

SCHEDULE “D” TO AGREEMENT OF PURCHASE AND SALE

WARNING PROVISIONS

NOTE: For the purposes of this Schedule, capitalized terms not specifically defined herein shall have the meanings attributed to them in the Disclosure Statement.

- D.1 The Purchaser acknowledges that it is anticipated by the Vendor that in connection with the Vendor’s application to the appropriate governmental authorities for draft plan of condominium approval certain requirements may be imposed upon the Vendor by various governmental authorities. These requirements (the “**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 building to major streets and similar matters). Accordingly, the Purchaser covenants and agrees that (1) on either the Occupancy Date or the Title Transfer Date, as defined in the Agreement of Purchase and Sale, as determined by the Vendor, the Purchaser shall execute any and all documents required by the Vendor acknowledging, inter alia, that the Purchaser is aware of the Requirements, and (2) if the Vendor is required to incorporate the Requirements into the final condominium documents the Purchaser shall accept the same, without in any way affecting this transaction.
- D.2 The Purchaser acknowledges and agrees that one or more of the development agreements with the City may require the Condominium to provide the Purchaser with certain notices, including without limitation, notices regarding such matters as land use, the maintenance of retaining walls, abatement features, garbage storage and pick-up, school transportation, and noise/vibration levels from adjacent roadways and/or nearby public transit operations. Purchasers hereby agree to be bound by the contents of any such notice(s), whether given to the Purchasers at the time that this Agreement has been entered into, or at any time thereafter up to the Occupancy Date, and the Purchasers further covenant and agree to execute, forthwith upon the Condominium’s request, an express acknowledgment confirming the Purchaser’s receipt of such notice(s) in accordance with (and in full compliance of) such provisions of the Development Agreement(s), if and when required to do so by the Condominium.
- D.3 The Purchaser is hereby advised that the Vendor’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 only cover the common elements and the standard unit and will not cover any betterments or improvements made to the standard unit, nor any furnishings or personal belongings of the Purchaser or other residents of the Unit, and accordingly the Purchaser should 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 and in accordance with the Occupancy License appended to and forming part of the Agreement of Purchase and Sale.
- D.4 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, as well as easements relating to tie backs, tie rods, crane swing and hoarding.
- D.5 Each Residential Unit has conduit(s) for the provision of telecommunication service. These services are to be paid for directly by the owner.
- D.6 The Purchaser acknowledges and agrees that local noise sources, including without limitation, Finch Avenue West, existing commercial business, churches, schools, any public laneways and walkways that may be located on neighbouring lands in the area may, at times, be audible in spite of the provision of noise control measures.
- D.7 The Purchaser is advised and acknowledges that:
- (a) noise levels caused by the Condominium’s emergency generator, bank of elevators, stair doors, vents, shafts, garbage chutes, mechanical equipment, move-in bays and ancillary moving facilities and areas, and by the Condominium’s indoor recreation facilities, may occasionally cause noise and inconvenience to the residential occupants;

(b) noise levels caused by the Condominium’s mechanical equipment, the loading and unloading of vehicles and the daily operation of businesses within the vicinity may occasionally cause noise and inconvenience to Unit occupants;

(c) as and when the Condominium is still under construction and when other residential units in the Condominium are being completed and/or moved into, excessive levels of noise, vibration, dust and/or debris are possible, and same may accordingly temporarily cause noise and inconvenience to the residential occupants; and

