, while your move-in date is the date you actually move in to your unit.

Step 2: Condominium Registration

A condominium is formally created when it is “**registered**” with the provincial registry or land titles office. Once all the units and common elements within the building are “substantially completed” (a technical term certified by our architects), the condominium registration process begins. This process is initiated when we submit plans and paperwork to the proper governmental authorities. The condominium’s Declaration and Description are ultimately registered in the Land Titles Office, following approval of these documents by the authorities.

At the time the condominium is “registered” the one property that existed before registration is legally divided into individual condominium units plus the common elements. Because no title has yet transferred to any individual purchaser, at this point we the developer still own the property, although we now own it in the form of individual condominium units (together with the common elements), rather than one undivided property..

It is our responsibility to manage the condominium registration process, and we will notify you within 30 days of registration. The entire process may take several months following your Occupancy (Interim Closing).

Step 3: Unit Transfer (Final Closing)

The **Unit Transfer Date**, or Final Closing Date, is the date upon which you receive title to your unit, and occurs approximately four weeks after the condominium has been registered. We will give your solicitor notice of the actual Unit Transfer Date. All units in the building typically close on the same Unit Transfer Date.

On the Unit Transfer Date, your purchase and sale transaction with us is “closed”. The closing is based on a statement of adjustments that our lawyers prepare and send to your lawyers. This Statement of Adjustments accounts for outstanding occupancy fees, realty taxes, warranty fees etc. as provided for in your sales contract. At this time, your lawyer will receive a deed/transfer of title to your home (for ultimate registration), in exchange for your payment of the outstanding balance of the purchase price. This outstanding balance can either come from a final cash payment or from a bank that is providing you with your mortgage.

It is **your responsibility** to make all arrangements with your bank and lawyer and be prepared to close your purchase on the Unit Transfer Date. Any post dated interim occupancy cheques recorded and not cashed will be voided on this day.

Step 4: Turnover

Once the unit transfers have taken place, a **Board of Directors**, elected by and generally made up of the individual condominium owners and occupiers, takes responsibility for the management of the corporation's business affairs. There is usually a **Turnover Meeting** where this transfer of responsibility (from us to the newly elected Board) takes place. This turnover meeting typically happens a couple of months after the Unit Transfer Date.

WHAT DO I OWN WHEN I BUY A CONDOMINIUM?

When you purchase a condominium, you own your unit, as well as the specific percentage allocated to the unit of the common elements. The **boundaries** of each individual unit and the percentage of common elements you own may vary from condominium to condominium, depending on how they are specified in the condominium's governing documents. The boundaries of your condominium unit are an important consideration, particularly if you plan to undertake any alterations or renovations. The unit typically includes any equipment, systems, finishes, etc. that are contained only in the individual unit.

Components of building systems that serve more than one unit, such as structural elements and mechanical and electrical services, are often considered part of the common elements, particularly when they are located outside of the unit boundaries specified in the condominium's governing documents.

There may be some parts of the condominium complex that are called “**exclusive use common elements**.” They are outside the unit boundaries, but for the exclusive use of the owner of a particular unit. Balconies and terraces are common examples of exclusive use common elements. While these spaces are exclusive to your use, there may be restrictions on how and when you can use them.

Your condominium documents will spell out your unit boundaries, what are considered common elements, and what are considered exclusive use common elements.

WHAT RULES AND RESTRICTIONS MIGHT I ENCOUNTER IN A CONDOMINIUM?

Every condominium is governed by its own set of rules, regulations and by-laws. These are necessary to ensure that condominiums are properly operated and maintained, and also to define the rights and obligations of the individual owners. With respect to the latter, condominiums may have restrictions regarding the number of occupants per unit, pets, noise, parking, and when certain amenities may be used.

Many condominiums have **rules concerning the alteration of the unit space or its appearance**. For example, Nicholas' rules limit what colour and type of blinds you may install in your unit, and what you can store on your balcony, in order to maintain a consistent look of the exterior of the building.

The rules of your condominium are outlined in the condominium's governing documents, principally the Declaration and Disclosure Statement. Drafts of these two documents were provided to you upon your original purchase, and the final form will be provided to your solicitor as part of your closing process.

If you have questions or are uncertain of these condominium rules and regulations, contact your solicitor or the Property Manager.

WHAT'S INCLUDED IN MY CONDO FEES?

Unit owners pay a monthly condominium fee to cover their portion of the operating expenses of the common elements. A portion of this fee is allocated to the **Reserve Fund** that is created to ensure that there are sufficient funds available for major repairs and replacements over the life of the building. Condominium fees are typically calculated based on the annual operating cost of the entire condominium, and then multiplied by each unit's percentage ownership.

Condominium fees may include:

- Day-to-day care and upkeep of the common elements (e.g. snow removal, landscaping, cleaning of the common elements including carpets and non accessible exterior windows, heating/cooling system maintenance)
- Contributions to the Reserve Fund, which is used to pay for major repairs to and replacement of common building systems to ensure that the condominium is kept in good repair over the life of the building
- Property management fees
- Building repair and maintenance
- Salaries of condominium employees (e.g. concierge)
- Costs of operating and maintaining the amenities (e.g. recreational facilities, party room)
- Common area utilities
- The condominium corporations' insurance policies

What is, and is not, included in a condominium's monthly fees should be clearly outlined in the operating budget. For the **first year** of the condominium's operation, you should refer to the **Budget** contained in the Disclosure Documents that we provide to you and your lawyer at closing. This budget formed the basis of the condominium fees that your Property Manager will be collecting from you for the first year.

