

Homeowners Guide



Welcome to your new River City home.

Included in this book is information that will answer questions you may have about living in a condominium, the River City development in general, and your particular River City 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 River City's Concierge service is set out in **Section C.2.8**.

| | |
|---|------------------|
| > | Concierge |
| T | 416.565.0427 |

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.

> Brookfield Property Management

Office to be set up April 2015
with contact details to follow

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**.

> Brookfield Property Management

24 Hour Customer Care Line
T 416.510.8700

CUSTOMER SERVICE

Please address all in-suite Tarion deficiency claims and warranty items to our Customer Service Representative.

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

> Customer Service Office

T 416.862.0527
E CustomerService@rivercitytoronto.com

DEVELOPER

Urban Capital is the developer of River City and has sold your loft unit to you.

If you have any questions with respect to the purchase of your unit or the terms of your purchase agreement, please contact **Ben Rusonik** at the **River City sales office**.

If you have any other questions for **Urban Capital**, please contact **Melissa Rotundo**.

| > | Urban Capital |
|---|---|
| | 17 Nelson Street Toronto, ON M5V 0G2 T 416.304.0431 E info@urbancapital.ca |
| | SALES Ben Rusonik T 416.862.0505 E ben@rivercitytoronto.com |
| | HEAD OFFICE CUSTOMER SERVICE Melissa Rotundo T 416.304.0431 Ext. 229 E CustomerService@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

B.1 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.

B.2 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 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. 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.

B.3 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.

B.4 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, River City's 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.

B.5 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. the pool, 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 swimming pools, 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.

B.6 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.

B.7 HOW DO I GET A COPY OF THE DECLARATION AND BY-LAWS?

As mentioned above, your condominium's Declaration and By-laws will be provided to your solicitor after the condominium is registered and will be held by your property management.

B.8 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.



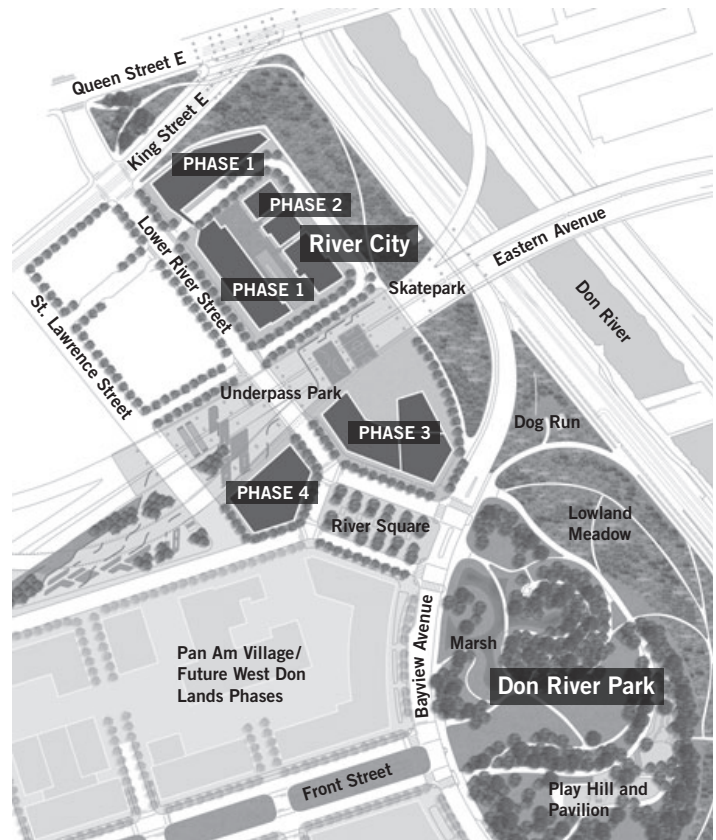
C. RIVER CITY INFORMATION

C.1 THE BIG PICTURE

C.1.1 River City

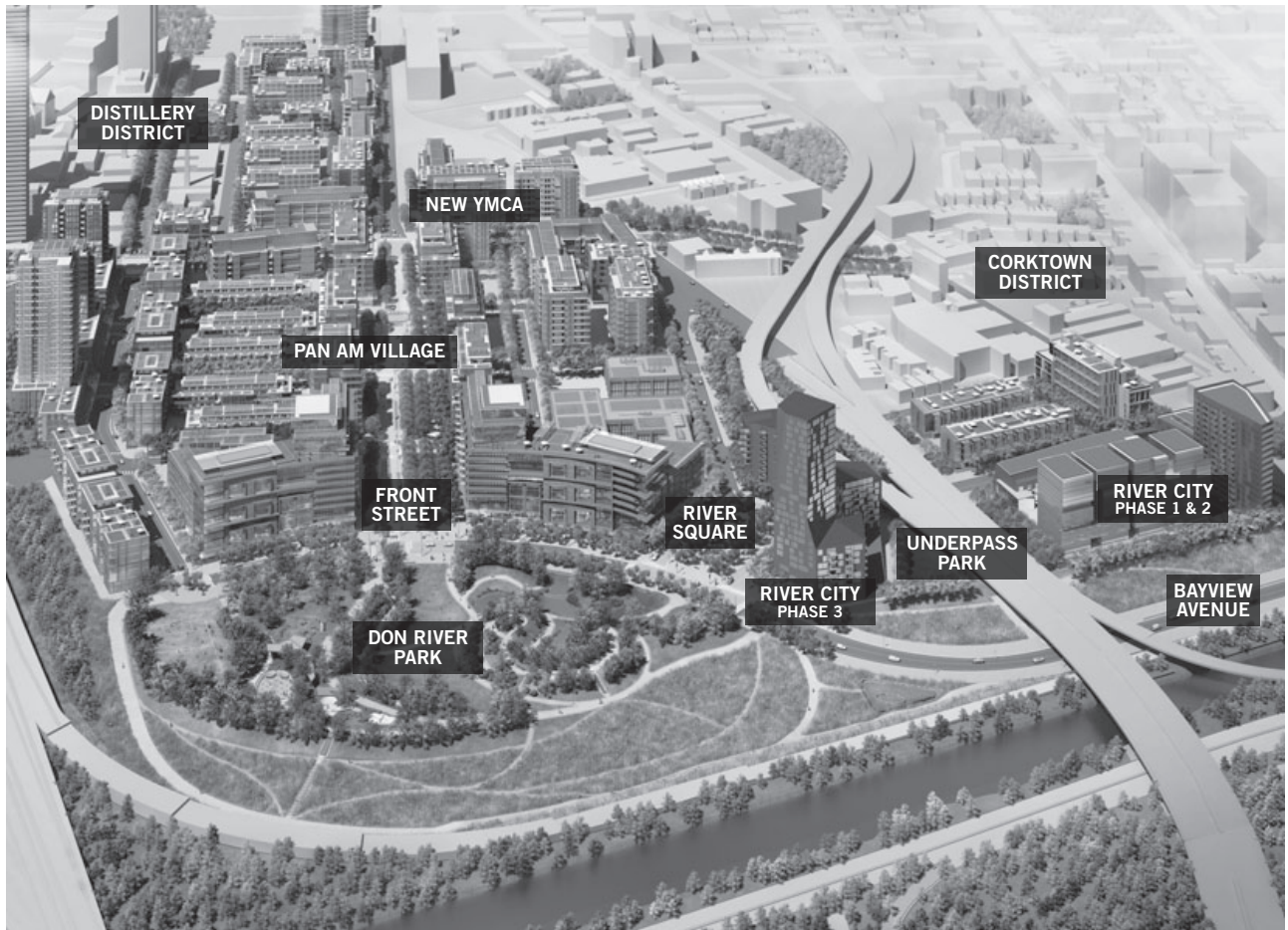
River City is a four-phase, LEED Gold, mixed-use development running north-south from King Street East to Don River Park, and east-west from Lower River Street to Bayview Avenue. Designed by Montreal-based Saucier + Perrotte Architects, it is meant to be an architectural icon anchoring the eastern entry to downtown Toronto.

