



ZIGG
223 ST CLAIR WEST

Condo
Homeowner Manual

Congratulations!

On behalf of the Vendor/Declarant, SCP Developments Limited, we would like to take this opportunity to welcome you to your new home at Zigg St. Clair West. New homeownership is an exciting experience and you may have questions about your suite as you transition into your new home. This Homeowner's Manual provides information about your suite finishes, features and systems, including maintenance and care instructions, information about your new condominium community and operational matters.

The customer service team, also known as the Condo Care Team, is the liaison between the Vendor and the purchaser from occupancy closing onward. From the pre-delivery inspection to the expiry of the statutory warranty, Condo Care Team's role is to ensure rectification of warrantable deficiencies and address concerns regarding your home in a timely manner.

Del Property Management Inc. is the Property Management Company engaged to oversee the day to day operations and maintenance of the condominium. As agents for the condominium corporation, they enforce the Declaration, By-Laws and Rules that govern the condominium.

Your new home represents a significant investment and this Homeowner Manual was prepared to help you enjoy your new home for many years to come. Please ensure you pass it along to any future owners of your unit. If you have any questions or require additional information, please do not hesitate to contact the Condo Care Team or the Property Manager, who will be happy to assist you with your concerns.

Sincerely,

SCP DEVELOPMENTS LIMITED
The Condo Care Team

DEL PROPERTY MANAGEMENT INC.



About Madison Group

Madison Group has evolved from a successful family business into a multifaceted company that owns, develops, and manages landmark residential and commercial properties. Madison's extensive portfolio includes mixed-use high-rise projects, low-rise master planned communities, office, retail, prestige industrial, rental, and retirement properties throughout Toronto and New York.

Madison is dedicated to creating vibrant, integrated communities rooted in highly desirable locations that elevate the lifestyle of their residents. Developments are brought to life with innovative architecture, thoughtful design, and strategic partnerships, resulting in dynamic destinations including The Madison at Yonge and Eglinton, ZIGG St. Clair West, 609 Avenue Road, and most recently Nobu Residences Toronto.

Madison continues to set the standard for value, design, and customer service across the Greater Toronto Area with communities that include Cornell Rouge, Greensborough, and Upcountry in Markham; Jefferson Forest in Richmond Hill; Vellore Woods, Legacy, Thornhill Ravines, and Real Towns in Vaughan; Briar Hill City Towns in Toronto, and Frenchman's Bay in Pickering.

Madison's expertise and passion are built on a foundation of more than 55 years and three generations of hard work and commitment to exceptional environments.

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Note: This Manual is intended as a reference guide only and the Declarant will not be liable for errors or omissions contained herein. [May 2018]

ROLES AND RESPONSIBILITIES

Customer Care

The primary role of the Condo Care Team is to schedule the pre- inspection, inspect all in-suite features prior to occupancy closing, answer your questions and concerns about your new home's construction and handle the delivery administration of the Tarion warranty. They will liaise with the construction team and follow up with any in-suite deficiencies and warranty-related items. The Condo Care Team will be located on site from the start of occupancy closings until the condominium is turned over. The Condo Care Team can be reached by phone at 416.238.1429 or by email at Condocare@Madisongroup.ca.

Condominium Corporation Board of Directors

The Board of Directors is responsible for looking after the affairs of the condominium corporation and enforcing the Declaration, By-laws and Rules (the governing documents along with the Condominium Act). On registration of the condominium, SCP Developments Limited will form a Declarant Board. This Board will be replaced by a Board of Directors elected by the unit owners at the Turnover Meeting and then annually thereafter for various terms. The Board will consist of five members. To contact the Board of Directors, please send all communication to the attention of the Property Manager.

Property Manager

Del Property Management Inc. has been retained to manage Zigg St. Clair West. The role of the Property Manager is to deal with the day-to-day operations and condominium-related concerns of the residents. Property Management is accountable to and takes direction from the condominium corporation's Board of Directors. It is directly responsible for the maintenance, appearance and upkeep of the all of the common elements throughout the complex.

The Property Manager will oversee the work of the companies providing maintenance and repair services, retain maintenance personnel, handle the administration of common element deficiencies, collection of maintenance fees, budgeting and financial reporting, resident relations and deal with building emergencies.

The Property Management Office is located on the main floor and will be open Monday to Friday from 9 am to 5 pm and is closed daily for lunch between 1 and 2 pm. Your Property Manager may be reached by phone at 647-345-6710 or by email at zigg.pm@delcondo.com.

If you have an emergency after regular business hours and require management personnel, please contact the Del After Hours Emergency Number at 416-495-8866 and follow the instructions. The operator will know how to contact the on-call Property Manager. You may also contact the Concierge at 647-346-2709.

BUILDING STAFF

Concierge

The Concierge is responsible for protecting the interest of all residents. Their primary functions are control of the vehicular and pedestrian traffic, monitoring of the security cameras, to attend emergencies and to respond to resident requests. As the Concierge personnel are required to be readily available to respond to emergencies, we ask that you do not take up their time with idle conversation or ask to use their telephone.

Superintendent and Cleaning Staff

The Building Superintendent and Cleaning Staff will attend to the cleaning and maintenance of the common areas of the building, testing the emergency generator, moving the garbage bins in and out of the loading areas for pickup and assisting with trade personnel when they are on

site. They will also be assisting with the maintenance of the mechanical systems in the building. Please note that the building superintendent and cleaners have not been retained to do any private work within the individual suites.

RESIDENT INFORMATION

It is imperative for your safety and security that you complete a Resident Information Form, which supplies pertinent information for your Property Manager. It is also important that this information be kept current. Resident Information Forms are available from the Property Manager. We respectfully request that you complete it and return it to Management at your earliest convenience. Please rest assured that all Resident Information is held in the strictest confidence. Upon receipt of the Resident Information Form, the Property Manager will insert your name and entry code number on the directory board/enterphone system.

TENANT INFORMATION - SUMMARY OF LEASE OR RENEWAL

It is also important that you fill out a Resident Information Form for every tenant that resides in your home. This information is imperative for the safety and security of your home in the event we need to contact your tenant for emergency purposes. The Resident Information Form is available from the Property Manager. Management will also require a copy of the lease agreement.

TELEPHONE NUMBERS

EMERGENCIES

Ambulance, Fire & Police

Phone: 911

Poison Control (Ontario Poison Centre)

Phone: 416.813.5900

Building Emergencies (after business hours):

Call the 24/7 Del After Emergency line at 416-495-8866 and the operator will contact Property Management or the appropriate party

SERVICES AND NON-EMERGENCIES

Zigg Condo Care Team

Monday to Friday from 8:30 am to 5 pm (except public holidays)

Phone: 416.238.1429

Email: condocare@MadisonGroup.ca.

Your concerns must be presented in writing.

Del Property Management:

Monday to Friday from 9:00 a.m. to 5:00 p.m. (except public holidays)

Phone: 647-345-6710

Email: zigg.pm@delcondo.com.