For **subsequent years** your Board of Directors, working with your Property Manager, determines the annual condominium budget. As an owner you get to approve this budget at the **Annual General Meeting** of the condominium.

Condominium fees are **neither optional nor negotiable**. For example, unit owners are required to pay a share toward the care and upkeep of amenities such as the gym, regardless of whether they plan to actually use such amenities. Unit owners cannot withhold payment of their condominium fees if they are displeased with the Board of Directors, the Property Manager or other unit owners. In Ontario, the condominium corporation can register a lien on your unit if you do not pay your share of the common expenses. This means the corporation may have the right to sell your unit to recover the money it is owed. At a minimum, all the costs that the corporation has incurred to collect your fees will be charged back to you, with interest.

WHAT'S MY VS. THE PROPERTY MANAGER'S RESPONSIBILITY TO MAINTAIN?

Most condominiums corporations contract out the day-to-day operations of the condominium to a property management company ("**Property Manager**") under the direction of the condominium's Board of Directors. The cleaning of common areas; payment of common element utility bills; operation and maintenance of the domestic hot water and heating and air-conditioning systems; snow and garbage removal; and the collection of monthly maintenance fees typically fall under the jurisdiction of the Property Manager.

There are usually limits on the Property Manager's authority. For example, anything that requires a major expenditure, or an expenditure not accounted for in the annual budget, may have to be approved by the Board of Directors. **The Property Manager is not responsible for items or operational problems within individual units**, unless they are related to the common elements (e.g. heating systems, roofs, windows, exterior walls).

You as the condominium unit owner are responsible for some maintenance duties, and the condominium corporation is responsible for others.

Maintenance duties for the unit owner typically include:

- Internal unit plumbing, appliances, heating, air conditioning or electrical systems that are contained in and serve only that unit
- Cleaning window surfaces that are accessible from outside the unit (i.e. where there is a balcony or terrace)
- Cleaning some parts of the common elements like balconies and patios that are assigned to or for the exclusive use of the unit holder.

Maintenance duties for the condominium corporation typically include:

- Common area plumbing, electrical and heating and air-conditioning systems
- Roof repairs
- Window and door repair and replacement
- Landscaping
- Upkeep of recreational amenities and parking areas
- Any other part of the property that is not part of a unit

Sometimes the responsibility for maintenance and repair can be shared. For example, a heating and air conditioning (HVAC) system may be part of the common elements, but the unit owner may be responsible for some tasks such as changing filters.

Please contact the Property Manager if you have any questions about your maintenance responsibilities.

HOW DO I GET A COPY OF THE DECLARATION AND BY-LAWS?

As previously mentioned, your condominium's Declaration and By-laws will be provided to your solicitor after the condominium is registered.

ARE THERE ANY RESTRICTION ON RENTING OUT MY UNIT?

Many condominium buyers purchase their units as an investment with the intent to rent them out. While most condominium corporations allow owners to rent their units to third parties, there are typically a few steps that you need to take before doing so. This information is available from the Property Manager. Most importantly, the Property Manager must always be aware of who is living in the unit and their contact information should there be an emergency.





C. NICHOLAS INFORMATION & AMENITIES

C.1 BUILDING ADDRESS

>	Nicholas Residences
75 St. Nicholas Street Toronto, Ontario M4Y 0A5	

Please note that your mailbox is located in the mailroom behind the concierge desk.

C.2 LOBBIES, ELEVATORS AND CIRCULATION

The lobby is located on the north west side of the building at 75 St. Nicholas Street. There are three elevators in the building and five levels of underground parking.

C.3 AMENITIES

BUILDING AMENITIES	LOCATION
Study. To be used as customer service for the 1st year of building operation, or as long as deemed needed by property management, and then converted in to office space.	On the west side of the building off of the lobby
Fitness. Gym, with weights, cardio and yoga area, along with washrooms.	2nd floor, south east of the elevators
Theatre. Large screening room to watch movies and special events.	2nd floor, north east of the elevators
Meeting Room. Large conference table ideal for small group meetings and discussions.	2nd floor, north east of the elevators
Lounge and Multipurpose Room. Play pool, cards, host a small get together or simply lounge and read a book.	2nd floor, overlooking the lobby
Property Management Office. Hours to be determined.	2nd floor, south of the elevators
Party Room. Large party room with full kitchen, dining room, and lounge area.	4th floor, south of the elevators
Outdoor Amenity. Over 2300sf of exterior amenities, including 2 BBQs, a chef prep area, lounges, reflecting pool and double sided fireplace	4th floor, south of the elevators with access through the party room

Your condominium board will set the rules for reserving and using the building's amenity spaces. All amenity areas are accessible using your key fob (see below under Security).

C.4 VEHICLE PARKING

Resident Vehicle Parking

Parking at Nicholas is located on **P2 to P5 off of St. Mary Street**. In the interest of fairness, parking spaces have been allocated randomly; if not provided to you already, your allocated space will be provided to you on interim closing.

- To enter you must use the garage transmitter provided to you on occupancy. When you are using your transmitter for the first time, please note that the button must be pushed twice.
- The residents parking is separated from the visitors parking by a second gate for added security.
- To exit you **simply approach** the overhead garage door and it will automatically open.

Visitor Vehicle Parking

There are 16 visitor parking stalls and two car share spaces.

To gain access to the parking garage, visitors should use the intercom located on the wall at the parking garage to call the concierge during the hours he or she is available. During other hours, the telephone entry system in the lobby can be used by the visitor to contact the person they are visiting for access. Once inside and parked, the visitor should make their way to the elevator vestibule. In the vestibule they must use the telephone entry system to call the person they are visiting who will push 6 to remotely open the garage overhead door.