Phases 1 and 2 of River City are located north of the Adelaide ramps, running from King Street East to Underpass Park, while future Phases 3 and 4 will be located south of the ramps, facing Don River Park and River Square. When fully built out, River City will contain over **1,100 residential units** together with retail stores and townhouses at ground level.



C.1.2 West Don Lands

The West Don Lands is being developed as a LEED ND Gold community that will ultimately contain 6,000 residences, retail stores, offices, a school and community centre, and extensive parkland. The entire development is being master-planned and overseen by Waterfront Toronto. You can learn more about the West Don Lands at waterfronttoronto.ca.



VIEW OF WEST DON LANDS FROM THE EAST



DON RIVER PARK



UNDERPASS PARK

C.1.3 River City Phase 2

Phase 1

The first phase of River City contains a total of 349 condominium units in two buildings connected by a three-storey bridge:

- 16 storey **King Street Building** located along King Street East from Lower River Street to Bayview Avenue, and
- 6 storey **River Street Building** located along Lower River Street.

A **two-storey above-ground parking structure** is located behind the River Street Building, with outdoor amenities located on its roof.

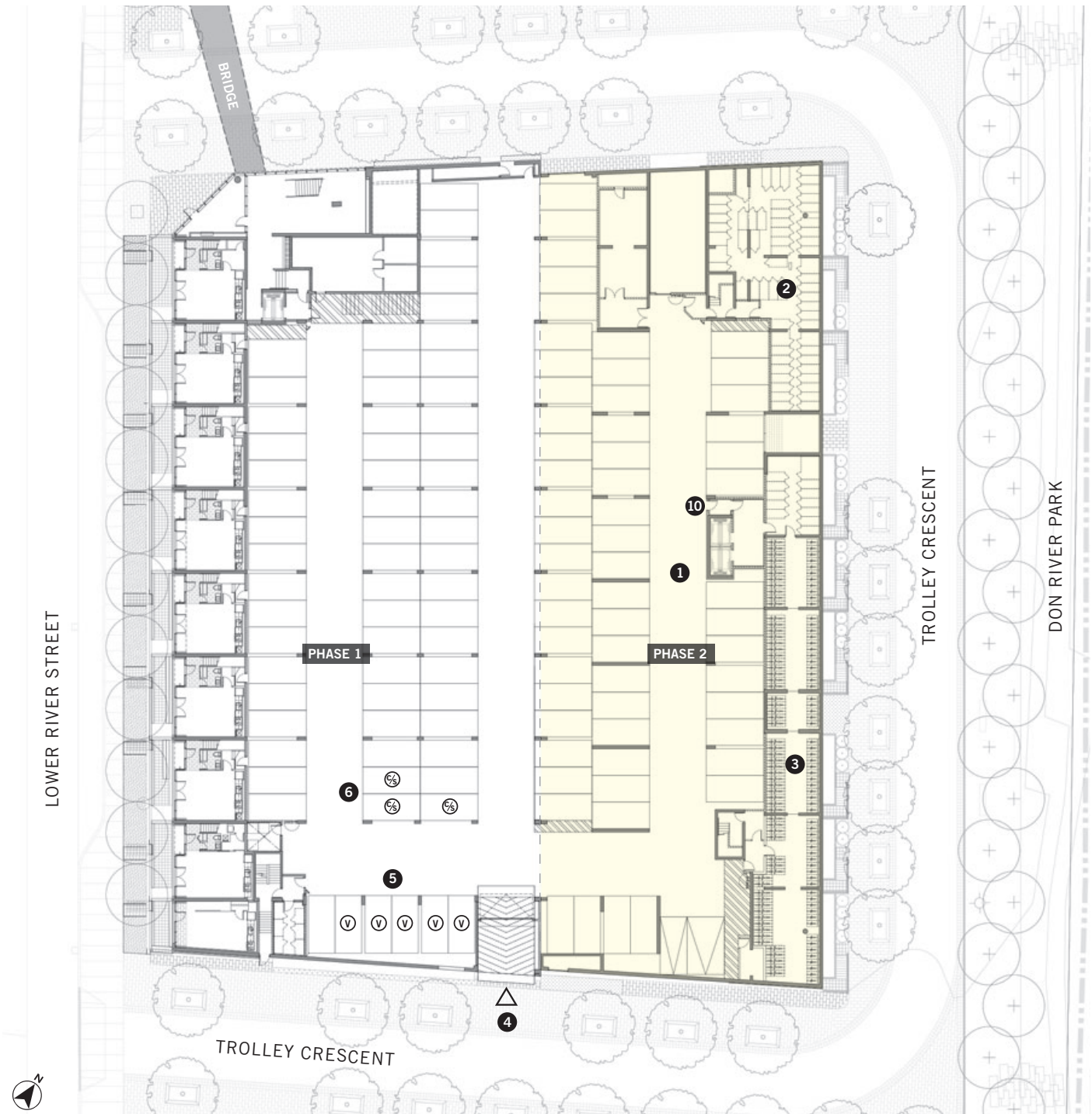
Phase 2

Phase 2 is connected to Phase 1 by way the above-ground parking structure, but is otherwise a stand alone building. It contains a total of 249 condominium units and houses it's own gym, business centre, party room and guest suite. Phase 2 shares its exterior amenity, including a heated swimming pool, with Phase 1.