Zigg Concierge (Main Lobby)

Phone: 647-346-2709

Toronto Police (non emergency):

Phone: 416.808.2222

City of Toronto:

Phone: 416-392-CITY (2489)

Email: 311@toronto.ca 416-808-2222

TARION:

Please contact TARION, the Ontario new home warranty program at Tarion.com or 1.877.Tarion. You may register with MyHome.Tarion.com and manage all of your warranty information in one secure place to avoid any delays

Utilities - Electricity, Water, Gas

Provident Energy Management

For general enquiries, phone: 416.736.0630

For all billing and account inquiries

Email: customerservice@pemi.com

Email: info@pemi.com

For all other inquiries

Rogers Cable TV, Phone & Internet

phone: 1.888.764.3771

www.shoprogers.com

MOVES & DELIVERIES

Moves and deliveries must be booked by calling or emailing the Property Manager in advance so that the elevator may be protected with moving blankets and placed on service for your convenience. Reservations for moving and/or deliveries are made on a first come, first served basis. Availability of move-in time slots and days may vary from time to time due to scheduled service or repair work within the building. Residents will be advised as to the availability by the Property Manager at the time of booking.

A moving form is to be completed and a security deposit in the form of a certified cheque or money order to the condominium corporation must be provided to the Property Manager. The moving or delivery person must contact the Concierge upon arrival to be directed to the loading area and to have the elevator placed on service. A pre and post inspection of the elevator and associated common areas will take place with the resident present.

We request however, that you be considerate of your neighbours. Please ask the delivery/moving people to remove all cardboard and boxes from the site. If this is not possible all moving material must be broken down and placed in the appropriate refuse or recycling containers located at designated areas on the property.

MAIL SERVICE

Your Mailing Address is 223 St. Clair Avenue West, [*Your Suite #*], Toronto, Ontario M4V 0A5.

Canada Post will deliver all mail to the Mail Room located on the main floor. The Concierge is permitted to accept deliveries of parcels in the resident's absence. However, the Concierge will not accept registered mail, or perishable items such as flowers, fruit baskets, medication, etc. A "parcel acceptance" form is to be completed prior to the acceptance of any parcels.

All residents have been supplied with two mailbox keys. Should you lose your mailbox key, notify Property Management who will instruct you on how to obtain additional keys at the homeowner's expense.

If you intend to leave for an extended period of time, consider having your deliveries placed on hold or make arrangements with a friend/neighbour to pick up your mail. You may also arrange with the post office to hold or forward your mail to a temporary address.

VACATIONS & OTHER ABSENCES

Please notify the Concierge if you intend to leave your suite unattended for extended periods of time. We ask that you include in the information the names of people who are authorized to enter your suite. As well a contact person that we could call in the event of an emergency. We also suggest that you locate and shut-off the water supply to your suite prior to leaving. The main water shut-offs are located under the kitchen and bathroom sinks. In some cases, the water supply for your entire suite can be shut off from one location.

SUITE KEYS

In accordance with the Declaration of your corporation, all suite door keys are on a master key system. The master key system allows us to gain immediate access in case of an emergency fire or flood. Prior to changing your lock please contact Property Management who will provide you contact information for a locksmith who will ensure that your lock remains on the master key system. The cost to have a lock put back on the master key system, should it be required, will be at your expense. Safety chain/double locks, etc., may not be attached to suite entry doors without the consent of the Board of Directors.

OPENING OF SUITE DOORS

In order for Property Management to grant access to any individual suites, whether a resident, a guest or someone serving your suite, Management requires that a waiver be signed in advance, releasing the condominium corporation from any liability. The waiver has been enclosed should you wish to complete it in advance. Additional copies can be obtained from Property Management or Concierge.

RESIDENT PARKING

All vehicles parked within the confines of the condominium, whether they belong to an owner, residents, visitor's or otherwise, must have proper license plates and be in road-worthy condition. Each owner of a parking unit shall provide the Property Manager with license numbers of all vehicles driven by the homeowner, resident or tenant. Only owners, or tenants, are authorized to park on the premises. Always use your designated parking spot. In the event you are unable to park in your designated space for whatever reason, please contact the Concierge for alternative parking arrangements.

Vehicles parked in unauthorized spots will be ticketed and/or towed at the owner's expense. Parking tickets will not be paid or cancelled by the condominium corporation or the Declarant. Please keep in mind that for legal reasons, it is the homeowner's responsibility to remove any unauthorized vehicles found in your designated parking spot.

A garage remote has been provided for each parking stall. The remotes are used to gain entry to the parking garage. If you lose your garage remote or if the remote is broken, notify the Property Manager immediately and arrangements can be made for a replacement which will be at the owner's cost of \$100. You will also be responsible for battery replacement in the garage remote.

The garage door entrance is intended to allow only one vehicle entry at a time. Any driver entering behind another vehicle without using their remote runs the risk of damaging their vehicle and/or the common elements. Please use the remote at all times, even if the garage door is in the open position, in order to reset the timer and to avoid damage.

When entering or leaving the premises, please operate your vehicle safely and drive at a speed of no more than 10 km/hour and adhere to all posted signs.

Residents are not permitted to park in visitors parking at any time.

VISITOR ACCESS & VISITOR PARKING

Visitors to the building may park in the visitor parking spots at the rear of the building. All visitors must report to the concierge, sign in and provide his/her vehicle make, model and license plate number. If parking between the hours of 2 a.m. and 7 a.m. a parking permit must be obtained from the Concierge in order to be allowed to park. Failing this the vehicle of any such visitor shall be tagged and/or towed away at the expense of the respective vehicle owner. The vehicles of owners and/or residents which are parked in the visitor parking area(s) will be tagged and/or towed away at the expense of the respective owner or resident. Resident parking is located on P1, P2 and P3.

Visitors to the building will be required to use the enterphone system located at the entrance in the lobby or rear entrance to gain access to the building.

LOCKERS

If you have purchased a locker unit, the Property Management staff will verify the location and your ownership and provide access to the locker room.

Ensure that all articles stored in lockers are kept within the space you have purchased. Remember that you have purchased the locker itself and not the area above or outside the enclosure. We encourage you to ensure that all items located within the locker room are kept elevated from the floor and/or have all items placed under a plastic cover. The condominium corporation is not responsible for any items that are

damaged as a result of water leakage. Stored items should be appropriately insured. The condominium corporation is also not responsible for any lost or stolen items. Storage of gasoline, propane or any other combustible materials is not permitted.

BICYCLE STORAGE/PARKING

Bicycles are stored at the bicycle owner's risk. Bicycles are not permitted in the common areas of the building.

Visitors are to temporarily store their bicycles at the rear of the building in the bike racks provided.

Bicycle storage for residents are located on the P1 level and restricted to persons residing in the condominium. Bicycle parking assignments will be managed by the Property Manager and based on a first-come, first-served basis. Residents must register their bicycle with the Property Manager. Upon registration, a designated bicycle rack will be made available for use. Any bicycles or locks found unregistered will be removed from the bicycle storage areas and disposed of accordingly.