The Board of Directors will determine the rules and regulations for the use of the visitor parking spaces.

C.5 CAR SHARE

Nicholas is proud to offer a car share program within the building, starting at the end of 2014. This is intended to be for the use of all Auto Share members, including those in the building. Members who do not live in Nicholas will have limited access **restricted by passcode into the stairwell on the north side of the building and to the underground parking garage**. They will not have access to the lobby or elevators.

Please see the promotional materials included with your Welcome Package for your introductory car share membership offer.

C.6 BICYCLE PARKING

Purchased bicycle lockers are located throughout the parking garage. To access the parking garage, residents who do not own a vehicle parking space (and therefore do not have a garage transmitter to operate the overhead garage door) will use the intercom system as outlined in section C.4.

Visitors can park in the visitor bike parking at grade and on P1.

Please note that it will be strictly prohibited to bring bikes through the lobby, corridors and public areas of the building.

C.7 CONCIERGE

Nicholas benefits from concierge service 18 hours a day Monday to Sunday, from 7:00 am to 1:00 am. The condominium board will have the ability to change the extent and times of your concierge service.

C.8 BUILDING ACCESS AND SECURITY

With your safety in mind, we have included the following security features in Nicholas:

- The building entrances, the elevators, the lobby access points at each of the parking levels, and the various amenity rooms are all equipped with proximity key-tag readers. To unlock a door you simply hold your fob within 1 inch of the reader. The benefit of this system is its ease-of-use as well as its security features, which among other things allow the Property Manager to add and delete entrants, thereby controlling who can and cannot enter the building. Each unit will receive two (2) key-tags. Additional key-tags may be purchased through the concierge. One garage transmitter will also be supplied for each parking unit purchased.
- A telephone entry system is located in the building's main entry vestibules and the parking vestibule on Level 1 of the parking garage. From your suite press 9 to open the front door. You will need a call waiting feature on your phone to accommodate visitors while you are making a call or they will receive a busy signal. The system can be used with any phone line.
- The building entrance vestibules and the Level 1 parking vestibule contain video cameras that allow you to view on your television who you are letting in. This information is available on channel 988 or 998 depending on the type of box Rogers supplies. Please note that you will need to be a Rogers subscriber to make use of this feature.
- Security cameras have been installed at key security points in the building, such that any activity will be recorded as well as visible on camera at the work station located at the concierge desk.
- Access to the parking garage requires either a garage transmitter (which opens the overhead garage door) or a key-tag (which releases the adjacent pedestrian and bike access door). Once inside the parking garage a key-tag (or access by way of the telephone-entry system) is required to access the residential lobbies. Only once someone is inside a lobby will they have access to the rest of the building.

C.8 BUILDING ACCESS AND SECURITY (CONT'D)

Notwithstanding the security features above, building security ultimately relies on resident vigilance. Always watch whether someone is entering the building behind you, and remain at the garage door entrance until the door is closed to ensure no one gains access this way. Finally, do not let in unidentified persons by way of the telephone-entry system.

C.9 RECYCLING SYSTEM

Nicholas is equipped with a “trisorter” recycling system that allows easy separation at each floor of garbage and recyclables. With the push of a button at your floor’s garbage chute door, the system directs itself to the proper container in the ground floor garbage rooms.

It is imperative that you use this system properly, in order not to contaminate the separated bins and defeat the purpose of this recycling facility. Instructions on how the system works are posted in the garbage/recycling room on each floor.

In consideration of your neighbours, please do not dispose of garbage or recycling between 10:00 pm and 8:00 am.

C.10 CONSTRUCTION COMPLETION

When you occupy your unit it is possible that certain floors above you will still be under construction. We anticipate that the balance of the units will be completed by April, 2015, and that final deficiency clean up will continue through the following months. Until such time you should expect workers to be on-site from 7:00 a.m. to 5:00 p.m. on weekdays, and from 8:00 a.m. to 5:00 p.m. on weekends.

Notwithstanding the above, construction work, including fire alarm testing, may take place outside these hours. We apologize for any inconvenience.

Please be advised that we only receive occupancy permits for the floors we are occupying, and as such you or anyone you've brought on-site are not permitted to enter any unoccupied floor. We have instructed our construction manager to strictly enforce this rule.



D. THINGS TO KNOW ABOUT YOUR CONDOMINIUM UNIT

This section addresses typical questions from new condominium owners, and provides some tips on maintaining your condominium unit and its components. The information is by no means exhaustive. Should you have more detailed questions about any of the items listed, or questions about other aspects of your unit, please contact your Property Manager directly.

THE BARE MINIMUM
Complete and mail in your appliance warranty cards .
Arrange for your own contents and upgrades insurance (this is not covered in the condominium building insurance that is part of your condo fees). See D.4.2 below for information on pre-arranged insurance packages.
Complete and submit your Toronto Hydro utility billing application form (see D.1.5 below) and keep them updated if ownership or tenancy changes.
Your heat pump and ERV both have filters. This filter should be replaced every three months. Both of these units also have condensate drains and these should be checked for any blockage each time the filters are changed. Note that the condominium corporation may put in place a program to do this, but it is ultimately your responsibility.
Do NOT use soap, ammonia-based cleaners, vinegar or detergents on your hardwood flooring and never pour water (or allow it to pool) on the floor. To clean hardwood floors use a lightly damp cloth and/or a proper wood cleaner.
Use only liquid non-abrasive cleaners on ceran-top stoves, bathtubs, countertops and stainless steel sinks.
Shut-off valves control water flow to individual plumbing fixtures and appliances. In the event of leak from a fixture or appliance, immediately shut off the valve to it.

