

## 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.

1. Each Residential Unit has conduit(s) for the provision of telecommunication service. These telecommunication services are to be paid for directly by the owner.
2. 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.
3. The Purchaser hereby acknowledges that noise levels caused by the Condominium's mechanical equipment may occasionally cause noise and inconvenience to Unit occupants.
4. 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 approval certain requirements may be imposed upon the Declarant 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 determined 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, and (2) if the Declarant is required to incorporate the Requirements into the final condominium documents the Purchaser shall accept the same, without in any way affecting this transaction and without such amendments being deemed a material change pursuant to the Condominium Act, 1998.
5. The Purchaser is advised and acknowledges 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, landscaping features and/or fencing, provisions in minutes of settlement required by adjoining properties, noise abatement features, garbage storage and pick-up, school transportation, and noise/vibration levels from adjacent roadways and/or nearby railway lines or airports. 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.
6. 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 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 Licence.
7. The Purchaser is hereby advised and acknowledges that:
  - a. noise levels caused by the Condominium's cooling tower, emergency generator, bank of elevators, garbage chutes, mechanical equipment, move-in bays and ancillary moving facilities and areas, by the Condominium's indoor and outdoor recreation facilities may occasionally cause noise and inconvenience to the residential occupants; and
  - b. 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.
8. Purchasers specifically acknowledge and agree that the Condominium will be developed in accordance with any requirements that may be imposed from time to time by the City of Vaughan, Go Transit, York Region Transit (YRT) and the Toronto Transit Commission (TTC), and the proximity of the Property to public transit operations which may result in noise, vibration, electromagnetic interference, and stray current transmissions ("Interferences") to the Property and despite the inclusion of control features within the Condominium. Interferences from transit operations may continue to be of concern, occasionally interfering with some activities of the dwelling occupants in the Condominium. Notwithstanding the above, the Purchaser agrees to indemnify and save harmless the City of Vaughan, Go Transit, York Region Transit (YRT) and the Toronto Transit Commission (TTC) from all claims, losses, judgments or actions arising or resulting from any and all interferences. Furthermore the Purchaser acknowledges and agrees that an emissions, electromagnetic, stray current and noise-warning clause similar to the one to 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.
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 as well as public transit traffic and 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 and Climate Change's noise criteria. Air conditioning has been installed to achieve adequate interior sound levels. All dwelling units will be equipped with seasonal central air conditioning.
10. The Purchaser is advised and acknowledges that the Declarant reserves the right to increase or decrease the final number of Residential Units, Parking Units, Locker 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 Declarant to any unit purchaser(s), all in the Declarant's sole 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, Parking Units, Locker 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, Locker Units and/or Parking Units sold by the Declarant to the Purchaser. Without limiting the generality of the foregoing, Purchasers further acknowledge and agree that one or more Residential Units situate or 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.
11. 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 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 that the Purchaser shall be solely responsible for directly contacting the Declarant's customer service office or property management office in order to make suitable booking arrangements with respect to the Condominium's service elevator, if applicable (with such booking being allotted on a

Purchaser [\_\_\_\_][\_\_\_\_] Vendor [\_\_\_\_]

"first come, first served" basis), 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).

12. Purchasers of Residential Units on Levels 1, 2 and 3 are advised that certain units are located in proximity to the indoor or outdoor amenities areas. Noise and odours may be noticed by residents, tenants and occupants and may impact the Purchasers from time to time during use of the applicable amenities areas by residents and their permitted guests.
13. The Purchaser is advised that although the fan coils/heat pump servicing the Residential Units are owned by, and are the responsibility of, the individual unit owners, the Condominium's board of directors (the "Board") may elect to implement a program of repair and maintenance, including the replacement of air filters, which costs will become the obligation of owners.
14. Purchasers acknowledge that elevator wait times may vary according to various factors, including without limitation, elevator usage by visitors to the Condominium, increased elevator usage at certain times of the day, the performance of maintenance and repairs to elevators and the reservation of the elevator for the transportation of any goods or home furnishings. 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.
15. The Purchaser acknowledges that it is currently contemplated that the snow removal for the site will not be completed by the City. 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.
16. The Purchaser is advised that noise and/or odour levels from surrounding commercial businesses may be of concern and occasionally interfere with some activities of the Unit occupants as the sound levels may exceed the sound level limits of the City of Vaughan's and the Ministry of Environment, Conservation and Parks.
17. The Purchaser is advised that their individual Parking Unit may contain structural obstructions such as a wall(s) and/or column(s) and/or pipes and/or drains within the boundaries of such Parking Unit.
18. 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 Condominium, shall be permitted to enter the Unit after the Title Transfer Date, 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 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.
19. The Purchaser acknowledges and agrees that the Declarant 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.
20. The Declarant shall have the right to substitute any level in the Condominium with an alternative floor plate containing a modified design of units and/or number of units on the level. In the event that such modification becomes necessary, there shall be a reallocation of each purchaser's proportionate percentage and the Budget shall be modified accordingly and the units and level numbers shall be re-numbered accordingly. The Purchaser acknowledges that 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 Declarant to the Purchaser in connection with this transaction.
21. The Purchaser is advised 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.
22. The Purchase is advised that the Declarant'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 Declarant's design consultants and engineers, and accordingly such Marketing Material does not form part of this Agreement or the Declarant's obligations hereunder.
23. The Purchaser acknowledges that the Vendor has made no representation regarding the sight 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.
24. The Purchaser acknowledges being advised of the following notices:
  - a. Whereas, despite the best efforts of the York Catholic District School Board and York Region 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 York Catholic District School Board and York Region 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 contact the School Boards' Accommodation Department. Residents agree that for the purpose of transportation to school, if bussing is provided by the York Catholic District School Board and York Region District School Board in accordance with the School Boards' 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.