The plans on the following pages should help you orient yourself around the entire Phase 1 and 2 development.

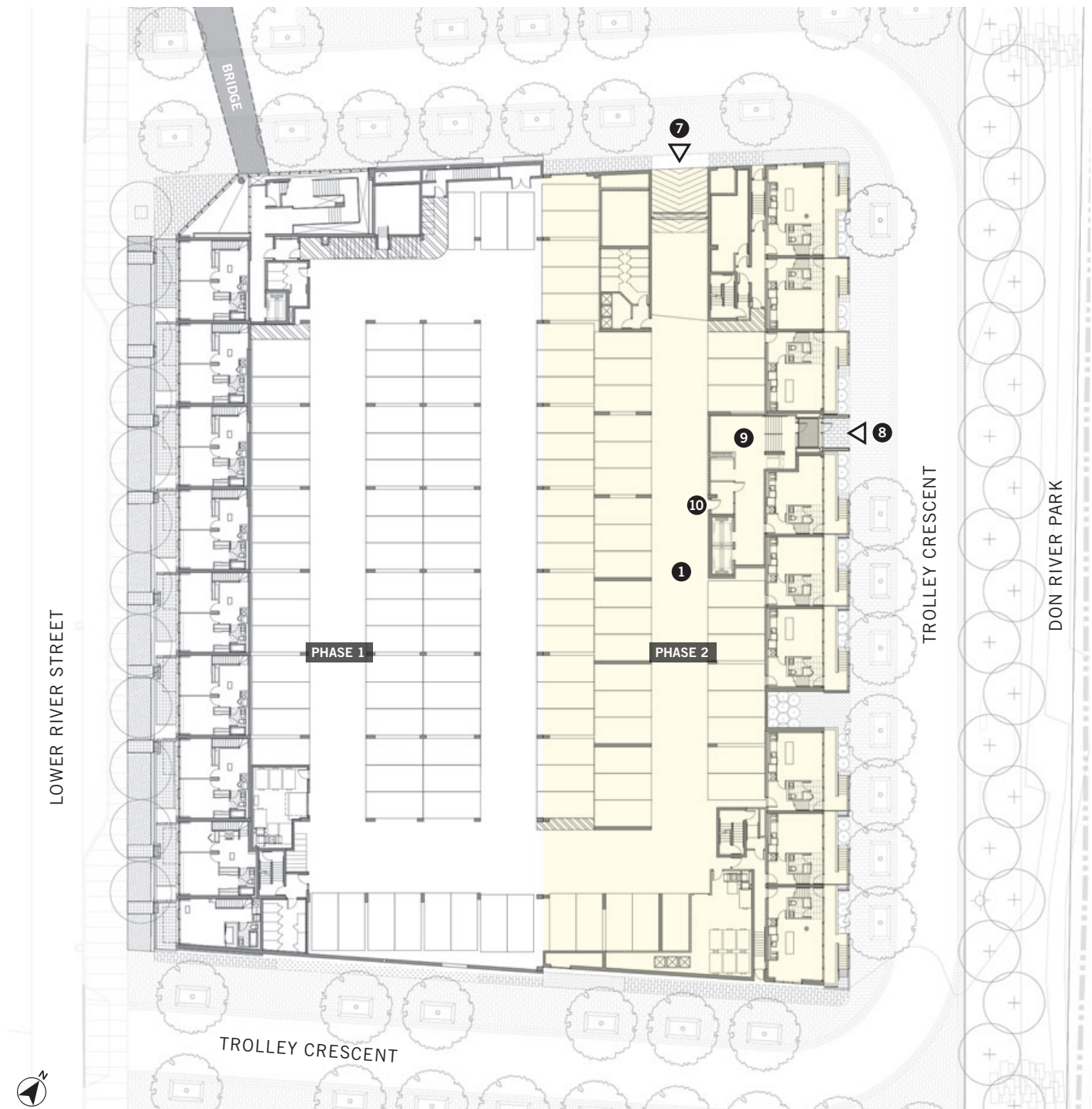
LEVEL 1

- 1 Parking
 - 2 Lockers
 - 3 Bike Locker Room
 - 4 Parking Entrance*
 - 5 Visitor Parking
 - 6 Car Share
 - 10 Parking Vestibule (Visitor Access)
- * See Section C.2.5.



LEVEL 2 (LOBBY LEVEL)

- ① Parking
 - ② Parking Entrance*
 - ③ Lobby Entrance
 - ④ Lobby
 - ⑩ Parking/Lobby Access
- * See Section C.2.5.