LOCKBOX RACK

A lockbox rack has been installed on the property as a courtesy by the Declarant to provide an accessible and central location for homeowners and agents to place lockboxes when showing their homes to prospective buyers/tenants. The homeowner or his/her authorized agent must register the lockbox with the Concierge. Each lockbox must be clearly labelled with the name, phone and business card of the agent for easy identification. The use of the lockbox rack is at homeowner/agent's sole discretion and risk. The condominium corporation, Declarant or Property Management will not be held responsible for any theft, damage or any other acts of vandalism caused to the lockbox rack or lock boxes attached thereto.

Please ensure the Lock Box is removed when it is no longer required and advise the Concierge. After 60 days we ask that you renew the lockbox registration with the Concierge otherwise it will be removed and disposed of. All unregistered lock boxes located on the property (e.g., in hallways, stairwells or common element locations) will be promptly removed by Property Management and disposed of at the homeowner's/agent's expense.

COMMON ELEMENT ASSESSMENT PAYMENTS (CEA)

Upon registration of the condominium corporation and final closing of your unit you will be advised by your lawyer to make arrangements for payment of the common element fees ("CEA" Fees). CEA Fees are due and payable by the owner to the condominium corporation on the first (1st) day of each month. Owners should complete the pre-authorized debit form supplied by your lawyer and submit to the Property Management office. Instructions for use are on the form.

When an owner fails to make their CEA payment the Condominium Corporation must take steps to enforce their lien rights as per the Condominium Act. A lien is a claim or charge against property for the payment of a debt or obligation. A lien for CEA fees may be enforced in the same manner as a mortgage.

The lien covers not only the unpaid CEA Fees and interest, but also all reasonable costs, charges and expenses incurred by the condominium corporation in connection with the collection or attempted collection of the unpaid amount. The condominium corporation is obligated to send a "Notice of Lien" known as a Form 14 to all owners prior to registration of the lien.

UTILITIES

Hydro and Water

The condominium will be billed on a bulk basis for utilities. You pay these expenses through common element fees and through sub-metering.

The consumption of hydro-electricity, hot water and cold water by dwelling units are individually check-metered and invoiced directly by Provident Energy Management (the utility monitoring company). Certain dwelling units may also have a gas meter located on an outdoor terrace that will be check-metered and the owner invoiced by Provident Energy Management for any natural gas consumption. You can obtain information about Provident Energy Management from the Property Manager.

All new owners must arrange to open an account with Provident Energy Management and execute such documents or forms and authorizations for pre-authorized payment. If you lease out your suite, the invoices will be sent to the unit owner not the tenant, unless written authorization has been given by the owner directly to the utility company.

Cable Television

Although your suite is pre-wired for television programming, it is your responsibility to arrange for commencement of services.

No television antennae, satellite dish, aerial, tower or similar structure shall be erected on or fastened to any unit or any portion of the common elements (save and except for the telecommunication control unit in the condominium) without the written consent of the Board.

Telephone and Internet Service

Your suite is pre-wired for telephone service installation. However, it is your responsibility to arrange for the commencement of telephone and internet services.

INSURANCE

The condominium corporation's Insurance does not cover a number of items within your suite or your personal belongings. We recommend all owners obtain insurance as follows: liability insurance, content insurance, betterments and improvements insurance, and loss assessment insurance including insurance deductible coverage. If you are renting a suite, it is advised that sufficient insurance is obtained to cover your contents, liability and betterments and improvements.

The suite owner may be held responsible for the condominium corporation's deductible. Should the claim be below the deductible amount, the owner is responsible for the entire cost. Ensure that you are carrying the appropriate coverage for condominium living. We suggest that after settling in you take an inventory of all your contents, and if possible, take pictures and/or videotape the items. If anything is lost or damaged, it is difficult to convince your insurance company of the value.

On a lighter note we would like to advise you that because you live in this building, some insurance companies offer discounts as a result of the security systems and fire alarm system. Enquire with insurance provider whether you qualify for discounted rates.

LEASING OF UNITS – The Condominium Act, 1998 - Section 83

The owner of a unit who leases the unit or renewal a lease of the unit shall, within 30 days of entering into the lease or the renewal, as the case may be, notify the condominium corporation that the unit is leased, provide the condominium corporation with the lessee's name, the owner's

address and a copy of the lease or renewal or a summary of it in the form prescribed by the Minister; and provide the lessee with a copy of the declaration, by-laws and rules of the condominium corporation.

If a lease of a unit is terminated and not renewed, the owner of the unit shall notify the condominium corporation in writing.

A condominium corporation shall maintain a record of the notices it receives under this section. Please complete “Resident Information Form”, a copy of which is available from the Property Management office.

PET OWNERSHIP AND RULES

Pet Washing Room

The Zigg St. Clair West is a pet-friendly community. There will be a pet-washing station (the “Pet Spa”) on the ground floor off the main foyer (with direct street access) and is open daily except when closed for cleaning and maintenance. Residents are advised to clean their pets as necessary before entering into the main building. Pets must be leashed before and after entering and leaving the Pet Spa. Residents who use the Pet Spa will be responsible for the cleanliness of same after their use.

Acceptable Pets

All pets must be registered with Property Management.

In accordance with the Declaration, no animals, reptiles, rodents, livestock or fowl of any kind shall be permitted within any unit or common element other than two (2) pets per dwelling unit, with the term “pet” being defined to only include the following, namely:

- a) a bird that has a wing span not exceeding 24 inches in length and provided same is kept in an appropriate enclosure at all times;
- b) a hamster, a gerbil, a guinea pig, a mouse or similar sized rodent not exceeding 5 pounds in weight and provided same is kept in an appropriate enclosure at all times;
- c) a non-venomous, non-poisonous reptile not exceeding 36 inches in length, and provided same is kept in an appropriate enclosure at all times;
- d) an aquarium of fish not exceeding a 30 gallon/113.6 litre tank; and a dog, a cat, a ferret or a rabbit.

A “service animal” which assists any resident with a disability shall not be deemed to be a pet.

Pets shall not be allowed to defecate and/or urinate upon or within any unit or common element area. Unit owners or residents who are responsible for the care of a pet shall be obliged to clean up any mess caused by said pet immediately thereafter. Every owner or resident who has a pet shall be responsible for immediately disbursing the condominium corporation for all costs and expenses incurred by the condominium corporation to clear or repair any mess or damage.

Pets must be contained within the dwelling unit and must not be allowed to roam free, left unattended on any patio, terrace or balcony or be tethered anywhere within the indoor and/or outdoor common elements. All pets must be on leash or otherwise adequately constrained, or within a cage or carrying case whenever such pets are physically within any of the indoor or outdoor common element areas at all times

GARBAGE/RECYCLING

The garbage/recycling chute room has posted instructions inside. Please take your garbage/recycling to the garbage chute rooms located on the each floor.

All garbage must be properly drained to prevent any undue odour, mess or damage during its passage through the garbage chute located on each floor.

All garbage must be firmly pushed through the chute and not left on the floor or sitting in the chute.

Your garbage/recycling chute is equipped with a bi-sorter:

- a) When the lights are off, the system is on garbage. If you have garbage, simply open the chute door and deposit your bag down the chute (please make sure that your items go all the way into the chute).
- b) For recycling, push the recycling button. When your selection light has stopped flashing – open door and push your recycling through the flap and into the chute.
- c) Wait for the light to go out. Make your next selection and wait for the light to stop flashing.