(d) certain businesses which are in the vicinity, including, but not limited to, churches, schools, restaurants and cafes, may produce noise and/or odours that may cause inconvenience to the residential occupants.
- D.8 The Purchaser is advised and acknowledges that as and when the Condominium is still under construction and when other residential units in the Condominium are being completed and/or moved into, excessive levels of noise, vibration, dust and/or debris are possible, and same may accordingly temporarily cause noise and inconvenience to the residential occupants.
- D.9 The Purchaser is advised that despite the inclusion of noise control features in this development area and within the dwelling units, noise levels from increasing road traffic on Finch Avenue West, commercial operations in the vicinity of the Building, as well as noise and vibration from public transit (TTC), traffic and operations along Finch Avenue West, (as well as future L.R.T. operations), pedestrian uses along the public walkways, may continue to be of concern, occasionally interfering with some activities of the dwelling occupant as the noise level exceeds the City’s and the Ministry of Environment, Conservation and Parks noise criteria. Air conditioning has been installed to achieve adequate interior sound levels. All dwelling units will be equipped with central air conditioning. **[CLIENT TO ADVISE]**
- D.10 The Purchaser is advised and acknowledges the Vendor reserves the right to increase or decrease the final number of Residential Units and/or other ancillary units intended to be created within the Condominium, as well as the right to alter the design, style, size and/or configuration of the Residential Units ultimately comprised within the Condominium which have not yet been sold by the Vendor to any unit purchaser(s), all in the Vendor’s sole and absolute discretion, and the Purchaser expressly acknowledges and agrees to the foregoing, provided that the final budget for the first year following registration of the Condominium is prepared in such a manner so that any such variance in the Residential Units and/or other ancillary unit count will not affect, in any material or substantial way, the percentages of common expenses and common interests allocated and attributable to the Residential Units sold by the Vendor to the Purchaser. Without limiting the generality of the foregoing, Purchasers further acknowledge and agree that one or more Residential Units situate adjacent to one another may be combined or amalgamated prior to the registration of the Condominium, in which case the common expenses and common interests attributable to such proposed former units will be incorporated into one figure or percentage in respect of the final combined Unit, and the overall Residential Unit count of the Condominium will be varied and adjusted accordingly. None of the foregoing changes or revisions (if implemented) shall in any way be considered or construed as a material change to the disclosure statement prepared and delivered by the Vendor to the Purchasers.
- D.11 The Purchaser hereby acknowledges and agrees that the Vendor cannot guarantee (and will not be responsible for) the arrangement of a suitable move-in time for purposes of accommodating the Purchaser’s occupancy of the residential unit on the Occupancy Date, (or any acceleration or extension thereof as hereinbefore provided) and under no circumstances shall the Purchaser be entitled to any claim, refund, credit, reduction/abatement or set-off whatsoever against any portion of the Purchase Price, or against any portion of the common expenses or other adjustments with respect thereto (nor with respect to any portion of the monthly occupancy fees so paid or payable, if applicable) as a result of the service elevator not being available to accommodate the Purchaser moving into the Condominium on (or within any period of time after) or the Occupancy Date (or any acceleration or extension thereof, as aforesaid).
- D.12 The Purchaser is advised and acknowledges that the Building and the Condominium will be located in a part of the City of Toronto that contains various uses of adjacent properties that may cause increased noise, increased traffic, road closures, future redevelopment, and other inconveniences. Each purchaser shall satisfy himself or herself relating to the location of the Property and the adjacent uses, it being expressly acknowledged and agreed that the adjacent lands and the uses carried out thereon are subject to change as may be determined by the respective owners of such lands and the applicable zoning from time to time for such lands. The Vendor makes no representation or warranties relating to the current and/or future uses of lands adjacent to the Condominium, and/or the impact of such uses on the residents of the Condominium.
- D.13 The Purchaser is advised and acknowledges that typical noise associated with the use of the amenity spaces and mechanical facilities may occasionally interfere with some activities within the Unit. Purchasers acknowledge that they have reviewed the draft condominium plan provided to them within the Disclosure Statement and, in consideration of both their location on a particular level and their location beneath or above certain amenities and mechanical facilities, are satisfied with respect to their proximity to the proposed amenities and mechanical facilities located on their respective level.

