

SCHEDULE “W”
THE TOWNS OF RUTHERFORD HEIGHTS

WARNING CLAUSES

THIS SCHEDULE FORMS PART OF, AND IS TO BE READ IN CONJUNCTION WITH, THE AGREEMENT OF PURCHASE AND SALE FOR *RUTHERFORD HEIGHTS INC.* TO WHICH IT IS ATTACHED

1. Purchasers and/or tenants are advised that the planting of trees on City of Vaughan (the “City”) boulevards in front of residential units is a requirement of the City and a conceptual location Plan is included in the Subdivision Agreement, Site Plan Agreement, and/or Condominium Agreement. While every attempt will be made to plant trees as shown, the City reserves the right to relocate or delete any boulevard tree without further notice.

The City has not imposed an amount of a tree fee or any other fee, which may be charged as a condition of purchase for the planting of trees. Any tree fee paid by purchasers for boulevard trees does not guarantee that a tree will be planted on the boulevard in front or on the side of the residential dwelling

2. Purchasers and/or tenants are advised that proper grading of all lots in conformity with the Subdivision Grading Plans is a requirement of this Subdivision Agreement, Site Plan Agreement and/or Condominium Agreement.

The City has taken a Letter of Credit from the Owner and/or Subdivision Developer for the security to ensure all municipal services including, but not limited to lot grading, are constructed to the satisfaction of the City. Direct cash deposit from the Purchasers to the City and/or Owner, for lot grading purposes, is NOT a requirement of this Subdivision Agreement, Site Plan Agreement, and/or Condominium Agreement. The City of Vaughan does not control the return of such deposits and purchasers/tenants must direct inquiries regarding this return to their vendor.

3. Purchasers and/or tenants are hereby put on notice that the Telecommunications Act and the Canadian Radio and Telecommunications Commission (“CRTC”) authorize telephone and telecommunication facilities and services to be provided by telecommunication carriers other than traditional carriers for such services and those purchasers and tenants are advised to satisfy themselves that such carriers servicing the project lands provide sufficient service and facilities to meet their needs.

4. Purchasers and/or tenants are advised that driveway widths and curb cut widths are governed by City of Vaughan Zoning By-law 1-88, as amended, as follows:

- (i) Driveways in either front or exterior side yards shall be constructed in accordance with the following requirements:

Lot Frontage	Maximum Driveway Width
Less than 6m	3m
6m – 6.99m	3.5m

The Front Yard for lots/Potls less than 6.99 meter frontage shall be comprised of a minimum of thirty-three percent (33%) landscaped front or exterior side yard and a minimum fifty percent (50%) of the minimum landscaped front or exterior side yard shall be soft landscaping in accordance with Paragraph 4.1.2 of Zoning By-law 1-88.

5. Purchasers and/or tenants are advised that mail delivery will be from a designated community mailbox as per requirements dictated by Canada Post. The location of the mailbox shall be shown on the community plan provided by the Owner in its Sales Office.

6. Purchasers and/or tenants are advised that despite the inclusion of noise control features within both the development area and the individual building units, noise levels, including from construction activities, may be of concern and occasionally interfere with some activities of the building occupants.

7. Purchasers and/or tenants are advised that fencing and/or noise attenuation features along the lot lines of lots and blocks abutting public lands, including public highways, laneways, walkways or other similar public space, is a requirement of the Site Plan Agreement and/or Condominium Agreement and that all required fencing and barriers shall be constructed with all fencing materials, including foundations, completely on private lands and totally clear of any 0.3m reserve, as shown on the Construction Drawings.

8. The City has taken a Letter of Credit from the Owner and/or Subdivision Developer for security to ensure all fencing including, but not limited to privacy fencing, chain link fencing and acoustic fencing, are constructed to the satisfaction of the City. Direct cash deposit from the Purchasers to the City and/or Owner, for fencing, is not a requirement of the Site Plan Agreement and/or the Condominium Agreement.