25. The City of Vaughan may require the Declarant to designate certain Parking Units in the description of this Condominium for use by a physically challenged person (the "PC Units"). The PC Units shall be clearly identified by the international symbol of accessibility for the physically challenged and the PC Units shall be subject to the following (or similar) restriction upon their occupation and use from time to time:

Purchaser [\_\_\_\_][\_\_\_\_] Vendor [\_\_\_\_]

"In the event that an individual who is the holder of a disabled person parking permit issued under Regulation 581 of the Revised Regulations of Ontario, 1990 (Accessible Parking for Persons with Disabilities) made under the Highway Traffic Act or a national identity card issued by the Canadian National Institute for the Blind ("a disabled person") acquires the right to occupy a Parking Unit in the parking garage, the owner of and any person occupying a PC Unit which is closest to the Parking Unit acquired by such disabled person, shall, upon notice from the Corporation and at the request of such disabled person, transfer and exchange the right to occupy the PC Unit with such disabled person for the parking unit which has been acquired by purchase or lease by the disabled person. The right of such disabled person to occupy such PC Unit shall continue for the full period of such disabled person's residency in this Corporation and any sale, transfer or other conveyance, or lease or license of the PC Unit shall be subject to the right of occupancy of the disabled person as herein set out."

26. Off-site impacts, including odours, emissions and noise from off-site businesses or commercial areas may be expected, as well as noise, emissions, and other impacts arising from surrounding buildings adjacent to the Condominium.
27. The Purchaser is advised that all windows in the building and/or the railings on the adjacent balconies or terraces, as the case may be, may be tinted to increase the building's overall energy efficiency and may be treated with a high density pattern of decals, sunshades, fritted glass or window film as may be required by the applicable governmental authority.
28. The Declarant is registered as a vendor with the Tarion New Home Warranty Program under the Ontario New Home Warranties Plan Act which is administered by TWC. The purchaser is advised to become familiar with his or her rights under the warranty program, as set out in the Tarion Homeowner Information Package, and with the requirements to provide notices to Tarion with respect to any building deficiencies or the quality of workmanship items in order to make claims under the warranty program, including the following:
  - a. As part of the administration of the New Home Warranty Program a vendor/builder is required to conduct a Pre-Delivery Inspection (PDI) of all freehold homes and condominium units which is a formal record of the home's condition before the purchaser takes possession and which will be used as a reference for future warranty service requests.
  - b. The purchaser is also advised that Tarion requires that the purchaser must notify Tarion of outstanding warranty items by submitting a "30-day Form" to Tarion at Tarion Customer Centre, 5160 Yonge Street, 12th Floor, Toronto Ontario, M2N 6L9 or by mail, courier or fax to 1-877-664-9710 before the end of the first thirty (30) days of possession of a home by the purchaser.
  - c. The purchaser is advised that he/she must complete and submit a Year End Form to notify Tarion of outstanding warranty items in the final thirty (30) days of the first year of possession of a home by the purchaser.
  - d. The purchaser is advised that he/she must complete and submit a Second-Year Form to notify Tarion of outstanding warranty items in the final thirty (30) days of the second year of possession of a home by the purchaser.
29. The Purchaser is advised that failure by them to submit the required notices to Tarion on a timely basis may affect their ability to make claims under the New Home Warranty Program.
30. 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.