

**SCHEDULE "C" - WARNING CLAUSES**

The Purchaser covenants and agrees that it will ensure that all of the notice provisions of this Schedule "C" shall be included in any agreement of purchase and sale to any subsequent purchaser, ad infinitum. The Purchaser shall execute, from time to time, any and all acknowledgements and releases required by the relevant governmental authorities in accordance with the provisions of this Agreement and/or as they relate to any of the hereinafter set out provisions.

In this Schedule, "Declarant" and "Vendor" shall have the same meaning.

**SCHOOLS**

- (a) York Region District School Board ("**YRDSB**") has advised that "despite the best efforts of the YRDSB, sufficient accommodation may not be locally available for all students anticipated from the development area and that students may be accommodated in facilities outside the area, and further, that students may later be transferred. Purchasers agree for the purpose of transportation to school, if busing is provided by YRDSB in accordance with the Board's policy, that students will not be bussed home to school, but will meet the bus at designated locations in or outside of the area."
- (b) With regard to the York Catholic District School Board ("**YCDSB**"), all prospective purchasers are advised that Catholic school accommodations may not be available for students residing in this area and that all purchasers are notified that students may be accommodated in temporary facilities and/or bused to existing facilities outside the area. The YCDSB will designate pick up points for the children to meet the bus on roads presently in existence or other pick up areas convenient to the YCDSB.

**STORM WATER MANAGEMENT**

- (c) Purchasers are advised that the facilities and location of any storm water management facilities, including any landscaping associated with said facilities, have not been finalized.

**NOISE ABATEMENT**

- (d) The Purchaser acknowledges that because of the construction of the Condominium, there will be a certain amount of noise and vibration inherent in this construction, there will be dust and other debris which may accumulate and the Purchaser agrees that it will not interfere with construction of the Condominium or the Declarant's trades, as they carry on their work, either with respect to the Condominium or the Unit.
- (e) Purchasers/tenants are advised that the sound levels due to increasing road traffic from Yonge Street may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the sound level limits of the Town of Aurora and the Ministry of the Environment and Climate Change.
- (f) Purchasers/tenants are advised that due to the proximity of this development to nearby retail and commercial facilities, sound levels from the facilities may at times be audible.
- (g) Purchasers are advised that portions of the HVAC equipment (including without limitation the air conditioning condensers) for each unit may be located in the underground garage or within a unit's (i) Patio; (ii) Balcony/Terrace; or (iii) Roof Terrace. Each Purchaser acknowledges and agrees that the Declarant reserves the right to add or relocate certain mechanical equipment intended to be located within the Unit, including but not limited to, the HVAC Equipment, in accordance with engineering and/or architectural requirements.
- (h) Purchasers/tenants are advised that due to the proximity of the adjacent commercial facilities and roof top mechanical units, noise from those facilities may at times be audible.
- (i) Purchasers/tenants are advised that each Residential Unit has been supplied with central air conditioning system which allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the sound level limits of the Town of Aurora and the Ministry of the Environment and Climate Change.

Purchaser	Vendor

- (j) All Purchasers should carefully review the condominium plans to ascertain the existence of any amenity areas, mechanical/electrical rooms, garbage/recycling/organic pickup area, underground and entrance ramps, to which those units may be adjacent or above or in the vicinity of, as those particular uses may occasionally cause noise and inconvenience to the dwelling owners and occupants.
- (k) Purchasers are advised that noise and odours from the loading and garbage/recycling/organic storage areas may be noticeable by owners and occupants from time to time.
- (l) Purchasers may be inconvenienced by ongoing construction activities relating to the development of the Lands and/or other construction activities in the vicinity of the Lands.

**TREES**

- (m) Purchasers/tenants are hereby advised that any existing trees on the Property may be removed and that Purchasers/tenants may not receive a street tree in front of their property/unit.