D.1 MECHANICAL AND ELECTRICAL SYSTEMS

D.1.1 Heating and Cooling

The heating and cooling for your unit is supplied by an **energy efficient heat pump system** located in the suite. Heating and cooling are controlled by setting the desired temperature on your **wall mounted thermostat(s)**.

If your heating or air conditioning is **not working**, check the circuit breaker in your electrical panel (see D.1.4 below). If the breaker is off or "tripped", switch it on. If it is on, switch it off for 30 seconds and then switch it back on. If the heat pump does not start working, please contact the Property Manager.

Your heating and cooling system will work most effectively if you keep the following points in mind:

- The system is a "closed" one in that it recycles air within your unit. Warm or humid air from outside disrupts this process, so you must keep all windows and balcony doors closed in order for the air conditioning system to be effective.
- Your A/C will not overcome heat gain from direct sunlight. Please ensure that your drapes or blinds are drawn during direct sunlight hours.
- It is far easier for the system to maintain a cool or hot suite than to significantly change its temperature. Therefore, even if you are away during the day, keep the temperature in your suite moderate during that time by running the air conditioning or heating at moderate levels.
- When **outdoor temperatures are low**, it is generally recommended that drapes, curtains and blinds be left in an open position to allow airflow over the windows to help reduce the amount of condensation that may form on windows.
- In order to keep the air flow strong, you need to **replace your heat pump filter every three months**. The filter, which is available in all major hardware stores, is accessed by opening the large panel below your main air vent. Note that the condominium corporation may put in place a filter replacement program, in which case the Property Manager will take responsibility for this task.

Please also note that the air conditioning system in the building is **designed to provide internal unit temperatures of 24°C** (to a maximum of 6-7°C below outside temperatures). Setting temperatures below this level in the summertime may cause the system to become unbalanced and negatively affect air conditioning throughout the building.

D.1.2 Ventilation

The **ventilation** for your unit is supplied by way of an **energy recovery ventilator (ERV)**, which brings fresh air directly into your unit from the outside. While you are at home, the ERV will run on a continuous basis at low speed. You can increase ventilation by turning on the **dedicated ERV switch**, which is the **second switch** in your bathroom adjacent to the light switch.

D.1.3 Plumbing

Individual **shut-off** valves control the water flow to sinks, the dishwasher, the washing machine and the toilet in your unit. In the event of a **leak** with any of these, the first step you should take is to interrupt the water supply by turning off the appropriate shut-off valve. We strongly recommend testing all shut-off valves upon your occupancy. It is good practice to shut off the water supply to the washing machine when it is not in use.

The supply of water to your unit generally is controlled by a **main shut-off valve** located in either your kitchen or bathroom. Any leaks beyond the individual fixtures or appliances as discussed above should be immediately stopped by turning off these valves.

D.1.4 Electrical System, Switched Receptacles and Outlets

Your electrical panel contains individual **breakers** that control separate circuits. These breakers are marked to help you identify which breaker controls which appliances, outlets or other services. If any electrical service in your suite is not working, you should first check your electrical panel. If you do not know the location of your panel, or do not feel comfortable with how breakers function, please ask the Property Manager to give you a demonstration.

Your suite is equipped with ceiling light fixtures at the entrance way and/or hallways, and track lighting over the kitchen. We do not supply dining room fixtures as this is a personal decor decision.

D.1.5 Energy, Electricity and Water Metering

As part of the Nicholas’ commitment to the environment, each unit comes with electricity sub-meters. Toronto Hydro will be reading your meters and billing you directly for the electricity consumed in your unit. It is therefore essential that you **review the Toronto Hydro information materials and submit the application form included with this Welcome Book, prior to your move-in.**

For more information on metering in your unit, please contact:

>	Toronto Hydro Customer Care
T	416.542.8000

D.1.6 Telephone / Cable / High Speed Internet

Please note that **you are responsible to initiate telephone, cable, and internet services.** Bell and Rogers offer a range of bundled services for you to choose from. Included with this Welcome Book you will find promotional deals exclusive to Nicholas purchasers from both providers.

D.2 KITCHEN APPLIANCES

As part of your Nicholas purchase you have received new brand named appliances. User guides and warranty information for these appliances are located in the respective units. It is **your responsibility to mail in warranty registration cards to the manufacturer**. Failure to do so may negate the manufacturer's warranty.

If there is a problem with one of your appliances when you move in, it may be because it has not been properly hooked up. Please contact Nicholas Customer Service (contact information in Part A) to arrange for the matter to be investigated.

If a problem arises with an appliance after it has been functional and it appears that the problem is with the appliance itself (as opposed to its hook-up), or if you need additional parts or want more information on how to use an appliance, you should contact Transglobal Appliance Service. **Please note that they may request an invoice number, which was not issued as appliances were delivered in bulk to the building.** Reference the builder name “Nicholas St. Mary Inc.”, the project name “Nicholas” and have your occupancy date ready to disclose. Please note that your warranty begins on your date of legal occupancy.

>

Kitchen Appliances

Transglobal Appliance Service
T 905.696.3462

D.3 COMPONENTS AND FINISHES

D.3.1 Walls

Some slight cracking, nail ‘pops’ and/or seams may become visible on drywall walls and ceilings. These occurrences are considered normal, and are a part of a homeowner’s normal maintenance and repair. Popped nails do not alter the strength of the wall and should be left alone until time to repaint.