DO NOT put large pieces of cardboard down the chute as it can cause a blockage. Kindly take the material down to garbage room located on the ground floor and manually dispose it in the appropriate bin. The Concierge will provide access. Cardboard boxes must be broken down prior to disposal. If you require assistance you may contact the building superintendent or Concierge.

Please note that the garbage/organic chute are approximately two feet wide, so please do not put oversize items into it otherwise the system will back up. Cleaning of the chute is time consuming and can be expensive. If it is proven that garbage from your suite clogs the chute and if found your suite will be charged the repair costs.

SMOKING

Smoking is expressly prohibited within or from any common element areas, including any exclusive use common element areas appurtenant to any dwelling unit (whether comprising an outdoor patio, balcony or terrace area, or otherwise).

SUITE ALTERATIONS AND RENOVATIONS

No addition, alteration, or improvement to the common elements, including any decoration or painting of any kind, shall be made to any portion of the common elements, without the prior written approval of the board, and without the execution of an AAI Agreement [as such term is defined in the

declaration of the Condominium, and as contemplated by section 98(1) (b) of the Condominium Act] in accordance with the provisions of the declaration.

Any repair work creating (or likely to cause) any noise or disturbance shall only be permitted within the hours of 9:00 a.m. and 8:00 p.m. Monday – Saturday.

PLUMBING AND ELECTRICITY

Water shall not be left running unless in actual use, and no waste, garbage, rubbish, or noxious or unusual substances shall be disposed into (or down) any toilet, sink, or drain. No garburator, nor any in-suite garbage disposal equipment or system, shall be installed or connected to any plumbing or drainage pipe or system serving any of the dwelling units, unless same is installed or connected by or on behalf of the Declarant. Any costs resulting from damage to plumbing pipes, drains and apparatus resulting from misuse, or from unusual or unreasonable use, shall be borne by the owner who has (or whose family, guests, visitors, servants or agents have) caused such damage.

Owners shall not overload existing electrical circuits and plumbing facilities in their units.

Whenever an emergency situation arises or exists, and the Corporation is required to carry out the unit owner's responsibilities in order to deal with said emergency situation (eg. closing a tap that has water overflowing), so as to prevent (or limit) any damage to property and/or any injury to any person(s), then if such unit owner is unable, unavailable or unwilling to do so, then all costs and expenses incurred by the Corporation in connection therewith shall be recoverable directly from said unit owner.

WINDOW COVERINGS

No residential unit owner or tenant shall install drapes, blinds or similar window treatments in any other colour other than white or off-white backing.

BALCONIES, TERRACES & WINDOWS

No awnings or shades may be erected over or outside of the windows, balconies or terraces. Nothing shall be placed on the outside of window sills or projections, nor upon any patio, balcony and/or terrace railings, without the prior written consent of the board, and nothing shall be thrown or swept out of any windows, doors, patios and/or balconies, nor shall any mops, brooms, dusters, rugs or bedding be shaken or beaten from any windows, doors, patios and/or balconies, nor from any other portion of the common elements. No washing of balconies or terraces, which result in water overflowing or pouring onto any floor(s) below, shall be permitted.

Seasonal furniture is permitted on the balcony/terraces and must be removed and stored during the winter months.

Seasonal plants are permitted provided that they are contained in planters with drainage trays. For safety reasons hanging planters, and planters which over hang the balcony/terrace railing to the exterior are not permitted.

No lights are permitted to be strung or affixed the exterior walls of your balcony/terrace or railings.

Residents are not permitted to throw items over their balcony/terrace, such as, cigarette butts, pop cans, garbage, etc. Throwing cigarette butts over your balcony/terrace is a fire hazard.

Residents are responsible for cleaning their accessible exterior windows and the interior side of the glass panels on their balcony/terrace railings. The Condominium Corporation will be arranging for non-accessible exterior windows to be cleaned. Notice will be sent to residents when this work will be performed.

The contractor will have to enter those suites that have roof anchors on their balcony/terrace so that they can clean the exterior windows below. If the resident is not at home, then the Property Manager will arrange for the Concierge, superintendent and/or cleaner to allow the approved contractor access to your suite to do the work required.

CORRIDORS, DOORS & SUITE DOORS

Corridors may not be obstructed in any manner at any time by doormats, boot trays, strollers, shopping carts or any other objects. Items left in the common corridor will be removed.

The exterior portion of the suite entry door is part of the common elements. Do not affix anything to a suite door e.g., door knockers, signs and seasonal decorations as you will be asked to remove these items or they will be removed

STORAGE

No hazardous, combustible or offensive goods, products, or materials shall be stored or kept in the units or common elements, without the prior written consent of the Board of Directors.

No one shall place, leave or permit to be placed or left in or upon the common elements (including those of which he or she has the exclusive use) any waste, debris, refuse or garbage except in those areas designated by the Board or the Property Manager as a central garbage depository, and only on those days and times as are designated by the Board or the Property Manager from time to time.

No hanging or drying of clothes shall be allowed on (or within) any portion of the common elements, and no pulley clothesline or other similar apparatus shall be affixed to any unit or common element area.

All costs and damages incurred by the condominium corporation as a result of a breach of the rules by any owner shall be borne by such owner and be recoverable by the condominium corporation against such owner in the same manner as common expenses.

PARKING GARAGE

A sealant is installed on the garage floor, which prevents water and road salt, brought into the garage on vehicles, from penetrating into the concrete. These contaminants can cause structural damage to the garage floor and foundation.

If oil leaks or spills of any kind occur, please clean them with soap and water or place an absorbent material on the spot to soak up the spill and clean the area at a later date. Leaks left for any lengthy period of time may result in damage to the garage surface. It is the financial responsibility of the owner of the parking unit to return this surface to its original condition. Repairs to the membrane are expensive and a few minutes of your time could avoid this unnecessary expense.

Vehicle repairs, oil changes and storage of non-functional vehicles or other items are not permitted in the parking units. Parking units are for vehicles only and are not to be used for storage of any other articles. Items left in the garage will be removed and may be discarded without notice.

NOISE

All residents and their guests are requested to have consideration for their neighbours on all sides. Loud music, boisterous parties in overcrowded suites, uncarpeted floors, obnoxious conduct or an unwillingness to restrict such behaviour will result in action being taken by Property Management to obtain compliance. Bumping, banging or drilling on walls or floors especially non-carpeted floors will inconvenience your neighbours. Do not let your suite door slam when closing. Please consider others when entertaining. Should someone show a complete lack of consideration of your right to “quiet enjoyment”, please contact the Property Management office in writing. In emergency situations we ask that you first contact the Concierge. Should the issue still persist then contact the Toronto Police.

SOLICITING

No business solicitation or canvassing is permitted door to door, other than for political elections, within the condominium. Please contact the Concierge should a canvasser be suspected as unauthorized.

COMMUNICATION

Newsletters and bulletins are issued periodically by Property Management to all residents. We will be looking for ideas for newsletters and will be happy to discuss any contributions that you may have.