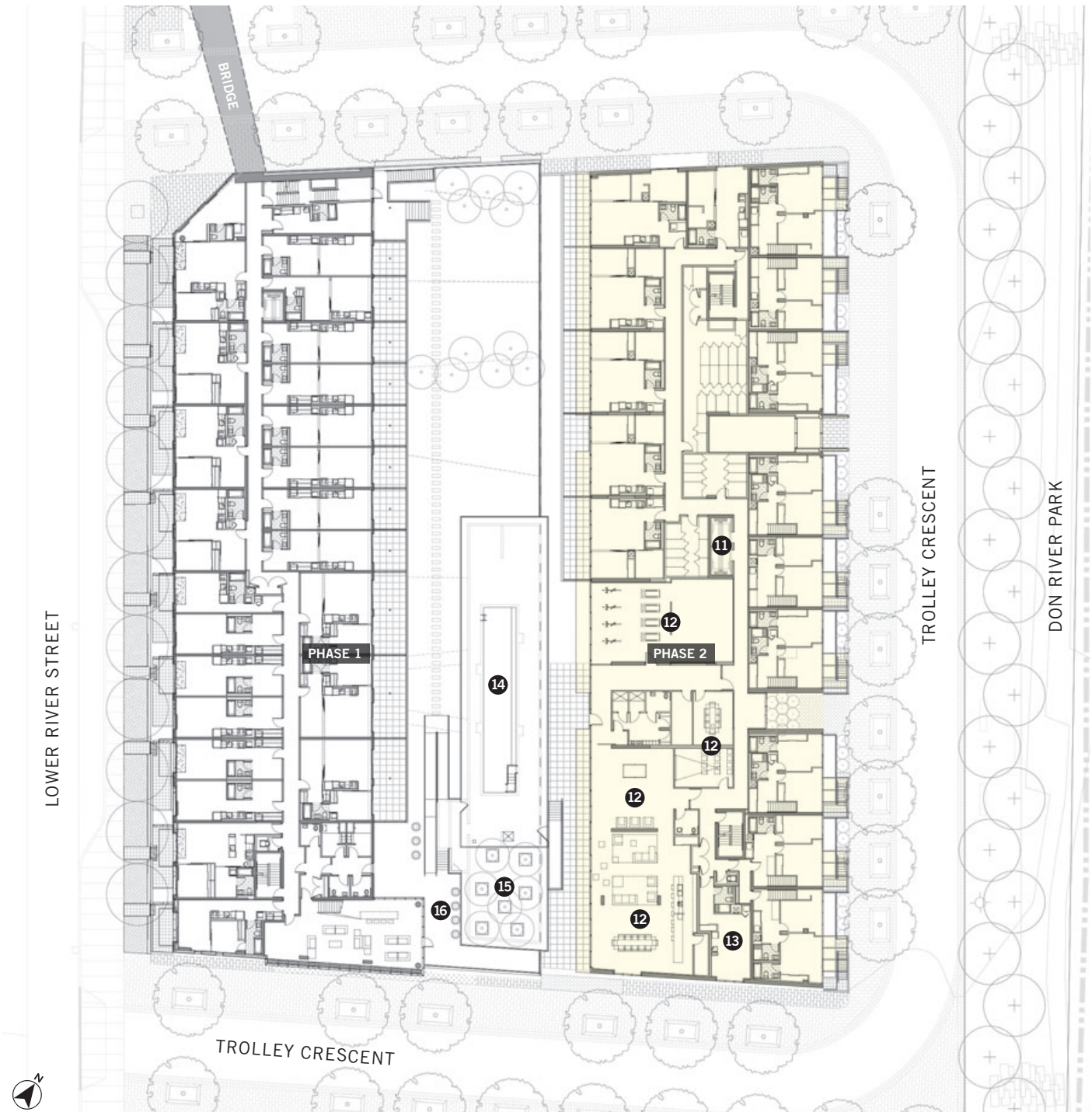


LEVEL 3 (AMENITY LEVEL)

- 11 Elevator
- 12 Amenity

- 13 Guest Suite
- 14 Pool

- 15 Dining Area
- 16 BBQs



C.1.4 LEED Accreditation

River City is among Toronto's **most environmentally advanced condominiums**. From the site itself to the materials we used to construct the building to the building's high level of energy efficiency, River City is a leader in environmental design.

River City Phase 2 has been registered with the Canada Green Building Council (CaGBC) as a **LEED Gold** building. The process to obtain LEED accreditation is a long one, and we anticipate that the full accreditation process will not happen until 2016.

As a LEED building, there are many new environmental features and technologies, either in your unit specifically or as part of the building generally. These features are outlined in the "**Green Living**" section (Part G) of this Homeowners Guide.

Probably the **most critical factor** in ensuring that River City continues to benefit from its various environmental features is its **ongoing property management**. For this reason, we will be providing your Board of Directors and Property Manager with a detailed manual outlining what needs to be done to ensure that the building is properly operated and maintained as a LEED building.

LEED (Leadership in Energy and Environmental Design) is an internationally recognized system for evaluating the "green-ness" of building design and construction practices. Buildings that are awarded a LEED certification incorporate leading-edge design, construction, and operational practices that protect the environment and promote healthy living conditions. LEED Certification indicates that experienced professionals, working collaboratively, have arrived at a superior building design.

The LEED Rating System awards points for meeting design and performance standards that are much higher than those used in conventional buildings. Points are awarded in six categories:

- Sustainable sites
- Water efficiency
- Energy and atmosphere
- Materials and resources
- Indoor environmental quality, and
- Innovation and design

C.1.5 Carbon Offset Purchase

As part of our sustainability program for River City, we have committed to making River City Phases 1 and 2 “carbon neutral”. This is achieved by first reducing the amount of carbon “embedded” in the materials and labour we used to construct the building, and then second by purchasing “carbon offsets” to offset the carbon that has in fact remained.

After an extensive Request for Proposals process, Urban Capital chose to support the New Laos Stove Project in Cambodia, developed by French NGO Groupe Energies Renouvelables, Environnement et Solidarité (GERES). The traditional Cambodian way of cooking utilizes large amounts of wood and charcoal, which can have direct negative health consequences on its users, most of whom are women. From the physical act of collecting the wood to the economic loss of buying charcoal, along with the indoor air pollution the smoke can cause, traditional stoves can have a significant negative impact on the lives on its of its users. In addition, the burning of wood and charcoal in traditional stoves leads to the release of significant amounts of carbon. Created in 1999, the New Laos Stove is an alternative to traditional cooking stoves, requiring through design innovation 20% less wood and charcoal for use, and significantly reducing cooking time. Since its inception, **2.5 million stoves have been distributed, leading to the reduction of over 1.8 million tonnes of CO₂-equivalent emissions between 2003 and 2012** alone. River City’s **contribution of over \$40,000** to the New Loas Stove Project will help to fund this project and contribute to its expansion across a larger base of end-users. By promoting the ongoing support of the Cambodian people, along with protecting its forest ecosystems and biodiversity, involvement in this life-changing project is something every owner at River City can feel proud of.

You should note that your first-year condominium budget contains a line-item to purchase carbon offsets in respect of the carbon created by the ongoing operation of the condominium (rather than its initial construction). We will put this carbon offset purchase into effect for the condominium’s first year, but it will be up to your Board of Directors to decide whether it is desirable to continue offsetting the carbon created by the operation of the condominium in subsequent years.

C.2 THE DETAILS

C.2.1 Building Address

| | |
|---|--|
| > | Your municipal address |
| | 32 Trolley Crescent, Unit _____, Toronto, ON M5A 0E8 |

C.2.2 Lobbies, Elevators and Circulation

The lobby is located on the east side of the building, on Trolley Crescent. There are two elevators in this building.