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9. Purchasers and/or tenants are advised that fencing along the lot lines of Lots and Blocks/Potls abutting public lands is a requirement of the Site Plan Agreement and/or Condominium Agreement and that all required fencing, noise attenuation feature and barriers shall be constructed with all fencing materials, including foundations, completely on private lands and totally clear of any 0.3 metre reserve, as shown on the Construction Drawings.

The maintenance of the noise attenuation features or fencing shall not be the responsibility of the City, or the Region of York and shall be maintained by the Owner or Subdivision Developer until assumption of the services of the Plan. Thereafter the maintenance of the noise attenuation feature or fencing shall be the sole responsibility of the lot/Potl owner or Condominium Corporation. Landscaping provided on Regional Road right-of-ways by the Owner or the City for aesthetic purposes shall be approved by the Region and maintained by the City with the exception of the usual grass maintenance.

10. Purchasers and/or tenants are advised that the plan of subdivision and Site Plan are designed to include rear lot catch basins. The rear lot catch basin is designed to receive and carry only clean stormwater. It is the homeowner’s responsibility to maintain the rear lot catch basin in proper working condition by ensuring that the grate is kept clear of ice, leaves and other debris that would prevent stormwater from entering the catch basin. The rear lot catch basins are shown on the Construction Drawings and the location is subject to change without notice.

11. Purchasers and/or tenants are advised that the Owner and/or Subdivision Developer has made a contribution towards recycling containers for each residential unit as a requirement of the Subdivision Agreement, Site Plan Agreement and/or Condominium Agreement. The City has taken this contribution from the Owner to off-set the cost for the recycling containers, therefore, direct cash deposit from the Purchasers to the Owner for recycling containers purposes is not a requirement of the City of Vaughan. The intent of this initiative is to encourage the home Purchasers to participate in the City’s waste diversion programs and obtain their recycling containers from the Joint Operation Centre (the “JOC”), 2800 Rutherford Road, Vaughan, Ontario, L4K 2N9, (905) 832-8562. The JOC is located on the north side of Rutherford Road just west of Melville Avenue.

12. Purchasers and/or tenants of lots/Potls abutting or in proximity of any open space, valleylands, woodlots or stormwater facility are advised that such adjacent open space, valleylands, woodlots or stormwater facility may be left in a naturally vegetated condition and receive minimal maintenance.

13. Purchasers and/or tenants abutting or in proximity of any parkland or walkway are advised that the lot/Potl abuts a “Neighbourhood Park” of which noise and lighting may be of concern due to the nature of the park for active recreation.

14. Purchasers and/or tenants are advised that any encroachments and/or dumping from the lot/Potl to a school site, park, open space, woodlot and/or stormwater management facility are prohibited.

15. Purchasers and/or tenants are advised that the installation of any gate of access point from the lot/Potl to a school site, open space, stormwater management facility, watercourse corridor, woodlot and/or park is prohibited.

16. Purchasers and/or tenants are advised that a future grade separation is anticipated to be constructed between the Canadian Pacific Railway track and Rutherford Road. Grading of Rutherford Road may be modified because of the anticipated constructions works to facilitate grade separation.

17. Purchasers and/or tenants of a lot/Potl within 300 metres of the Canadian Pacific Railway (“CPR”) right-of-way are advised of the existence of CPR’s operating right-of-way, and that alteration of operations are possible including the expansion of operations which may affect the living environment of residents, notwithstanding the inclusion of noise and vibration attenuating measures in the design of the subdivision and individual units. CPR will not be responsible for complaints or claims arising from the use of its facilities and/or operations.

18. Purchasers and/or tenants are advised that any noise and vibration attenuation measures located on a lot, including any berm, fencing, or vibration isolation features implemented on a lot, are not to be tampered with or altered, and further that the purchaser shall have the sole responsibility for and shall maintain these features.

19. The following additional warning clauses apply to the Blocks as set out in the below table:

Type A: Purchasers/tenants are advised that sound levels due to increasing road traffic and rail traffic may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the limits of the Municipality and the Ministry of the Environment, Conservation and Parks.