ZIGG AMENITY AND RECREATIONAL AREAS

Main Level:

Mail Lobby, Concierge, Property Management Office, Pet Spa (with separate entrance), mail room, Exercise Room, Multipurpose/Party Room (includes lounge areas, party room bar, games area, kitchen, dining area) and washrooms.

Second Floor:

Guest Suite

Rooftop Terrace (access from 12th floor):

Indoor bar area, outdoor dining and sitting areas, outdoor fire pit and BBQ areas.

AMENITIES – INDOOR & OUTDOOR

It is understood that use all of the amenities are to be used “at your own risk”.

The amenities are strictly non-smoking areas.

Paid for events and/or parties (namely events/parties that require the selling of tickets) are strictly prohibited. Selected amenities can be pre-booked through Property Management.

The Board of Directors reserves the right to permit exclusive use of any or all of the amenities for in-house activities for the benefit of all residents.

The use of the barbeque facilities and equipment is restricted to the Residents and their guests. The number of guests per suite allowed in the barbeque area shall not exceed 4 people. No booking is required and these facilities are available on a first-come, first-served basis. If there are people waiting to use the barbeque, please be considerate. Each suite should not use the barbeque more than 1.5 hours at a time. Please ensure the gas is turned off after each use, the area must be cleaned up and all garbage must be wrapped, tied and placed in proper disposal containers. Bookings for the barbeque are to be done through the Concierge.

MULTI-PURPOSE/PARTY ROOM

The use of this facility is governed by the terms of the declaration and the room is usable only by those parties and for such purposes contemplated within the declaration.

- a) All multi-purpose room bookings shall be made with the Property Manager or Concierge during regular business hours and should be made no more than twelve months in advance. The Property Manager may request any additional information from any party applying for the use of any Room, as the Property Manager deems reasonable or appropriate in its sole discretion.
- b) Any application form supplied by Property Manager to a homeowner shall be completed in full and signed by the homeowner and returned to confirm booking. The homeowner must be present during booked events. Tenants must receive permission from their landlord to use the Multipurpose/Party room.
- c) The homeowner shall provide a security/cleaning deposit in such sums as the Board may determine at the time of reservation. If the security/deposit is not paid to Property Management by way of a cheque or money order at least two weeks prior to the reserved date, the Property Manager may cancel the reservation.
- d) Subsequent to any event being held, the Property Manager shall determine if any damages have occurred in the rented Multipurpose/Party Room and shall notify the homeowner who rented the Multipurpose/Party Room in writing, as to such determination. In the event that no damage has been caused, the deposit cheque shall be returned to the homeowner who used the Multipurpose/Party Room. In the event that there is damage, Property Management shall be entitled to apply the whole or any portion of the deposit to the cost of repairing or rectifying such damage. In the event that the deposit is insufficient to pay for the damage and cleaning expenses, then the homeowner shall immediately

reimburse the Property Management for all sums expended, in excess of the deposit, in order to repair or rectify the damage and clean the Multipurpose/Party Room.

- e) Reservations must be cancelled no later than (seven) 7 days prior to the reserved date, except in those circumstances where the reserved date falls on a statutory holiday, in which case the cancellation must be made at least one month in advance of the reserved date. Any cancellations within the final month prior to the reserved date shall result in the forfeiture of the deposit.
- f) Noisy or rowdy behaviour is prohibited within the Multipurpose/Party Room. No excessive music levels which disturb the quiet enjoyment of the other Residents shall be permissible.
- g) All functions must be terminated as of midnight and the Multipurpose/Party Room must thereafter be immediately vacated by residents and guests.
- h) The Board of Directors may decide that a security guard must be retained to monitor the ingress/egress from any Party Room or meeting room during the reserved event. The cost of retaining said security guard shall be paid for (or reimbursed by) the homeowner in whose name the reservation has been made.
- i) In no case shall liquor be sold whether for profit or otherwise at any function within the Party Room.
- j) The decision as to what programs may be viewed on the TV shall be decided on a first-come, first-served basis. In the event that normal television programming is requested or desired to be watched by any resident, then the resident who first arrived shall have use of such TV for a period of one hour or until the program they are watching is over, whichever is sooner. Video games are not permitted to be played on the television.

GUEST SUITE

- a) There is one guest suite in the condominium (Suite 200). The guest suite is available by reservation on a first-come, first-served basis.
- b) The maximum stay for a guest within a guest suite is 14 nights. Any stay longer than 14 nights must be approved by the Board or Property Manager.
- c) The guest suite is available for occupancy from 3:00 p.m. on the reserved day and shall be vacated on the scheduled final day of use by no later than 11:00 am.

- d) A security/cleaning charge or deposit may be levied for every day/night of use of a guest suite, in such amount as the Board or Property Manager may determine from time to time.
- e) The resident is responsible for all the costs, damages, losses or liabilities caused or occasioned by his or her guests arising from such guest's use of the guest suite.

EXERCISE ROOM - CLUB ZIGG

- a) Proper attire is required when using the exercise room, and while recognizing the variety of exercise and aerobic outfits, proper decorum must be exhibited in wearing outfits that do not overly expose the wearer.
- b) For safety reasons residents and their guests under 12 years of age are strictly prohibited from the exercise room. Residents and their guests between 12 to 16 years of age must be accompanied and supervised by a resident 18 years of age or older.
- c) A resident must accompany their guests at all times. A maximum of 2 guests per suite is permitted at a time.
- d) Residents and/or guests shall treat all equipment with reasonable care and caution.
- e) Removal of any equipment from the exercise room for any purpose is strictly prohibited.
- f) Weights, mats and exercise equipment must be replaced where they belong after use.
- g) No food or beverage in a glass container is permitted within the exercise room.
- h) All residents and their guests must, after using any machinery or equipment situated within the exercise room, wipe such machinery or equipment clean.

GENERAL RULES

- a) Smoking is not permitted in the common areas of the building.
- b) The consumption of food and beverages is not allowed in the common areas of the building, including, but not limited to, corridors, stairwells, lobby and elevators. Food and beverages are only permitted in the multi-purpose room and outdoor terrace only during an approved function.
- c) Proper footwear and clothing must be worn in the common areas of the building at all times.
- d) Pets are not allowed in Club Zigg at any time.
- e) The cost damages to any of the Club Zigg by a resident or their guests will be borne by the home owner.
- f) Each resident must accompany their guest in Club Zigg at all times.
- g) Cameras and cell phones that can be used to capture images and video recording devices are not permitted in change room, pool area or fitness room.

IN-SUITE ANNUAL LIFE SAFETY INSPECTIONS: FIRE EQUIPMENT & ROOF ANCHORS

The Condominium Corporation will carry out periodic inspections of your in-suite fire and life safety equipment on an as-needed basis. Residents will be provided with notice, by the Property Manager, as to when this work will be carried out. Should the resident not be home, the Property Manager will arrange for the building superintendent or Security Guard to accompany the approved contractor access to your suite. Any suite specific deficiencies will be charged back to the homeowner.