The following wall colours have been used in your unit:

BENJAMIN MOORE OC-65 Chantilly Lace
FINISHES: BASEBOARDS AND DOORS ARE SEMI-GLOSS, WALLS ARE EGGSHELL AND CEILINGS ARE FLAT/SMOOTH.

D.3.2 Wood Flooring, Stairs and Half Walls

Hardwood Flooring

We have installed an engineered hardwood or high performance laminate floor in your unit, depending on your selection. This product will maintain its excellent appearance provided that it is properly cared for and maintained. In this regard you should ensure the following:

- **Be careful of scratching.** Never drag furniture or heavy appliances along the floor. Be sure to support these with casters or glides.
- Never pour water or allow it to pool on the floor, and **immediately blot up spills** or spots using a lightly damp cloth.
- Sweep or vacuum your floor on a regular basis to prevent dirt and grit from harming it
- Use mats or area carpets in high traffic areas
- Maintain normal interior humidity levels (45 to 60% in the summer; 35% to 50% in the winter).
- **Do not use wet mops**, wax conditioners, acrylic wax, steel wool, soap, detergents, ammonia-based cleaners or vinegar on the floor.

Wood floors will respond noticeably to changes in humidity level in the home, especially in winter. When a floor is new, small splinters of wood may appear; dimples or scratches can be caused by moving furniture, or dropping heavy or sharp objects. Bubbles, scratches, and/or minor dirt and debris appearing in the finish of a wood floor are typical and within normal construction standards. Some shrinkage or warping can be expected, especially around heat vents or any heat producing appliances.

D.3.3 Cabinets, Countertops and Backsplashes

Cabinets

Your kitchen and bathroom cabinets are made of medium-density fibreboard (MDF) with a low pressure laminate finish. MDF is a popular product to use as it does not expand and contract as much as solid wood, which allows your cabinet doors to remain aligned and looking new. That said, the paint finish can chip if hit hard enough.

The ‘flip-up’ doors in the kitchen are designed to stay in place when you lift them up. If you find that they are not staying in place you can tighten the hinges with a 4mm Allen Key (Hex Key). Similarly, any swing doors on cabinets can be adjusted with a Phillips screwdriver.

Should you damage a cabinet door and need to replace it, please contact the manufacturer’s customer service department.

>

Cartier Kitchens

T 905.760.1736

D.3.3 Cabinets, Countertops and Backsplashes (Cont'd)

Countertops

Stone countertops are in the kitchens and bathrooms at Nicholas.

Always use a cutting board to protect your countertops when your prepare food. While minor scratches that can result from cutting food may not be noticeable at first, in time they will dull and mar the luster of the finish.

>	Rockford Tile
T	416.663.6317

D.3.4 Doors

Swing Doors

The doors and doorframes in you home are typically made of painted wood. Wooden doors are subject to expansion and contraction with changes in heat and humidity. The result can be warping and sticking. This is normal and may correct itself as conditions change. You should allow your home to go through at least one dry and damp season before you make any permanent changes.

TOUCH-UP COLOUR FOR SWING DOORS BENJAMIN MOORE OC-65 Chantilly Lace (SEMI GLOSS)

D.3.5 Caulking

Over time, normal wear-and-tear and the expansion and contraction of materials will loosen caulking or cause some materials to separate. You may notice this where drywall meets concrete, or where tile grout meets a tub. We will ensure that cracks or areas where two materials meet are properly caulked when you take occupancy. Maintenance of caulking after this time is your responsibility.

D.3.6 Condensation

Condensation may appear in wintertime at your windows or window sills, resulting from high humidity within the unit, low temperatures outside, and poor ventilation at the window area (such as when your blinds are drawn). Condensation tends to be worse in a building during the first few years after completion, as a result of the release of moisture initially trapped in the concrete and the newly finished drywall. You should anticipate that there will be some condensation initially at Nicholas.

Please take the following steps if condensation issues appear in your unit:

- Leave drapes, curtains and blinds either fully or partially open to allow airflow over the windows;
- Vary the ventilation in your unit or make use of a dehumidifier;
- Always use your fan hood when cooking; and
- If you plan to be away from your unit for an extended period during winter, do not set the temperature in your unit significantly lower than your normal temperature.

D.4 NON-PHYSICAL ELEMENTS OF YOUR UNIT

D.4.1 Pets

Nicholas' condominium declaration allows unit owners to have a maximum of **two (2) household pets** (defined as a dog, cat, caged bird or fish), including a maximum of **one (1) dog**. The Board can make rules pertaining to household pets, and also require that a disruptive pet be permanently removed from the building.

D.4.2 Insurance

As a homeowner, it is your responsibility to obtain a condominium homeowner's insurance policy that covers contents and upgrades, which the condominium corporation's insurance does not provide. Condominium insurance is different from non-condominium insurance so it is important that your broker is aware that you have purchased a condominium.

Building Insurance

The Condominium Act requires that the condominium corporation obtain insurance coverage for all units in cases of major perils such as fire, flood and smoke damage. The cost of this coverage is included in your monthly condo fees. The condominium corporation's insurance covers the units as they were architecturally designed to the builder's specifications only. The Corporations' insurance covers the full replacement value of units and common elements. But **any upgrades you acquired and all of your personal property are excluded from the condominium's policy.**

Homeowner Insurance

You are responsible for obtaining insurance for appliances, upgrades and personal property, such as furniture, clothing and electronics. It is recommended that all owners obtain minimum insurance coverage as follows: \$1,000,000 liability insurance, contents insurance, betterment and improvements insurance, loss assessment and contingency insurance.