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- D.14 Purchasers of Residential Units are advised that certain units are located in proximity to the indoor and outdoor amenity areas, and noise and odours may be noticed by such Purchasers and may impact the Purchasers.
- D.15 The Purchaser is advised and acknowledges that it is currently contemplated that the snow removal for the site will not be completed by the City of Toronto. 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.
- D.16 The Purchaser acknowledges and agrees that the Vendor (and any of its authorized agents, representatives and/or contractors), as well as one or more authorized representatives of the Condominium, shall be permitted to enter the Unit after the Title Transfer Date, from time to time, in order to enable the Vendor to correct outstanding deficiencies or incomplete work for which the Vendor is responsible, and to enable the Condominium 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.
- D.17 The Purchaser acknowledges and agrees that the Vendor reserves the right to add or relocate certain mechanical equipment within the Unit, including, but not limited to, a fan coil or heat pump system and ancillary equipment, to be located and placed along either the interior of an outside wall or an interior demising wall, in accordance with engineering and/or architectural requirements.
- D.18 The Purchaser is advised and acknowledges that the Vendor’s marketing material including, but not limited to, sales office displays, building models, suite vignettes, building renderings, floor plans and site drawings and renderings (“**Marketing Material**”) which they may have reviewed prior to the execution of this Agreement remains conceptual and that final building plans are subject to the final review and approval of any applicable governmental authority and the Vendor’s design consultants and engineers, and accordingly such Marketing Material does not form part of this Agreement or the Vendor’s obligations hereunder.
- D.19 The Purchaser acknowledges that the Vendor has made no representation regarding the site lines and view from the Unit, and without limiting the generality of the foregoing, the Purchaser shall not rely on any scale models, view photography, renderings, or other marketing materials. In addition, purchasers are advised that other adjoining and neighbouring landowners may develop or redevelop their properties which may impact on the site lines and views from the Unit.
- D.20 The Purchaser acknowledges that:
- i. the proximity of the proposed development, to TTC infrastructure may result in noise, vibration, electromagnetic interference, stray current, smoke and particulate matter, transmission (collectively referred to as “**Interferences**”) to the development;
 - ii. the City and TTC will not accept responsibility for such effects on any of the development and/or its occupants;
 - iii. it had been advised by TTC to apply reasonable attenuation/mitigation measures with respect to the level of the Interferences on and in the development;
 - iv. a TTC Interferences Warning clause, as provided below and satisfactory to TTC has been, or shall be inserted into all rental agreement(s), and/or offers of purchase and sale or lease and condominium declaration(s) for each unit:
- The Purchaser and/or Lessee specifically acknowledges and agrees that the development of the lands municipally known as 242 Finch Avenue West, Toronto, Ontario (the “Development”) to TTC operations, presently in existence or subsequently or re-constructed, may result in transmissions of noise, vibration, electromagnetic interference, stray current, smoke, particulate matter or other interferences (collectively referred to as “Interferences”) on or to the Development and despite the inclusion of control features within the Development, Interferences from transit operations or construction activity may continue to be of concern, occasionally interfering with some activities of occupants in the Development. Notwithstanding the above, the Purchaser and/or Lessee agrees to release and save harmless the City of Toronto, the Toronto Transit Commission, together with their Commissioners, officers, employees, successors and assigns, from all claims, losses, judgments or actions arising or resulting from any and all Interferences. Furthermore the Purchaser and/or Lessee acknowledges and agrees that an Interferences clause substantially similar to the one contained herein shall be inserted into any succeeding lease, sublease or sales agreement, and that this requirement shall be binding not only on the parties hereto but also their respective successors and assigns and shall not die with the closing of the transaction.
- D.21 The Purchaser acknowledges being advised of the following notices:
- (a) Whereas, despite the best efforts of the Toronto Catholic District School Board, sufficient accommodation may not be available for all anticipated students at local schools, you are hereby notified that it may be necessary for Elementary and/or Secondary students from this development to be accommodated in facilities outside of the community depending on availability of space
 - (b) Despite the best efforts of the Toronto District School Board, sufficient accommodation may not be available in the neighbourhood schools for all students anticipated from the development area. Students may be accommodated in school facilities outside the neighbourhood or students may later be transferred to other school facilities. For information regarding designated school(s), please call 416-394-7526. Residents agree that for the purpose of transportation to school, if bussing is provided by the Toronto District School Board in accordance with the TDSB’s bussing policy, students will not be bussed from their home to the school facility, but will meet the bus at designated locations in or outside of the area.
- The above warning clauses (including this sentence) shall, for a period of ten years following registration of this Site Plan Agreement, be included in all agreements of purchase and sale and all tenancy agreements (including agreements to lease or rent) for residential units in the development covered by this Site Plan Agreement.
- D.22 The Purchaser is advised and acknowledges that windows in all Residential Units may be tinted to increase the building’s overall energy efficiency and may, if required by the applicable governmental authorities be treated with a high density pattern of decals, sunshades, fritted glass or window film, all at the Vendor’s sole and absolute discretion. If the foregoing applies, the Purchaser is advised that window treatments will cause some obstruction of view through the glass.
- D.23 The Purchaser is advised and acknowledges that car elevator wait times may vary according to various factors, including without limitation, elevator usage by residents and visitors to the Condominium, increased elevator usage at certain times of the day, the performance of maintenance and repairs to elevators. The Purchaser acknowledges that it shall have absolutely no claim or cause of action against the Vendor, including without limitation, a claim for a refund, credit, reduction/abatement or set-off whatsoever against any portion of the Purchase Price of the Unit, or against any portion of the monthly Occupancy Fees so paid or payable as a result of any elevator wait time delays.
- D.24 The Declarant may, in its sole and absolute discretion, provide one or more objects of art (being the Art Object referred to in Section 4.2 hereof) visible to the public, and the Declarant may, at its sole and absolute discretion, either transfer the Art Object to the Condominium or convey the Art Object to a governmental authority including the City or a charitable body. In either event, if the Declarant provides an Art Object, the Condominium will be obligated to maintain the Art Object.
- D.25 Purchasers are advised that noise levels caused by the Condominium’s cooling tower, emergency generator, bank of elevators, garbage chutes, overhead electric garage doors, mechanical equipment, loading area, moving room and/or recreation facilities may cause noise and inconvenience to the residential occupants.
- D.26 Purchaser acknowledges having been advised that the Vendor may, in its sole and absolute discretion, provide an Art Object and the Vendor may, in its sole and absolute discretion, transfer the Art Object to the Condominium or convey the Art Object to a governmental authority including the City or a charitable body. In either event, if the Vendor provides an Art Object, the Condominium will be obligated to maintain the Art Object. Any Art Object portrayed on the brochures, drawings, plans, advertisements, sales office displays or other marketing materials is conceptual only and remains subject to review and approval by the City of Toronto and applicable governmental authorities and/or agencies thereof, and may ultimately be replaced with a different Art Object or no Art Object if the requisite governmental approvals are not obtained.