All **parking spaces** are located on **Floors 1 and 2**. There is no interconnecting ramp. Rather, **each level is accessed by a separate garage door**: Level 1 by a garage door on the south side of the building **4**, and Level 2 by a garage door on the north side of the building **7**. See the building plans in Section C.1.3.

C.2.3 Amenities

Saucier + Perrotte designed interior amenities for the exclusive use of Phase 2 residents and their guests include:

| 3RD FLOOR INTERIOR AMENITIES 12 13 |
|--|
| A gym and yoga studio with state of the art equipment, available for individual use, appointments with your personal trainer and/or group fitness (as optionally coordinated through property management). |
| A large party room and lounge with a full kitchen and bar for group meetings and private events. |
| A business centre for conferences, brainstorming and group meetings. |
| A private screen room for award season, the big game, or a movie night in. |
| A guest suite for visitors to the building. |
| Change rooms and lockers. |

The estimated completion date for the Phase 2 interior amenities is June 2015.

In addition to the interior amenities, Phase 2 residents and their guests share **exterior amenities** with Phase 1. These consist of a 15,000 square foot exterior courtyard, designed by the Planning Partnership and Saucier + Perrotte and made up of a **floating ipe clad deck containing a illuminated outdoor heated pool 14** and dining area **15**, all sitting on an undulating landscape of wildflowers.

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

C.2.4 Guest Suite

The guest suite is located on the 3rd floor and can be booked through the concierge 13. The terms and costs of renting the guest suite will be set by the Board of Directors.

C.2.5 Vehicle Parking

Resident Vehicle Parking

Parking at River City Phase 2 is located on **Floors 1 and 2**. 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.

Please note that:

- You enter the Floor 1 parking area from the garage door at the south side of the building 4, and the Floor 2 parking area from the garage door at the north side 7.
- To enter you must use the garage transmitter (button one) provided to you on occupancy.
- To exit you **simply approach** the overhead garage door and it will automatically open.

Visitor Vehicle Parking

River City Phase 1 and 2 share **5 visitor parking spaces** that are located immediately adjacent to the south parking entrance 5.

To gain access to the parking garage, visitors should use the enter phone located at the parking garage entrance, and then once inside and parked, make their way to the parking vestibule located midway along the east side of the Level 1 parking garage 10, which leads to the Phase 2 elevators. To gain access to the vestibule visitors must use the enter phone located there to call the person they are visiting, who will open the door remotely (see Section C.2.9 below).

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

C.2.6 Car Share

River City is proud to offer a car share program within the building. Three Auto-Share hybrid vehicles are located on the ground level parking adjacent to the parking entrance 6. Please see the promotional materials included with your Welcome Package for your introductory car share membership offer.

C.2.7 Bicycle Parking

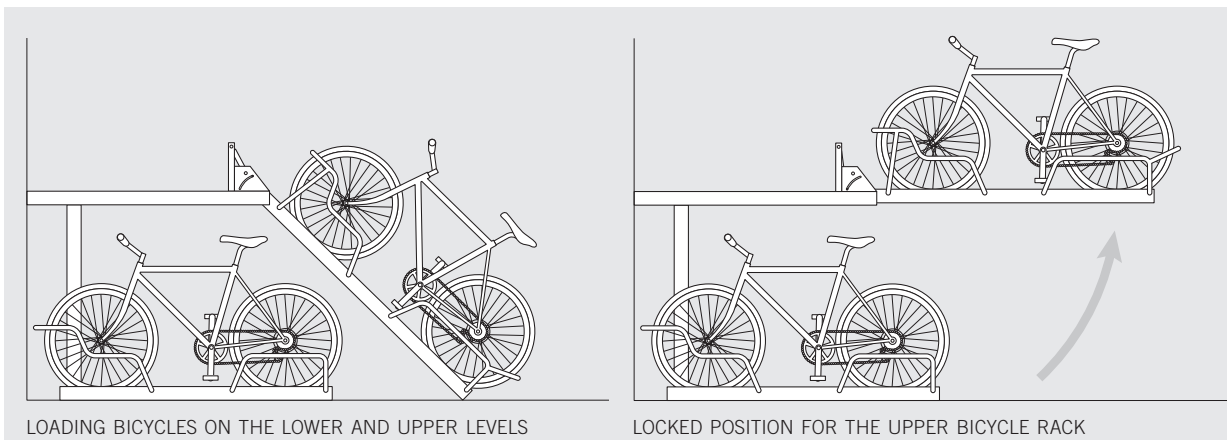
Limited general use bicycle parking posts are located throughout the parking garage. To access the parking garage, residents who do not own a vehicle parking space (and therefore do not have a garage transmitter to operate the overhead garage door) can use their key-tag to open the garage door.

Visitors can access the parking garage as set out in Section C.2.5 above.

In addition to bicycle posts located in the parking garage, there is a **large bicycle locker room** located on the south east side of Level 1 ③. This room is for **owners of bicycle racks** whereas the bike posts and racks outside of the room are for general use.

As with owned parking spaces, owned bicycle lockers are allocated on a random basis. You will receive your bicycle locker allocated on or before interim closing.

Approximately half of the owned bicycle lockers are "stackable" whereby the top locker extends out from the wall and tilts down towards the floor so that you are able to easily roll your bike onto the locker and into position before returning the extended bike locker to its upright position.



SINGLE STACKABLE BIKE RACK

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

C.2.8 Concierge

River City Phase 1 and 2 will benefit from concierge services **24 hours a day, 7 days a week** (as arranged by property management). The concierge is located in the lobby of Phase 1, but residents in the Phase 2 Building will be able to communicate with him or her by way of the **video-phone** located in the lobby of that building.

The condominium board will have the ability to change the extent and times of your concierge service.

C.2.9 Building Access and Security

With your safety in mind, we have included the following security features in River City Phase 2:

- The building entrances, the lobby access points at each of the two parking levels, and the various amenity rooms are all equipped with **proximity key-tag readers**. To unlock a door you simply hold your key-tag 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.

- An enter phone is located in the building's main entry vestibules and the parking vestibule on Level 1 of the parking garage.
- **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.