If you are renting your suite it is suggested that you obtain coverage to cover your contents, liability, appliances, betterment and improvements. A tenant would be responsible in obtaining a specific tenant content insurance package.

D.4.3 Window Coverings

Your choice of window coverings has a significant impact on the look of the building. In order to maintain a clean, upscale appearance of the overall Nicholas development, the condominium Declaration requires that any window coverings you install be proper blinds or curtains, and that they be white or off-white in colour, or have a backing to this effect.

If you are installing your own sunshades or blinds, you should note that the exterior windows are made of glass that require adequate ventilation to reduce stress. Therefore, when installing your shades, you should ensure that the shades when lowered are at least two inches away from the glass and one inch from the mullions (metal pieces). In addition, when lowering your shades you should always leave at least one inch open at the bottom near the sill.

D.4.4 Outdoor Furniture Restrictions

As with your window treatment, the look of what you place on your balcony or terrace also has a significant impact on the overall look of the building. As a result, the condominium declaration includes the following restrictions on balcony and terrace use:

- You are not allowed to store any materials, including bicycles, on the balconies or terraces; and
- You may not hang items off the balcony or terrace railings, including plantings, lights or signs.

D.4.5 Suite Keys

In accordance with the Declaration all suite entry doors are on one master key. The master key system allows the Property Manager to gain immediate access to your unit in case of emergency, fire, or flood. Prior to changing your lock please contact the Property Manager to ensure that your lock remains on the master system. The cost to have the lock re-keyed to the master will be at your expense.



E. CUSTOMER SERVICE

SUMMARY
To ensure that we can provide a high level of customer service, we have set up an on-site customer service office . See below for details.
All communication with us, to be official, must be in writing .
When we need to make a service call in your suite we will leave a customer service tag on your suite door and/or send you an email requesting access. Please ensure you mark the appropriate box on the tag and sign it. We will not enter your unit without consent.
After we complete a service call we will leave a door tag and/or email advising if we think the work is complete. If you are not satisfied with work we believe is completed, please notify us within seven (7) days , otherwise we will assume that it is fine.
Only Tarion's 30 Day and Year-End Forms are official statutory forms. If you have a warranty issue it is your responsibility to submit these forms to Tarion on time .
Tarion's warranty rules are strict and it is your responsibility to understand them. Please review the Tarion Homeowner Information Package which you should receive at your Pre-Delivery Inspection.

E.1 CUSTOMER SERVICE OVERVIEW

We are committed to providing you with an excellent new-home product. While our aim is for you to have a deficiency-free experience with us, we know that this will not always be the case. The role of our **Customer Service Program** is therefore to ensure that we provide you with a timely and thorough response to any issues or concerns you may have pertaining to workmanship or materials in your unit.

Our goal is to address deficiency items noted on your original **Pre-Delivery Inspection** prior to your move-in. Once you have moved in, it is our policy to deal with urgent items (such as water leaks or electrical issues) immediately. Other warrantable deficiencies will be addressed within a reasonable time period as defined by your Tarion Warranty. Items that are of a cosmetic nature only and not identified during the PDI may not be accepted as warrantable items.

E.2 INSPECTIONS

E.2.1 Pre-Delivery Inspection (PDI)

Approximately two to four weeks before moving in you will have a **Pre-Delivery Inspection** of your unit. At this inspection one of our Customer Service Representatives will inspect your unit with you to note any deficiencies and go over certain features and functions that you need to know. You will also at this time receive your **Tarion Certificate of Completion and Possession**. Your possession date will be noted on the form as the date on which you take Interim Occupancy of your unit.

E.2.2 30-Day Inspection

Approximately three to four weeks after you move in you can again meet with one of our Customer Service Representatives to conduct a 30-Day Inspection. At this inspection you will hopefully sign off on any remaining deficiencies, which by this time should have been remedied. **If you do not wish to have a 30-Day Inspection, please notify us either by email or in person at the Customer Service Office** (see below).

After you move in, you may notice certain **deficiencies that were not identified during your PDI**. Within reason we will gladly rectify these deficiencies. Please do not raise these additional deficiencies, if any, with our on-site personnel. Instead, please make a note of them and they will be reviewed during your 30-Day Inspection.

In the event that there are **deficiencies that cannot wait** for the 30-Day Inspection, such as appliances that are not properly hooked up or do not work or leaking bathroom fixtures, please contact Customer Service immediately.

E.3 PROCEDURE FOR SERVICE WORK AFTER MOVE-IN

E.3.1 On-Site Customer Service Office and Representative

To ensure that we are able to properly serve you, we have set up an on-site customer service office. This office will be staffed Monday to Friday, from 8:30 am to 4:30 pm.

While our customer service office may be staffed by different representatives from time to time, our Customer Service Manager, **Tim Chow**, will be the person ultimately responsible for all customer service issues. Please feel free to contact Tim at the adjacent number with any customer service issues.

>

On-Site Customer Service Office

Amenity Room

Ground Floor, in front of elevators

T 416.944.2880

E cs@nicholasresidences.com

E.3.2 All Correspondence to be in Writing

For both your benefit and ours, we ask that all correspondence, requests, concerns and submissions regarding service, whether warrantable or not, be in writing. All such correspondence can be sent by email or by written note to the Customer Service Office above.

E.3.3 Scheduling Service Calls

On receipt of your PDI Form, 30-Day Form or Year-End Form, or a written request or concern, we will make every effort to schedule a convenient time for service work. However, precise time frames are often difficult to gauge when there are multiple trades involved, and we would appreciate your understanding and co-operation if we are late for an appointment with you.