**SERVICES AND PUBLIC/PRIVATE UTILITIES AND FACILITIES**

- (n) Purchasers are advised that there may be transformers, utilities, service boxes, hydrants, mailboxes, bus pads or other municipal services constructed adjacent to individual units or on the external walls of units or otherwise adjacent to or upon boulevards in the vicinity of the Condominium. In addition, grading of the subject or neighbouring properties may require the construction of swales, slopes, retaining walls, fencing, or other devices.
- (o) Purchasers are advised that the engineering and servicing plans for this Condominium, which includes the location of easements for municipal services and public and private utilities, are subject to the approval of the Town of Aurora, and final locations for easements and services and utilities may change. Additional easements may be required. Purchasers are advised to contact the Public Works Department for the Town of Aurora for further details.
- (p) The Purchaser acknowledges that the wires, cables, fittings and/or fibre optics comprising the cable television system or any other communication services servicing the Condominium may be owned by the local cable television or telecommunications supplier and that wires, cables, meters, transformer or energizing boxes comprising the hydro system servicing the Condominium may be owned by a utility or private company supplying hydro.
- (q) The Purchaser is hereby advised that in accordance with Canada’s Post’s multi-unit policy, the Declarant shall provide a centralized mail facility at their cost and expense. Purchasers will be required to pick up their mail from the community mailbox. The Purchaser agrees to execute on or before the Occupancy Date or Closing Date, as required by the Declarant, an acknowledgement (in such form as required by the Declarant, the Municipality or Canada Post), stating, inter alia, that the Purchaser has reviewed this community mailbox warning clause and understands the exact location of such community mailbox.

**GENERAL**

- (r) Each Purchaser acknowledges that public transit services (including without limitation, transit routes, bus stops and bus shelters) may currently exist, may be introduced or may be relocated adjacent to the Project. Each Purchaser further acknowledges and agrees that existing, the introduction of or the relocation of such transit services may result in noise and/or vibration transmissions to the Property, and cause noise exposure levels affecting the Property to exceed the noise criteria established by the governmental authorities, and that despite the inclusion of noise control features within the Condominium, noise levels from the aforementioned sources may continue to be of concern, occasionally interfering with some activities of the dwelling occupants in the Condominium. Without limiting the generality of the foregoing, Purchasers are advised on their own behalf and on behalf of their tenants and lessees the future possibility of the introduction of transit services adjacent this development, including potential transit routes, bus stops and shelter locations and the potential for noise from bus operations relating thereto.

Purchaser	Vendor

- (s) The Purchaser is hereby advised that the Declarant's builder's risk and/or comprehensive liability insurance (effective prior to the registration of the Condominium), and the Condominium's master insurance policy (effective from and after the registration of the Condominium) will not cover any betterments or improvements made to the Unit, nor any furnishings or personal belongings of the Purchaser or other residents of the Unit, and accordingly the Purchaser shall arrange for his or her own insurance coverage with respect to same, effective from and after the Occupancy Date, all at the Purchaser's sole cost and expense.
- (t) The Purchaser acknowledges and agrees that the Declarant (and any of its authorized agents, representatives and/or contractors), as well as one or more authorized representatives of the Corporation shall be permitted to enter the Unit after Closing, from time to time, in order to enable the Declarant to correct outstanding deficiencies or incomplete work for which the Declarant is responsible, and to enable the Corporation to inspect the condition or state of repair of the Unit and undertake or complete any requisite repairs thereto (which the owner of the Unit has failed to do) in accordance with the Act.
- (u) The Purchaser acknowledges that it is anticipated by the Declarant that in connection with the Declarant's application to the appropriate governmental authorities for draft plan of condominium or site plan approval, certain requirements may be imposed upon the Declarant by various governmental authorities. These requirements usually relate to warning provisions to be given to Purchasers in connection with environmental or other concerns (such as warnings relating to noise levels, the proximity of the Buildings to major streets and similar matters). Accordingly, the Purchaser covenants and agrees that on written request by the Declarant, the Purchaser shall execute any and all documents required by the Declarant acknowledging, inter alia, that the Purchaser is aware of the requirements of the governmental authorities and that if requested by the Declarant, the said requirements shall be incorporated into and form part of this Agreement and the Purchaser shall accept the same without in any way affecting this transaction.
- (v) The Purchaser acknowledges having reviewed the disclosure statement for this project and in particular understands and acknowledges that the abutting lands can and may at any time in the future be redeveloped for uses that are different from those that exist today.
- (w) No antennae, either television or radio transmitter or receiver, shall be erected on any Buildings, structure or lot as long as there is a commercial cable service available, unless same is installed by the Declarant.
- (x) The Purchaser hereby acknowledges and agrees that the Declarant cannot guarantee and will not be responsible for the arrangement of a suitable move in time for the purpose of accommodating the Purchaser's occupancy of the Unit.
- (y) The Purchaser acknowledges that actual views from the proposed Condominium may not be as shown or represented on any site plan, marketing plans, artist's renderings or scale model and may be different or obstructed in the future. The obstruction of such views shall not be considered a material change to this Disclosure Statement and the Purchaser shall have absolutely no claim or cause of action against the Declarant, including without limitation, a claim for a refund, credit, reduction/abatement or setoff whatsoever against any portion of Purchase Price of their respective Units, or against any portion of the monthly occupancy fees so paid or payable, as a result of the obstruction of such views.
- (z) Purchasers are advised that the Declarant reserves the right to install a sign or signs on any part of the common elements. The Declarant, in its sole and absolute discretion, shall have the right to determine the design, message and locations of such signage. In addition to the Declarant's rights expressed above, the Declarant reserves the right to unitize any area in which a sign is located.
- (aa) Purchasers are advised that the Declarant reserves the right to access the common element areas of the Condominium for special event marketing relating to the Lands and/or any other part of the Project. In this event, the Condominium shall have no right to charge any rent, license or other fee. The Declarant shall be responsible for all reasonable insurance, property management and cleaning costs.
- (bb) The Condominium may be subject to various easements in the nature of a right of way in favour of adjoining and/or neighbouring land owners for utilities, construction and to permit ingress and egress to those properties. Cost sharing