Type B: Purchasers/tenants are advised that despite the inclusion of noise control features in the development and within the building units, sound levels due to increasing road traffic and rail traffic may

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on occasion interfere with some activities of the dwelling occupants as the sound levels exceed the limits of the Municipality and the Ministry of the Environment, Conservation and Parks.

Type C: That the acoustical berm and/or barrier as installed, shall be maintained, repaired or repaired by the owner or the common elements condominium corporation with the same material, or to the same standards, and having the same colour and appearance of the original.

Type D: This dwelling unit has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the sound level limits of the Municipality and the Ministry of the Environment, Conservation and Parks.

Type E: This dwelling unit has been designed with the provision for adding central air conditioning at the occupant’s discretion. Installation of central air conditioning by the occupant in low and medium density developments will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the limits of the Municipality and the Ministry of the Environment, Conservation and Parks.

Type F: Warning: Canadian Pacific Railways Company or its assigns or successors in interest has or have a right-of-way within 300 metres from the land subject hereof. There may be alteration to or expansions of the railway facilities on such rights-of-way in the future including the possibility that the railway or its assigns or successors as aforesaid may expand its operations, which expansion may affect the living environment of the residents in the vicinity, notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the development and individual dwellings. CPR will not be responsible for any complaints or claims arising from use of such facilities and/or operations on, over or under the aforesaid rights-of-way.

Block No.	Type of Warning Clause
1.	A, D, F
2.	A, D, F
3.	A, D, F
4.	B, C, D, F
5.	A, D, F
6.	A, D, F
7.	A, D, F
8.	A, D, F
9.	A, D, F
10.	A, D, F
11.	A, D, F
12.	A, E, F
13.	A, E, F
14.	A, E, F

20. Purchasers are advised that any berm, fencing, or vibration isolation features implemented on their lots or otherwise are not to be tampered with or altered, and further the Purchaser shall have the sole responsibility for and shall maintain these features located on their lots.
21. Purchasers are advised that the planting of trees on City boulevards in front of residential units is a requirement of the Site Plan Agreement. A drawing depicting the conceptual location for boulevard trees is included as a schedule in this Site Plan Agreement. This is a conceptual plan only and while every attempt will be made to plant trees as shown, the City reserves the right to relocate or delete any boulevard tree without further notice.
22. Purchasers are advised that the City has not imposed an amount of a “Tree Fee” or any other fee which may be charged as a condition of purchase for the planting of trees. Any “Tree Fee” paid by the purchasers for boulevard trees does not guarantee that a tree will be planted on the boulevard in front or on the side of a residential dwelling.
23. Purchasers/tenants are advised that all lots/Potls will have bioswales and/or infiltration trenches located in the rear yard for drainage purposes. Purchasers/tenants shall not tamper with, obstruct, excavate, or construct on such bioswales/infiltration trenches with any improvements or heavy landscaping and shall in no way interfere with the proper functioning of these features. All owners shall ensure the bioswales/infiltration trenches within their respective lots/Potls shall remain clear and functional to permit proper drainage.

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24. Purchasers/tenants are advised that, in the event of a Regional Storm event, this proposed development will not have access/egress available by vehicle in a regional flood event due to Rutherford Road and Highway 27 and Rutherford Road west of the nearby rail line being overtopped by flood waters.
25. Purchasers and/or tenants are advised that ‘Drainie Street’ ending in a dead end will be extended in the future to facilitate the development of adjacent lands without further notice.
26. Purchasers and/or tenants are advised that Drainie Street, Radisson Street, and Duart Gate may allow access between the development and the lands to the north.”
27. Purchasers and/or tenants are advised that the temporary black vinyl chain link fence located along the property line of the amenity area will be removed in the future to facilitate the development of amenity space with the adjacent lands without further notice

THE PURCHASER AGREES TO ACCEPT AND ACKNOWLEDGE ANY OTHER PROVISIONS OR WARNING CLAUSES WHICH MAY BE REQUIRED WITHIN THE SITE PLAN AGREEMENT WITH THE CITY OF VAUGHAN, WITHIN FIVE (5) DAYS FROM RECEIVING WRITTEN NOTICE THEREOF.

DATED: this ____ day of _____, 20__

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