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.2.10 Recycling System

River City Phase 2 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.2.11 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 the summer of 2015. 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 LOFT UNIT

This section addresses typical questions from new condominium owners, and provides some tips on maintaining your loft 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 |
|---|
| Read and understand your appliance warranty . |
| Do not load your washer / condensing dryer more than 2/3 full. For the best results, less is more. Always use HE detergent and softeners. Between the wash and dry cycle, consider taking out the clothes, shaking them off and putting harder to dry items back in. Air drying light clothing will reduce the machine's load and allow more space for the remaining items to dry. |
| Arrange for your own contents and upgrades insurance from the date of occupancy (this is not covered in the condominium building insurance that is part of your condo fees). |
| Complete and submit your Enercare utility billing application form (see D.1.5 below) |
| Your fan coil has a filter . This filter should be replaced every three months. The fan coil also has a condensate drain which should be checked for any blockage each time the filter is changed. Please contact your Property Manager to purchase filters. |
| The filter in the range hood in your microwave should also be cleaned on a monthly basis. |
| 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. |
| You can tighten your "flip-up" kitchen cabinet doors using a 4mm Allen key (Hex key). |

THE BARE MINIMUM (CONT'D)

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. For units with terraces and exterior hose bibs, prior to the first freeze, turn off the interior shut-off valve (located either at your main shut-off valve or under the kitchen sink), open the faucet to drain all water, then close the faucet.

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 fan coil 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 fan coil 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 keep a suite cool or hot than to cool or heat it**. 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 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 fan coil filter every three months**. The fan coil filter is accessed by opening the large panel below your main air vent. Please contact your Property Manager to purchase the appropriate filter for your unit.

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.

- **Air registers** can be adjusted to control the flow of air into individual rooms. Simply close or open the registers in each room to your own desired preference. This helps to balance the system. Never close a register completely.

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. Increased ventilation is **automatically activated** when either the bathroom fan or the microwave range hood/light above the stove is in use.

Please note that the **microwave range hood** installed above your stove is a recirculating type. When in operation, air passes through a filter before returning to the room.

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.

Low-flush and low-flow plumbing fixtures have been installed in your unit as part of River City's LEED features.

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 loft is equipped with ceiling light fixtures in your 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.

In order to preserve the look of our exposed concrete ceilings and given our open-concept design, we do not rough-in overhead lighting in living rooms, bedrooms or dens. Lighting in these areas is achieved by floor or table lamps that you plug into **switched receptacles**, i.e. outlets that are activated by wall switches. If you notice a light switch that does not appear to turn on any light, its likely function is to activate one of the plugs in that room.

Finally, for energy conservation purposes, your unit is equipped with an "occupancy switch" (or "**kill switch**"), which is located adjacent to your entry door. Activating this switch will automatically turn off any directly wired lighting in the unit (including lighting on switched receptacles). Other electrical circuits, such as the one powering your refrigerator, are not affected by the kill switch. The ERV will not be turned off by the "kill switch" and will always run on low speed mode unless otherwise activated in high speed mode by the fan hood/light, bathroom switch, and/or the fan coil.

D.1.5 Energy, Electricity and Water Metering

As part of the LEED Gold features of the overall River City development, each River City unit comes with individual energy (BTU), electricity and water sub-meters. Enercare will be reading your meters and billing you directly for the energy, electricity and water consumed in your unit. It is therefore essential that you **review the Enercare information materials and submit the Enercare application form that you received at your PDI, prior to your move-in.**

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

| | |
|---|--------------------------------------|
| > | Enercare Customer Care Centre |
| | T 1.866.449.4423 |

D.1.6 Telephone / Cable / High Speed Internet

Please note that **you are responsible to initiate telephone, cable, and internet services.** Bell, Rogers and Beanfield offer a range of bundled services for you to choose from. Promotional deals exclusive to River City purchasers from all three providers were given to you at your PDI.

D.2 APPLIANCES

D.2.1 Kitchen Appliances

As part of your River City purchase you have received Frigidaire, Whirlpool, KitchenAid or Bosch brand appliances, depending on whether you chose the base appliance package or one of the upgraded packages. User guides and warranty information for these appliances are located in the respective units and the warranty information was provided as part of your welcome package.

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 River City 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 Customer Service at each of the appliance servicing companies mentioned below. **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 "Urban Capital (River City 2) Inc.", the project name "River City Phase 2" and have your possession date ready to disclose. Please note that your warranty begins on your date of legal occupancy.

Your appliances were ordered through Sears Commercial and they have dedicated lines set up based on the brand you selected. Please contact the numbers below as required.



Congratulations on the purchase of your new home!
Should you require service on your appliances please contact the manufacturer of your product.
Please be advised customers no longer need to register their appliances.

Kenmore

1-800-267-6448
MONDAY TO FRIDAY 7AM-11PM EST, SATURDAY 7AM – 8PM EST

Ariston Laundry

1-800-561-7265 *OR* edemiras@distinctive-online.com
MONDAY TO FRIDAY 8:30AM TO 5PM EST

GE

1-800-561-3344
MONDAY TO FRIDAY 7:30AM TO 7:30PM, SATURDAY 12:00PM TO 5:00PM EST

Electrolux and Frigidaire

1-888-930-6396
MONDAY TO SATURDAY 9:00AM TO 7:00PM EST

Whirlpool, Jenn-Air, KitchenAid, Inglis, Maytag and Amana

1-800-807-6777
MONDAY TO FRIDAY 8:00AM TO 8:00PM EST

Bosch

1-800-944-2904
MONDAY TO FRIDAY 8:00AM TO 10:00PM EST, SATURDAY 9:00AM TO 3:00PM

LG

1-888-542-2623
24 HOURS A DAY, 7 DAYS A WEEK

Samsung

1-800-726-7864
8:30AM TO 12:00AM MIDNIGHT, 7 DAYS A WEEK

To purchase an extended protection plan to care for your products beyond the manufacturer's warranty, please call 1-800-361-6665.

Please ensure you have the following information available:

- Your full name, address, and phone number
- The effective warranty date – this is the occupancy date at your new home.
- **The model number and serial number of each of your appliances.**
The model and serial numbers are usually located on the inside of each of your appliances.
- **Customer will need to provide proof of occupancy** – such as the first page of their letter of agreement showing their closing date or standard cover letter from their lawyer

D.2.2 Combined Washer and Condensing Dryer

Your home includes a combination washer and condensing dryer unit which has a number of features and basic operations you should be aware of. First and foremost the **washer and dryer is combined into one** machine which means that the way you do your laundry will change. You will not be able to have a load of laundry washing while another load is drying as you may otherwise be used to. Rather, this machine can automatically switch into 'dryer' mode once the wash cycle is complete, and therefore you do not need to transfer your wet laundry into the dryer. The benefit to this is that you can start a load of laundry just before you go to bed at night or head to work in the morning, and your load of laundry will be dry by the time you wake up or come home from work.