Please be aware that our staff, as well as our trades, will not enter your unit without prior written consent, and if you leave your unit when a service call is scheduled without giving us written consent to enter, we will not be able to complete the service work.

E.3.4 Service Notice

The Tarion Warranty Program requires us to address warrantable issues within a prescribed period of time. During this period it is important that you provide us and our trades with access to your unit.

In order to schedule a service appointment, one of our Customer Service Representatives will put a **service notice tag** on your suite door handle and/or send you an email informing you of the service date and trade(s) requiring access to your home. **Please ensure you mark the appropriate box on the tag (if applicable) and sign it.** This confirms that we have permission to enter your suite and escort the trade or serviceperson to perform the necessary service work. If we do not receive consent we will not enter your unit to perform the necessary work.

Tarion Requirements to Provide Access to your Unit
“When necessary work is required, be sure to give your builder and their trades people access to your home during normal business hours, at a time mutually agreed upon in advance. Failure to do so will jeopardize your statutory warranty rights.”

A service card or email notice will be left in your suite or emailed to you after each service call advising you as to who was in your home and of the nature of the service work performed. The work will be noted as either **Completed** or **Incomplete** or the service person may need to **Order Material**. If you have questions or concerns regarding the service work or you find that the work performed was unsatisfactory, please notify Customer Service in writing within seven (7) days. If notice is not received, the service work performed will be deemed satisfactory and complete and no further action will be taken.

E.3.5 Statutory Warranty Forms (30-Day and Year-End Submissions)

During your Pre-Delivery Inspection, you will identify any damaged, incomplete, or missing items, as well as anything that is not operating properly or cannot be assessed because it is obscured from view or inaccessible. All such items should be included on the **PDI Form**.

The PDI Form is not the same as a **Statutory Warranty Form**, such as the **30-Day** or **Year-End Form**. It is simply a formal record of your new home's condition before you moved in and it will be used by Tarion as a reference for assessing future statutory warranty claims. **You must use a Statutory Warranty Form to initiate the statutory warranty process.** If you find that any of the items listed on the PDI Form have not been repaired or otherwise resolved, you should list them on the 30-Day Form.

30-Day Form

The 30-Day Form is provided in the Tarion Homeowner Information Package given to you at your PDI. Use this form to notify Tarion and us of outstanding warranty items during the first 30 days of possession of your new home.

On this Form, you may include items that were listed on your PDI Form that have not been addressed, as well as new items that you have discovered since taking possession of your home. Tarion will only accept and act on the first 30-Day Form that is properly submitted on time, and only one 30-Day Form may be submitted. If Tarion does not receive a 30-Day Form from you on time, then you will have to wait until the last 30 days of the first year of possession of your home to notify Tarion of outstanding warranty items. **Be sure to also forward us a copy of the 30-Day Form, either in person at our Customer Service Office or by email.**

Year-End Form

The Year-End Form is also provided in the Tarion Homeowner Information Package. Use this form to notify Tarion and us of outstanding warranty items during the last 30 days of the first year of possession of your new home.

You may submit only one Year-End Form. Tarion will only accept and act on the first Year-End Form that has been properly submitted on time. If you miss submitting the Year-End Form on time, then you will have to wait until the second year of possession of your home and you will only be able to report two year warranty items to Tarion at that time. **Be sure to also forward us a copy of the Year-End Form.**

E.3.6 Common Element Issues

If you experience or see a common element problem or deficiency you should write to your Board of Directors via the Property Manager with a copy to us. This will ensure a coordinated approach to resolve these issues.

E.4 CONSTRUCTION PERFORMANCE GUIDELINES

The *Construction Performance Guidelines for the Ontario Home Building Industry (CPG)* is used by us and Tarion when determining whether or not a condition is covered by the statutory warranty. The purpose of the CPG is not to set new standards but to provide advance information as to how Tarion will resolve an issue between a builder and homeowner about defects in work or materials.

The *CPG* provides objective and uniform criteria that set out the minimum performance required in the construction of new homes in Ontario. They relate to work and material deficiencies and complement the Ontario Building Code (where a guideline is not consistent with a provision of the Ontario Building Code, the Code will prevail). The *CPG* is designed to be supplemented by any applicable guidelines or standards produced by industry associations. They do not replace manufacturer warranties.

The *Construction Performance Guidelines* should be interpreted with common sense. They deal only with the most frequent and typical items of concern to homeowners. The *CPG* describe the minimum acceptable performance or condition that homeowners should expect and builders must meet to satisfy the requirements of the warranties described in the *Ontario New Home Warranties Plan Act*.

To download a copy of the *Construction Performance Guidelines* visit tarion.com and click on "Warranty Protection"



F. YOUR WARRANTIES

F.1 SERVICE REQUIREMENTS MANDATED BY TARION

Your new home is registered with the Tarion Warranty Corporation. Every new home in Ontario comes with specific warranty coverage provided by the Builder and backed by Tarion. This coverage, up to \$300,000 per home, begins on your Date of Possession and remains in effect even if you sell your home before the warranty expires.

Tarion was created in 1976 to administer the Ontario New Home Warranties Plan Act that protects new home buyers in Ontario. This law requires every home builder to be licensed and to provide specific warranty coverage with every new home.