Once a year, the Condominium Corporation will carry out an annual inspection of the roof anchors. If you have a roof anchor on your terrace, a certified technician will be required to enter through your suite to complete the inspection. Residents will be provided with notice by the Property Manager as to when this work will be carried out.

DO NOT TAMPER WITH ANY OF THE IN-SUITE FIRE SAFETY EQUIPMENT (ie: sprinkler heads, smoke detectors, heat sensors and speakers) as this may prevent the equipment from functioning properly and will cause problems on the main fire panel.



Tampering with the life and safety equipment in your suite or in any part of the building can endanger yourself and other residents of the building. Anyone found tampering with the life and safety equipment will be formally charged and/or fined. As well, all costs for any repairs made necessary by such tampering will be borne by the homeowner.

EMERGENCY PROCEDURES

For ambulance, police and fire department: call **911**

When calling outside services, provide the address to the building: **223 St. Clair Avenue West, Toronto.**

FIRE SAFETY

In the event of a "fire emergency", the safe and orderly evacuation of all personnel in the building is of paramount importance. The following procedures are intended to achieve this goal in the event of a crisis, not only from fire, but also from any other physical emergency.

There are smoke alarms, heat detectors and a carbon monoxide detector located in your suite.

You are reminded not to do or permit anything to be done in your suite or bring or keep anything therein which will in any way create a risk of fire. For safety reasons, only artificial, non-combustible Christmas Trees are permitted.

IF YOU DISCOVER A FIRE

- Leave the fire area and take your keys.

- Close all doors behind you.
- Activate the fire alarm by using the pull stations.
- Dial 911 and ask for the Fire Department. Never assume that this has been done. Provide the correct address and location of the fire in the building.
- Use exit stairwells to leave the building immediately.
- **DO NOT USE THE ELEVATORS TO EXIT THE BUILDING.**
- Do not return to your suite until it is declared safe to do so by a fire official.

IF YOU ARE IN A SUITE AND FIRE ALARM IS SOUNDED

- Before opening door, feel the door and handle for heat. If it is not hot, brace yourself against door and open slightly. If you feel air pressure or a hot draft, close the door quickly.
- If you find no fire or smoke in the corridor, take your suite keys, close the door behind you and leave by the nearest stairwell.
- If you encounter smoke in the corridor or stairwell, consider taking the corridor on other side of building, where the stairwell may be clear of smoke alternately return to your suite.

EVACUATION PROCEDURES FOR PERSONS REQUIRING ASSISTANCE

If you or anyone in your suite requires assistance during an evacuation/emergency please complete the specified area on the Resident Information Form. This information will be provided to the Toronto Fire Service in the event of an emergency.

IF YOU CANNOT LEAVE YOUR SUITE BECAUSE OF FIRE OR HEAVY SMOKE, REMAIN IN YOUR SUITE AND:

- Close the door.
- Unlock door for possible entry of fire fighters.
- Dial 911 and ask for the Fire Department. Tell them where you are, and then signal to Emergency Responders by waving a sheet out the window.
- Seal all cracks where smoke can get in by using wet towels or sheets.
- Crouch low to the floor if smoke enters the room.
- Move to the most protected room and partially open the window for air. Close the window if smoke comes in.
- Wait to be rescued. Remain calm.
- Listen for instruction or information, which may be given by authorized personnel over the loudspeaker.

FIRE EXTINGUISHER, CONTROL AND CONFINEMENT

In the event that a small fire cannot be extinguished with the use of a portable fire extinguisher or the smoke presents a hazard to the operator, then the door to the area should be closed to confine and contain the fire. Leave the fire area, ensure the Fire Department has been notified and wait for the Fire Department. Once the pull station has been activated the nature and location of the alarm is automatically indicated on a fire alarm/annunciator panel, located in the main entrance foyer.

To operate a Fire Extinguisher – remember the word **“PASS”**

- P - Pull the safety pin out;
- A - Aim the fire extinguisher nozzle at the base of the fire;
- S - Squeeze the trigger;
- S - Sweep back and forth at the base of the fire until the fire is out.

Fire hose cabinets are strategically located on each floor and in the underground garage.

ELEVATORS

The elevators have a backup system in the event of a power failure. The elevators will return to the ground floor automatically. There are telephones in the elevators that are connected to the fire control room in your building. If you require assistance, please use the elevator phone.

IN GENERAL, OCCUPANTS ARE ADVISED TO:

- Know where the alarm pull stations and exits are located.
- Call 911 - ask for the Fire Department
- Know the correct building address and where you are located in the building.

DO I LEAVE THE BUILDING TO SAFETY OR IS IT SAFER TO STAY WHERE I AM?

The policy of the Ontario Fire Marshal's Office, and the approach widely accepted by the Fire Department, is that the best place to be in a fire is outside the building. If you chose to leave the building, do so as soon as possible.

When you hear a fire alarm, you should make up your mind right away whether to leave the suite or stay. Leaving later may create problems for you because smoke, which contains poisonous gases, may have filled the corridor or the stairwell.

NOTE THAT SMOKE DETECTORS IN YOUR SUITE DO NOT ACTIVATE THE FIRE ALARM SYSTEM HOWEVER UNDER SEVERE HEAT CONDITIONS THE HEAT DETECTORS WILL SEND A SIGNAL TO THE MAIN FIRE PANEL AND SOUND AN ALARM.

FIRE HAZARD

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

- Do not store propane, gasoline or any other combustible material in your locker/suite or on your balcony.
- Do not put burning materials, such as cigarettes and ashes into garbage chutes.
- Do not dispose of flammable liquids in the garbage chutes.
- Never force cartons, coat hangers, and bundles of paper into chute as it may become blocked.
- Avoid unsafe cooking practices, (deep fat frying, too much heat, unattended stoves, loosely hanging sleeves).
- Not use unsafe electrical appliances, frayed extension cords, over-loaded outlets or lamp wire for permanent wiring.
- Avoid careless smoking, use ashtrays, and never smoke in bed.
- Do not leave articles, such as shoes, rubbers, mats, etc., in the building halls.
- Disposal of hot items in the garbage may result in fire. Please ensure when depositing items in your garbage pail that they are properly cooled.

UTILITIES SHUT-OFF

Locate the electric breaker panel in your suite and all water shut off valves. Learn how and when to turn these utilities off. Teach all responsible family members. Keep necessary tools near water shut-off valves.

EVACUATION

Evacuate building immediately if told to do so: see Fire Safety Plan for detailed instructions. For major disasters:

- Listen to your battery-powered radio and follow the instructions of local emergency officials.

- Wear protective clothing and sturdy shoes.
- Take your Emergency Supply Kit.
- Lock your home.
- Use travel routes specified by the local authorities; don't use shortcuts as certain areas may be impassable or dangerous.
- If you're sure you have time:
- Post a note telling others when you left and where you are going.
- Make arrangements should you have a pet

Tarion Warranty Coverage

PDI

A Pre-delivery inspection, also referred to as a PDI, is your first opportunity to view your new home before closing. During the Pre-delivery inspection, Madison Group's customer service representative will guide you through a comprehensive inspection of your new home to assess its condition before you take possession. The customer service representative will highlight the important features of your home's electrical, heating and ventilation, and plumbing systems. We do suggest you focus your attention on the items you selected during the décor appointment such as kitchen finishes, flooring and bathroom fixtures.