Another feature is that the **dryer is a condensing type** which significantly saves on energy. In fact, the condensing dryer component of your washer-dryer is an essential element of River City Phase 2's LEED Gold compliance.

In addition, there is no lint trap to be cleaned out. The machine is designed to self-clean the lint through its rinse cycle. What this does mean, however, is that the drying cycle tends to take longer than conventional dryers, especially if the machine is overloaded. It is therefore essential to **never load the drum over 2/3 of its capacity** so as to allow for airflow during the drying cycle. Note that highly absorbent fabrics will take longer to dry.

Always use **high-efficiency (HE) laundry detergents and liquid fabric softener**.

As mentioned above with your kitchen appliances, if there is a problem that arises with your washer/condensing dryer, or if you need additional parts or want more information on how to use the machine, you should contact Customer Service at the number below. **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 "Urban Capital (River City 2) Inc.", the project name "River City Phase 2" and have your possession date ready to disclose. Your warranty will begin on your date of legal occupancy.

D.3 COMPONENTS AND FINISHES

D.3.1 Windows

The oversized sliding doors that come with your River City loft unit are referred to as “**Lift + Glide**” doors. A nice feature of these doors is that they have a multi-point locking system which means that the door is locked to the frame at points on all sides of the door. This provides for a greater seal along the frame.

Your sliding doors are operated as follows:

- To **slide** the door the handle should be **pointing down**. You can use the vertical finger-pull (that runs from top to bottom of the door, adjacent to the handle) to slide the door back and forth.
- To **lock** the door when closed the handle should be **pointing up**.

IMPORTANT: Never attempt to slide the door when the handle is pointing up (locked position). Doing this will damage the door.

A few units have an exterior door that swings rather than slides. This door also has a multi-lock system and is locked following these steps:

- Shut the Door.
- **Pull up** on the handle to engage the multipoint locking.
- Turn the thumbturn **1 1/2 times** until it prevents you from being able to push down on the handle.

To unlock a swing door, turn the thumb turn in the other direction until you are able to push down on the handle, this will open the door while at the same time disengaging the multipoint.

D.3.2 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 home owner’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 colour has been used in your unit:

| |
|--|
| STANDARD WHITE WALLS BENJAMIN MOORE / CC20 Decorator's White (Flat) |
|--|

D.3.3 Wood Flooring and Stairs

Hardwood Flooring

We have installed an engineered hardwood 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 (45-60% 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.

Wood Stairs

Interior stairs in the Penthouse and Townhouse units at River City benefit from custom-designed black-stained wood staircases. Use the following stain for touch-up purposes:

| |
|--|
| INTERIOR STAIR STAIN GEMINI Gem Glo / Black 844LB |
|--|

D.3.4 Cabinets, Countertops and Backsplashes

Cabinets

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.

| | |
|---|--------------------------------------|
| > | AyA Kitchens |
| | Customer Service T 1.800.292.4962 |

Countertops

The countertops in the kitchens and bathrooms of River City are made of Caesarstone.

Always use a cutting board to protect your countertops when you 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.

Backsplash

Your backsplash is one piece of back-painted glass, which is much easier to keep clean as compared to mosaic tiles. Although it is rare, the backsplash is susceptible to breakage should it be hit hard. Should you need to replace your glass backsplash please contact Central Glass & Mirror.

| | |
|---|-----------------------------------|
| > | Central Glass & Mirror |
| | T 416.625.6087 |

D.3.5 Doors

Swing Doors

The doors and doorframes in your 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.

Sliding Doors

Similarly, the large black sliding doors within your home (not applicable to all units) are made of painted wood and are also subject to expansion and contraction with changes in heat and humidity. Additionally, due to the fact that these doors are hung from the ceiling, as opposed to hinges along the side, the door is held in place at the bottom by a pin that is fastened to the floor. This pin keeps the door from swinging side to side and therefore any extreme forces applied to the door that are not in the direction the door is meant to travel will put pressure on this pin. This should be avoided if possible so as not to damage the pin or the bottom of the door.

TOUCH-UP COLOUR FOR SLIDING DOORS
BENJAMIN MOORE / BLACK 2132-10 (EGGSHELL)

D.3.6 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.3.7 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 lowered). 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 River City, due in part to our exposed concrete ceilings.

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

- Leave 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

River City's 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 Corporation's 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 River City development, the condominium Declaration requires that any window coverings you install be proper blinds and that they be **white, off-white or grey** 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 insulating glass that requires adequate ventilation to reduce glass 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;
- Only balcony furniture which is white, black, beige or metallic colour may be kept on the balconies or terraces; and
- You may not hang items off the balcony or terrace railings, including plantings, holiday decorations or exterior lights.

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

| THE BARE MINIMUM |
|---|
| <p>To ensure that we can provide a high level of customer service, we have set up a customer service team to address your Tarion Deficiencies. See below for details.</p> |
| <p>All communication with us, to be official, must be in writing.</p> |
| <p>When we need to make a service call in your suite we will leave a customer service tag on your suite door requesting access. Please ensure you mark the appropriate box on the tag and sign it. We cannot enter your unit without written consent.</p> |
| <p>After we complete a service call we will leave a service card 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.</p> |
| <p>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.</p> |
| <p>Tarion's warranty rules are strict and it is your responsibility to understand them. Please review the Tarion Homeowner Information Package which you can download from www.tarion.com/HomeownerInformationPackage.</p> |

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 or items not identified during the PDI may not be accepted as warrantable items.

E.2 INSPECTIONS

E.2.1 Pre-Delivery Inspection (PDI)

Approximately two 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 2nd Pre-Delivery Inspection

At the time of your 1st PDI our representative will discuss the possibility of having an optional 2nd PDI meeting. This would be booked a few days prior to your occupancy date and would be an opportunity to see the work that has been done in your unit since your first appointment, prior to your move-in.