Tarion maintains a fund that is used to ensure your warranty is honoured. It also sets **customer service requirements** that have important benefits for you as a new home buyer:

1. Your builder must provide you with a copy of Tarion's Homeowner Information Package at or before the Pre-Delivery Inspection (PDI) of your new home.
2. Your builder is required to guide you through a PDI of your completed home to assess its condition before you take possession.
3. You have a right to complete a Statutory Warranty Form and submit it to Tarion if you are unsatisfied with a warrantable item in your unit.
4. After you submit a Statutory Warranty Form, you have the right to have the warrantable item repaired or the issue resolved within a specific period of time. If an item is not resolved within that time, then you have 30 days in which to contact Tarion to request a conciliation.

The process to deal with deficiencies and warrantable items is detailed in **Section E** above.

Most issues related to the Statutory Warranty are resolved between builders and owners without the intervention of Tarion. When necessary, Tarion will assist homeowners and builders in interpreting the scope of its warranties. More information on the Tarion Warranty can be found in your **Tarion Homeowners Information Package** and at **tarion.com**.

F.2 THE ONE YEAR WARRANTY

The one year warranty coverage begins on the date you take possession of your unit and ends on the day before the first anniversary of this date. For example, if your home’s date of possession is November 1, 2014, the one year warranty begins on November 1, 2014 and ends on October 31, 2015.

The one year warranty provided by the Builder and backed by Tarion:

- Requires that your home is constructed in a workman-like manner and free from defects in material;
- Ensures your home is fit for habitation;
- Protects your home against Ontario Building Code violations;
- Protects against unauthorized substitutions.
- Ensures your home is free of major structural defects.

Knowing what the one year warranty does not cover in your suite is just as important as knowing what it does cover. The following are some examples of what is and is not warrantable:

FIRST YEAR WARRANTY – WHAT’S COVERED AND NOT COVERED		
ITEM	COVERED	NOT COVERED
Walls/Ceilings		Shrinkage cracks due to settlement, and nail pops. As a courtesy, we will repair any shrinkage cracks and nail pops once within the one-year period. Repairs do not include repainting or replacing upgrades.
Doors	Warped or ill-fitting interior doors. Note that normal shrinkage and expansion due to humidity levels will occur and will usually correct itself in the first year.	
Electrical	Defects in materials or installation of wiring, light switches, duplex outlets, electrical panel and breakers.	The addition of breakers or circuits or any alterations to the electrical system by the homeowner voids this warranty item.
Plumbing	Defects due to materials or improper installation for all copper piping, drains, soldered joints and shut-off valves.	Plumbing blockages caused by homeowners
Ventilation	Performance of the kitchen hood fan and bathroom fan(s), provided the fans/filters have been kept free of grease and dirt build-up.	

FIRST YEAR WARRANTY – WHAT'S COVERED AND NOT COVERED (CONT'D)		
ITEM	COVERED	NOT COVERED
Appliances	Appliances are directly warranted by the manufacturers' warranty. Homeowners must deal with the manufacturer directly.	
Common Areas		Common elements and exclusive use common elements (as defined by the Declarations) are not covered under your individual suite warranty. Common area deficiencies should be addressed to the Board of Directors via the Property Manager.

F.3 THE TWO YEAR WARRANTY

The two year warranty provided by the Builder and backed by Tarion covers:

- Water penetration through the basement of a foundation wall;
- Defects in material (including common element windows, doors and caulking), or defects in work that result in **water penetration** into the building envelope;
- Defects in work or materials in the **electrical, plumbing and heating** delivery and distribution systems;
- Defects in work or materials which result in the detachment, displacement or deterioration of exterior cladding (such as brickwork, aluminum or vinyl siding);
- Violations of the Ontario Building Code affecting health and safety (including, but not limited to, violation relating to fire safety and the structural adequacy of the home); and
- Major structural defects.

F.4 THE SEVEN YEAR WARRANTY

Your unit's seven year warranty covers **major structural defects** only.

For further information on Tarion Warranty please contact Tarion at 1.877.9.TARION (827466).

F.5 EXCLUSIONS FROM YOUR STATUTORY WARRANTY

The following is excluded from Tarion's warranties:

- Damage resulting from improper maintenance, such as dampness or condensation caused by failure of the homeowner to maintain proper ventilation levels, or improper operation of a humidifier, hot tub or any other moisture-producing device.
- Defects in materials, design and work that the homeowner supplied or installed.
- Secondary damage caused by defects under warranty. While the defects themselves are covered, the personal or property damage they cause is not. However, homeowner insurance may cover secondary damage.
- Normal wear and tear, such as scuffs and scratches to floor and wall surfaces caused by homeowners moving, decorating, and/or day-to-day use of the home.
- Normal shrinkage of materials that dry out after construction.
- Damage from floods, "acts of God", wars, riots, or vandalism.
- Damage from insects or rodents, unless it is the result of construction that does not meet the Ontario Building Code.
- Damage caused by municipal services or other utilities.
- Surface defects in work and materials noted and accepted in writing by the homeowner at the time of possession.
- Damage caused by the homeowners or their visitors.
- Contractual warranties which lie outside the Act.
- Alterations or additions made by the homeowner.
- Homes purchased from a receiver or trustee may not have warranty coverage.



G. STAYING IN TOUCH

We are thrilled to welcome you to your new home and want to hear from you about your experience with us. In the months ahead you will receive a **questionnaire** from us which will be your chance to tell us what you liked about us and what we can improve on. We look forward to hearing from you.

As well, please be sure to **keep your contact information current with us**. Once your building is registered the Property Manager will not notify us of any address changes on your part, so in order to ensure that you remain on our list, please notify us directly of any contact changes.

Once again, thank you and **welcome**.

>	Urban Capital
	17 Nelson Street Toronto, ON M5V 0G2 T 416.304.0431 E info@urbancapital.ca

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