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- D.27 The Purchaser acknowledges and agrees that the views from the Condominium (including those views that exist after completion and construction of the Condominium and those views shown on any site plan, marketing materials, signs, artists renderings or scale model) may be blocked, altered or obscured due to development and construction activities within the Municipality and/or nearby or surrounding lands.
- D.28 Recycling of refuse may be required by the Municipality and residents will be required to sort refuse in accordance with the recycling requirements of the Municipality.
- D.29 The Purchaser is advised that the balconies and/or terraces appurtenant to the residential units may be occupied and/or utilized, from time to time, by the Vendor, the Condominium Corporation, and/or the Condominium Corporation's property manager for the purpose of inspecting, repairing, replacing, and/or cleaning of any windows, window systems and/or the façade of the Condominium. The Purchaser shall not object and/or restrict, hinder or delay such access, occupation, and use of the balconies and/or terraces.
- D.30 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 may on occasions interfere with some activities of the dwelling as the sound levels exceed the sound level limits of the Municipality and the Ministry of the Environment.
- D.31 This dwelling unit has been supplied with an 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.
- D.32 Purchasers/tenants are advised that due to the proximity of the neighbouring commercial and institutional buildings, sound from these uses may, at times, be audible.
- D.33 Purchasers are advised that the Condominium is located within 300 metres of a hydro corridor with a Hydro One transmission line. The hydro corridor is intended to receive minimal level of maintenance and the owner thereof and utility provider will not be responsible for any inconvenience or nuisance which may present itself as a result of the current or any future use.
- D.34 The Purchaser is advised that the Declarant and/or the Corporation, as well as their respective agents, employees, and contractors, may require access to the Residential Units in order to carry out maintenance and/or repair of the exterior portion of windows, including, without limitation, annual or semi-annual, as the case may be, washing of the exterior portions of windows.
- D.35 The Purchaser acknowledges and agrees that the views from the Condominium (including those views that exist after completion and construction of the Condominium and those views shown on any site plan, marketing materials, signs, artists renderings or scale model) may be blocked, altered or obscured due to development and construction activities within the Municipality and/or nearby or surrounding lands.

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