E.2.3 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 Customer Service Representative

To ensure that we are able to properly serve you, we have set up a customer service line. **Priti Patel** will be your link to the construction team and can be contacted should you require updates on the status of your Tarion deficiency repair, or have comments or concerns about the work being done.

If for any reason you are unsatisfied with the service provided by our River City customer service team, please contact our head office.

| > | Customer Service |
|---|--------------------------------------|
| T | 416.862.0527 |
| E | CustomerService@rivercitytoronto.com |

| > | Urban Capital |
|------------------------------|---------------------------------|
| HEAD OFFICE CUSTOMER SERVICE | |
| Melissa Rotundo | |
| T | 416.304.0431 Ext. 229 |
| E | CustomerService@urbancapital.ca |

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 One Year 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 informing you of the service date and trade(s) requiring access to your home. Please ensure you mark the appropriate box on the tag 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 the tag is not signed 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 notice** will be left in your suite 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. 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** that you must download from the Tarion website. 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 a copy of the 30-Day Form to customer service by email at CustomerService@rivercitytoronto.com

Year-End Form

The Year-End Form is also found in the online 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.1 MINIMUM 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 **minimum customer service requirements** that have important benefits for you as a new home buyer:

1. Your builder must provide you with access to download 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 which should be downloaded at www.tarion.com/HomeownerInformationPackage**.

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 April 1, 2015, the one year warranty begins on April 1, 2015 and ends on March 31, 2016.

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;
- 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.

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. LIVING GREEN

River City's green technologies, equipment and features create a healthy living environment and are a manifestation of our commitment to environmental stewardship. Still, much of what we have done at River City will only be beneficial if you as the resident and your Property Manager understand it and use it. So here is our list of what's green at River City, how it helps the environment, and what you need to know to make sure it's properly used.

| GREEN FEATURE OR ACTION | HOW IT HELPS THE ENVIRONMENT | WHAT YOU NEED TO DO |
|---|--|---------------------|
| A. INITIAL CONSTRUCTION | | |
| We implemented an erosion and sedimentation control program during construction | This program controlled the off-site impacts of our construction activities on the neighbouring community | Nothing |
| We diverted demolition and construction waste from landfills to nearby recycling and salvage facilities | This action allowed us to divert a minimum of 75% of the waste generated from our construction activities | Nothing |
| Where possible we installed: <ul style="list-style-type: none"> ▪ Building materials with high recycled content ▪ Locally-sourced materials | This reduced resource depletion inherent in our construction activities as well as reduced the emissions associated with transporting materials long distances | Nothing |

| GREEN FEATURE OR ACTION | HOW IT HELPS THE ENVIRONMENT | WHAT YOU NEED TO DO |
|--|--|--|
| B. GENERAL BUILDING FEATURES | | |
| River City contains a vegetated green roof and rainwater storage system. Rainwater that falls on the River City site is collected and filtered in an above ground concrete holding tank. From there it is used to irrigate the courtyard and at-grade landscaping features at River City | The rainwater storage system at River City reduces the amount of runoff entering the city's stormwater system, as well as the demand on Toronto's potable water supply (as some of the water required to irrigate the building's landscaped areas is collected on site). In addition, the use of green roofs and light coloured roofing materials helps to reduce the "heat island" effect caused by all of the asphalt and conventional roofing materials that currently exist in our urban areas, and is a more pleasant feature to look at from surrounding buildings | Nothing |
| We have installed an advanced recycling system in the building, allowing tri-waste separation on each floor (organics, recycling, waste) | This system encourages recycling and will allow River City to do its part in helping the City of Toronto achieve its waste diversion goals | See Section C.2.10. |
| We are putting in place a full building life-cycle commissioning program | This program should reduce callbacks and complaints on your building's equipment and ensure that it operates at its optimum performance level, so that our efforts in designing and building an environmentally conscious building actually bear fruit | This program will be implemented in conjunction with your Condominium Board and Property Manager |
| As a resident at River City you will be provided with an onsite car share program | Car share programs reduce the demand for individual cars and thereby the need for parking spaces. They are also shown to reduce actual car usage | See Section C.2.6. |
| C. ENERGY AND WATER EFFICIENCY | | |
| <p>We have installed:</p> <ul style="list-style-type: none"> ■ An energy efficient building envelope, ■ Energy Star appliances, ■ High efficiency four-pipe fan coils, ■ High efficiency central chillers and boilers, and ■ Energy recovery ventilators (ERVs) that recover heat typically exhausted from suites (and use it to pre-heat incoming fresh air) | Based on these actions we anticipate (based on energy modeling calculations) that the overall energy usage at River City will be reduced by an estimated 35% when compared against the Model National Energy Code for Buildings. This results in savings on your utility bills compared to a standard building. | See Section D.1. |

| GREEN FEATURE OR ACTION | HOW IT HELPS THE ENVIRONMENT | WHAT YOU NEED TO DO |
|--|---|--|
| C. ENERGY AND WATER EFFICIENCY (CONT'D) | | |
| All units come equipped with an Occupancy Switch | Allows you to easily turn off all of the (directly wired) lights in your unit when leaving, making energy efficiency easier to achieve | See Section D.1.4. |
| Lighting in all corridors and amenity areas are controlled by occupancy sensors | Improves energy efficiency | Nothing |
| All units are individually metered (for electricity, water and heating/cooling) | Tends to reduce electricity, water and overall energy usage by making users individually responsible for their usage | See Section D.1.5. |
| All units have dual flush toilets and water efficient plumbing fixtures | River City's water efficient plumbing features are projected to save over 8 million litres of water annually | Nothing |
| D. UNIT FEATURES | | |
| We have installed only sustainable hardwood flooring that is certified by the Forest Stewardship Council | The use of sustainable hardwood flooring supports sustainable forestry practices | Nothing |
| We used only low VOC-emitting paints, and low-emitting coatings, adhesives, sealants and carpeting | The use of only low-emitting and low-VOC materials improves indoor air quality in your unit by reducing "off-gassing" | Nothing |
| We undertook Indoor Air Quality (IAQ) testing before occupancy | This was done to confirm that all the steps we took to ensure healthy indoor air quality in your unit during construction actually had the intended result | Nothing |
| With your Property Manager we will put in place a Green Housekeeping Program | This will ensure that only environmentally healthy and sustainable products are used to clean the common areas of your condominium, which should generally improve indoor air quality in the building | This program will be implemented in conjunction with your Condominium Board and Property Manager |



H. 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**.



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