Any item that is damaged, incomplete, missing or not operating properly should be noted in the [PDI Form](#) to verify that these conditions existed prior to occupancy. When the Pre-Delivery Inspection is completed, you will be asked to sign the Certificate of Completion and Possession which will confirm the date of possession, the start date of your home's statutory warranty.

30-Day

The date of possession is the date on which your one-, two- and seven-year warranty coverage begins. Within the first 30 days following the date of possession, it is advised that you carefully inspect the condition of your new home, notify the customer service team of any new issues and submit the 30-Day Form to Tarion. Also, if there were any items from the PDI Form that were not repaired by the time you take possession, should be listed on the 30-Day Form. The 30-Day, one- and two- year statutory warranty forms represent homeowner's requests for warranty service and all warrantable items must be addressed by the builder within a specific timeframe. Tarion provides a convenient way to manage your warranty online and provides new homeowner information and resources to ensure a successful new home experience.

Year-End

The one year warranty is provided by the builder and it requires the home to be constructed in a workman-like manner and free from defects in material, fit for habitation, constructed in accordance with the Ontario Building Code and free of major structural defects.

Second-Year

The two year warranty is provided by the builder and it protects against defects in materials that affect windows, doors and caulking and defects in work that results in water penetration into the building envelope; defects in work or materials in the electrical, plumbing and heating delivery and distribution systems; water penetration through the basement or foundation walls; defects in work or materials that result in the detachment, displacement or deterioration of exterior cladding (such as brickwork, aluminum or vinyl siding); and violations of the Ontario Building Code that affect health and safety.

What is “Not” covered under Tarion Warranty?

The following matters are not covered by the statutory warranties:

Normal Wear and Tear

- Normal shrinkage of materials that dry out after construction such as nail “pops” or minor concrete cracking
- Scuffs and scratches to floor or wall surfaces caused by moving, decorating or day-to-day use of the home by the homeowner

Damage Caused by Improper Maintenance

- Dampness or condensation caused by failure to maintain proper ventilation
- Damage resulting from improper maintenance
- Please see the Tarion Homeowner Information Package for information about how to ensure you are properly maintaining your new home.

Damage Caused by a Third Party

- Damage caused by municipal services or utilities
- Damage caused by floods, “acts of God”, acts of civil or military authorities or acts of war, riot, insurrection, civil commotion or vandalism
- Damage caused by insects or rodents, unless it is the result of construction that does not meet the Ontario Building Code

Secondary Damage Caused by Defects that are Under Warranty

- Personal or property damage, such as personal injury, loss of income and other secondary loss associated with warranted defects or repairs. (However, your homeowner insurance may cover such secondary or consequential damage.)

Supplementary Warranties

- Warranties or agreements provided by your builder over and above the statutory warranties. Such matters are between the builder and the homeowner and are not enforced by Tarion

Deficiencies Caused by Homeowner Actions

- Alterations, deletions or additions to the home that were made by the homeowner
- Defects in materials, design or work that was supplied or installed by the homeowner

HVAC Appliances

- The seven year MSD warranty does not extend to appliances that form part of the heating or cooling apparatus, equipment or systems, whether for water, air or other substances, including furnaces, air conditioners, chillers and heat recovery ventilators

What is Common Element?

Common Elements is not included in the warranty of your unit.

The Common Elements Warranty Process

The process for making common elements warranty claims is outlined in detail in [Builder Bulletin 49](#).

The Ontario New Home Warranties Plan Act recognizes the condominium corporation as the "owner" of the common elements and requires the condominium corporation to make warranty claims to Tarion. In most cases, the Board of Directors will appoint a designate to manage the common elements warranty on behalf of the condominium corporation. This includes making statutory warranty claims to Tarion for the common elements and abiding by the required timelines.

The Performance Audit

The Condominium Act requires that a performance audit of the common elements be conducted between six and ten months following the registration of the condominium. The audit determines whether there are any deficiencies in the common elements. The audit is conducted by either an engineer or architect that is retained by the condominium corporation. If a defect is identified, the condominium corporation's representative should ensure that the performance audit is submitted along with the appropriate warranty form to Tarion to begin the warranty process.

Repairs

Similar to the warranty on condominium units, the builder has a specified time to repair the common element items under warranty. If the builder does not repair or resolve all warranted items listed on the form during the initial repair period, the condominium corporation may contact Tarion and request a conciliation inspection to determine whether the items are warranted. If there are any items Tarion determines to be covered by the warranty, it is the builder's responsibility to correct them. If the builder does not complete the repairs in a specified time period, Tarion will work directly with the condominium corporation to resolve the remaining warranted items.

How to Report Emergency Issue

Certain severe conditions constitute an emergency situation. An emergency is defined as any warrantable deficiency within the control of the builder that, if not attended to immediately, would likely result in imminent and substantial damage to the home, or would likely represent an imminent and substantial risk to the health and safety of its occupants. Examples of emergency situations include:

1. Total loss of heat between September 15 and May 15;*
2. Gas leak;*
3. Total loss of electricity;*
4. Total loss of water supply;*
5. Total sewage stoppage;*
6. Plumbing leakage that requires complete water shut-off;
7. Major collapse of any part of the home's exterior or interior structure;
8. Major water penetration on the interior walls or ceiling;
9. A large pool of standing water inside the home; or
10. Any situation where, in the opinion of Tarion, the home is uninhabitable for health or safety reasons.

Call the emergency contact telephone number provided by the builder. (Condominium owners should also contact the condominium corporation's Board of Directors and/or the Property Manager).

YOUR QUESTIONS AND ANSWERS

NOW THAT I HAVE OCCUPANCY

What is Occupancy or Interim Closing period?

Occupancy or Interim Closing begins from the date that the Purchaser is entitled to receive the keys. The period ends once the requirements of registration are satisfied and a deed or transfer of ownership of the units is delivered to the Purchaser.

What is Occupancy fee and how is it calculated?

The Occupancy fee is a payment made by the Purchaser to the Developer during the Interim Closing period: that is from the date of Occupancy until Final Closing, at which time the full amount of the purchase price is paid and title is transferred. The occupancy fee is based upon the total of the following amounts:

- Mortgage Interest: the amount of interest, calculated on a monthly basis on the unpaid balance of the Purchase Price (if any) and irrespective of whether or not you will ultimately be paying cash on the final closing. The interest rate is prescribed by the Condominium Act.
- Realty Taxes: an amount reasonably estimated by the Vendor for municipal taxes on a monthly basis attributable by the Vendor to the Real Property; and
- Maintenance Fee: the projected monthly Common Element expenses for maintenance as described in the Budget portion of your Documents.

How long can I expect to pay the Occupancy fee and how soon after taking occupancy will registration take place?

Although the Declarant attempts to have registration take place as soon as possible, it can take up to a year following the commencement of interim occupancy. Registration usually takes place within six months of the condominium units being occupied.