Purchaser	Vendor

provisions may be included in the easement grants in respect of easement areas shared and the Corporation shall be responsible for payment of its share pursuant to the extent provided for in such easement documentation.

- (cc) Each Purchaser acknowledges that the snow removal for the Property will not be completed by the local municipality. The Purchaser acknowledges that the property will be subject to an agreement addressing snow removal and the cost of same will be included in the common expense fees.
- (dd) Residents of the Condominium are absolutely prohibited from altering the grading and/or drainage patterns established by the Declarant in respect of the Condominium, and subject to the provisions of the Declaration, By-laws and rules of the Condominium in force from time to time, residents shall not place any fence, shrub, bush, hedge or other landscaping treatment on any portion of the common elements.
- (ee) Purchasers acknowledge that parking spaces within the Property may have restricted maneuvering ability and that it may be necessary to effect multi point turns to facilitate access to and from parking spaces. All Purchasers agree that the Declarant is making no representations or warranties whatsoever as to the suitability of maneuvering within the parking areas for the Purchaser’s vehicles.
- (ff) Purchasers are advised that the parking spaces shall only accommodate parking for a standard size vehicle. Accordingly, the Declarant is not making any representations to the Purchaser as to the suitability of any parking space for oversized vehicles including without limitation any height limitations in respect thereto.
- (gg) Each Purchaser acknowledges and agrees that the Declaration may be amended during and after construction of the Project and/or before, during or after registration of the Condominium in order to deal with contingencies that arise during construction and/or to meet requirements of any governmental agencies and/or utility suppliers and/or insurance underwriters, including without limitation, amendments necessary to redefine and/or re-describe rights and easements that could not previously be precisely defined or described prior to construction or such other matters that were not foreseen at the date of the Declaration. No such amendments will be construed as a material change.
- (hh) Purchasers are advised that they are required at all times to maintain adequate temperature in their Residential Unit to prevent freezing and/or damaging of the heating, air conditioning and ventilation systems and equipment and all Buildings components.
- (ii) Purchasers are advised that due to limited storage space available on the Property, it may be necessary to remove snow off the site and the cost of same will be included in common expense fees.
- (jj) Purchasers are advised that (other than exclusive use areas) the Condominium Corporation shall be responsible for keeping the walkways and steps within the Property clear of snow, ice and debris.
- (kk) Purchasers are advised that the parkette located within the Property to the south-west (the “**Private Upper Podium**”) shall only be available and accessible to owners of units in the Condominium Corporation and their occupants, tenants and invitees for their use and enjoyment and the Private Upper Podium shall not be available for use or enjoyment by the general public. Purchasers are further advised that the Condominium Corporation shall, at its own expense, be responsible for the maintenance, repair and replacement of the Private Upper Podium, including without limitation, maintenance of the Private Upper Podium in a good landscaped condition. The Condominium Corporation shall also be responsible to water and cut, as is when reasonably necessary, any grass area that is located in the Private Upper Podium.
- (ll) The Condominium will have a publicly accessible open space (“**POPS**”) to the north-east to the Property, having an area of approximately One Thousand Four Hundred Twenty-Six Square Feet (1,426 sqft), that is part of the common elements and will be subject to an easement in favour of the Town of Aurora for use by the general public and the Town (collectively, the “**General Public**”), for pedestrian and open space use. Notwithstanding that the General Public has the right to use the POPS, the condominium will be responsible to maintain and repair the POPS (including any and all signage, lighting and the clearing of snow and ice with

Purchaser	Vendor

respect thereto), at its sole cost and expense. Purchasers are advised that the POPS shall be accessible to the general public, including the Town of Aurora, its officials, employees and agents, twenty-four hours a day, seven days a week, subject to periodic temporary closures.

- (mm) Purchasers of units 4, 5, 9, 10, 11 are advised that these units are adjacent to a designated snow storage area and these units may have additional noise and vibration.

Purchaser	Vendor