Does the building have to be fully occupied before registration can occur?

No, however, construction of the Building has to be substantially complete.

May I store personal belongings or have access to my unit before my Occupancy date?

Unfortunately, you may not. The Developer will not accept the legal responsibility or liability for any occurrence, theft, or damage. Homeowners may only begin storing items once interim occupancy has begun and keys have been released to the Homeowner.

What are P.D.I./C.C.P. and Tarion Warranty Corporation?

The Customer Service arranges the Pre-Delivery Inspection (PDI) of your new home. This consists of a walk-through, visual inspection of the unit. It provides you, the Homeowner, with an opportunity to view your new home prior to taking occupancy and to document any pre-possession damages or missing items you may observe. While inspecting your new home for any damages, chips or dents to your finishes, you should also verify that all upgrades and specific selections that you made during your colour selection are in fact installed.

The Certificate of Completion and Possession (CCP) verifies the condition of your unit at the time of the Pre-Delivery Inspection – prior to your taking occupancy. It is important to note that your warranty coverage determined by the Tarion Warranty Corporation **will not automatically warrant damages or missing items if they are not reported during the Pre-Delivery Inspection.** Remember, it is more difficult to establish that the condition existed prior to your moving into your new home, unless clearly specified on the Pre-Delivery Inspection.

It is recommended that you log any new problem as soon as it is detected and report in writing to the Customer Service in time for your new reportable warranty service request.

What are Common Elements?

Common Elements consist of various components, which are jointly shared and owned by all of the Unit Owners who purchased in the condominium project. Typical Common Elements include: mechanical, electrical and plumbing distribution systems; elevators, corridors and stairwells; roof

assembly; building envelope (exterior pre-cast, concrete panels, window panels); parking garage structure and amenities such as party lounge, fitness facilities, landscaped courtyard and entrance. In other words, Common Elements include all areas outside the vertical and horizontal boundaries of each specific residential or commercial unit.

What are Exclusive Use Common Elements?

Exclusive Use Common Elements refer to Common Elements, such as balconies, patios and/or private terraces that are solely used by the Unit Owners and are therefore reserved for their exclusive use. The Corporation and its agents have the right to access Common Elements and Exclusive Use Common Elements via your suite, for the purpose of conducting the Corporation's business.

What is the monthly maintenance fee and what does it include?

The maintenance fee covers your share of all expenses pertaining to the Common Elements areas. Monthly maintenance does not include utilities, cable or telephone. Please refer to the Budget in your Documents for details.

Is it possible to change my locker(s)/parking space(s)?

Lockers and parking spaces are deeded. Legally deeded parking or locker units are difficult to change and therefore the Vendor will not be doing any changes once they have been assigned.

When and what type of insurance do I need? What if I intend to rent my unit?

Insurance is required upon interim occupancy as well as after final closing to cover contents, liability, upgrades and improvements. This includes any upgrades that were purchased from the Builder. Please contact your own insurance agent for this coverage prior to taking occupancy. It remains the owner's responsibility to ensure that proper Homeowner Insurance is in place, even if the unit is being rented.

Please note: Secondary damage resulting from defects such as property damage, as well as personal injury, are not covered under the Tarion Warranty Corporation Act. You should discuss any additional coverage you may require with your insurance provider.

CUSTOMER SERVICE

How long after the Pre-Delivery Inspection can I expect to wait before all the deficiencies have been rectified?

The general industry standard is 120 days from the date of the Pre-Delivery Inspection. However, many deficiencies are aesthetic in nature and can be addressed immediately. In many cases we are subject to the availability of the trades.

Please note: Priority will be given to deficiencies of an urgent nature. It is imperative that there is good communication between the Homeowner and the Customer Service Representative. Communication in writing and following up is necessary to ensure your deficiencies are addressed.

Is the Pre-Delivery Inspection the only opportunity I have to discover and report deficiencies in my unit?

No. Your warranty covers you for various period of time and depends upon the nature of your deficiency. Your Customer Service Representative will accept a 30-Day Form and a Year-End Form during the course of the First year of your warranty coverage. These forms are provided by Tarion. They are set up to allow the Homeowner time to settle in and adjust to their surroundings, as well as allowing the Building to settle following the construction.

How do I reach my Customer Service Representative if I discover further deficiencies once I move into my new home?

Your Customer Service Representative can be reached by telephone (please leave a message) or by email during regular business hours. Kindly refer to the Directory section of this manual for contact information. It is important to remember that all deficiencies must be reported in writing! Leaving a phone message is not considered an official deficiency report and action will not be taken.

Please note: It is essential that you send/give your 30-Day Form/Year End Form to the Customer Service Office. This will ensure that a record of your deficiencies is kept up-to-date and that the appropriate trade is dispatched to your home to address the service order.

Is there a specific procedure that I should follow for reporting new warranted deficiencies that require service?

All deficiencies must be submitted in writing to the Customer Service. During your first year of possession, you have two opportunities to forward your

written Warranty Service Request forms to the Customer Service. Please refer to the section in this Homeowner Manual regarding Tarion 30-Day Form, First Year and Second Year warranty requests.

Does the warranty cover secondary damages that are the result of a construction defect such as a pipe leak that damages hardwood floor and/or personal belonging?

Secondary damages are not covered under the provisions of the Tarion Warranty Corporation. This is why Homeowner insurance coverage is required upon interim occupancy as well as after final closing and should cover contents, liability, upgrades, and improvements. This also includes upgrades purchased from the Builder. Please contact your insurance agent to arrange for this coverage prior to taking occupancy. Subsequent damages resulting from a Common Area may be covered by the Condominium Corporation's insurance coverage.

PROPERTY MANAGEMENT

What is the role of Property Management?

The role of Property Management is to attend to the day-to-day operations of the Condominium Corporation, such as landscape work, cleaning of Common Areas and maintenance. This excludes any in-suite construction deficiencies or Homeowner maintenance related issues. Property Management also works with the Board of Directors to prepare budgets, collect maintenance fees, attend meetings, and enforce the rules of the Condominium Corporation as directed by the Board of Directors.

What is a Performance Audit?

The Condominium Corporation retains a Professional Engineer or Architect to conduct an audit of the Common Elements. The purpose of this audit is to determine if there are any deficiencies in the Common Elements after construction has been completed.

How do I report Common Element deficiencies?

Common Element deficiencies should be reported in writing to your Board of Directors, via the Property Manager and a copy to the Customer Service Representative by simply following the procedures for sending in a Warranty Service Request. This is important in order that we may coordinate a timely resolution to these common area concerns. Some issues may be deemed less critical and will be addressed at the end of construction or as part of the Performance Audit.

What are Registration, Turnover and Status Certificate? How do they affect me?

Registration: The Declaration and description of the lands are registered in Land Titles to create the Corporation as assigned by the Province of Ontario.

Turnover: When the Declarant no longer owns the majority of the units, the Condominium Corporation is turned over to the Homeowners. The Homeowners then elect a new Board of Directors from amongst the unit owners.

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For more information on Madison Group's current, or upcoming communities, please visit our website at [MadisonGroup.ca](https://www.MadisonGroup.ca)

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