

**SCHEDULE “W”**

**WARNING CLAUSES AND NOTICES TO POTENTIAL PURCHASERS**

The Developer shall ensure that this Schedule is attached to all agreements of purchase and sale between the Builder and purchasers of any Unit within the Blocks shown on the Concept Site Plan.

The Town is not responsible for any inconvenience the items noted below may cause to the potential purchaser.

**1.     Location of Town Lands**

The location and use of all Town owned facilities within the Plan is set out below:

- (a)     Block 2: Park Block.

**2.     Individual Purchasers: Lot Grading**

- 2.1     Purchasers of any Unit on the Concept Site Plan acknowledge that in the event that the Unit being purchased is not landscaped at the time of closing, it will be the responsibility of the Builder to complete the Lot Grading including, but not limiting the generality of the foregoing, topsoiling, sodding, paving of the driveway from the road to the garage and the installation of a retaining wall, where applicable, for the Unit within twelve (12) months of the date of the issuance of the occupancy permit for the Unit pursuant to the *Building Code* . Upon completion of the landscaping referred to in this Agreement as Lot Grading, and upon certification by the Developer’s Engineer and acceptance by the Town evidenced by the issuance of a Lot Grading Certificate by the Town’s Engineer, the Builder shall provide the purchaser with a copy of the Lot Grading Certificate and a copy of the approved Lot Grading plan for the Unit.
- 2.2     Purchasers of any Unit on the Concept Site Plan acknowledge that that they must not install fences, sheds, pools, concrete, brick or stone walkways, decks, foundation plantings or any other landscape features that would change or alter the property in a manner that would affect its compliance with the Lot Grading plan for the property or which would adversely affect the lot grading or drainage of any abutting property.
- 2.3     Purchasers of any Unit on the Concept Site Plan acknowledge that the Developer and Builder shall not require the purchaser to install any of the Works required under this Agreement or include the cost of any of the Works required by this Agreement. This includes without limiting the generality of the foregoing, water meters, back flow preventors, pressure reducing valves, driveway paving from road to garage, sodding, municipal fencing, retaining walls, boulevard trees as a direct or extra charge to any purchaser of a Unit on the Concept Site Plan.

**3.     Temporary School Facilities – Simcoe Muskoka Catholic District School Board**

Purchasers of any Unit on the Concept Site Plan acknowledge that students from the Development area attending educational facilities operated by the Simcoe Muskoka Catholic District School Board may be transported to/accommodated in temporary facilities outside the Development’s school area.

**4.     Temporary School Facilities – Simcoe County District School Board**

Purchasers of any Unit on the Concept Site Plan acknowledge that students from the Development area attending educational facilities operated by the Simcoe County District School Board may be accommodated in temporary facilities or transported to schools outside the Development’s school area. Public schools on designated sites in the community are not guaranteed. Attendance at schools yet to be constructed in the area is also not guaranteed. School buses will not enter cul de sacs. Pick-up points will generally be located on through-streets suitable to the Simcoe County

Purchaser	Vendor

District School Board and additional pickup points will not be located within the subdivision until the majority of the construction activities have been completed.

5. **Mail Service**

Purchasers of any Unit on the Concept Site Plan acknowledge that mail delivery will be from centralized community mailboxes. The exact location of the community mailbox that serves the individual purchasers home is to be provided to the purchaser by the Developer (or Builder, in which case the Developer will ensure the Builder complies with this requirement) prior to the property being transferred.

6. **Sump Pump Activity**

Purchasers acknowledge that the Developer and Builder undertake their best efforts to minimize groundwater around basement foundations, however the frequency of sump pump operations cannot be guaranteed. Sump pumps are expected to operate seasonally and during periods of high groundwater conditions.

7. **County of Simcoe Curbside Waste Collection**

Purchasers of any Unit on the Concept Site Plan acknowledge that the roads within the residential development are private condominium roads that are subject to agreements for maintenance, snow removal and waste collection to be arranged by the Condominium Corporation. While the County of Simcoe is not obligated to provide waste collection services to private condominium roads, the County may be able to service this development and has requested that the roads be designed to accommodate County waste collection vehicles. The Developer acknowledges that if the County of Simcoe is not able to provide waste collection services due to non-compliance with the requirements of the County’s Waste Collection Technical Design Standards, or following the commencement of service to the development, the private road function changes such that collection services would be impacted, the County reserves the right to decline services in the development or disrupt service until such time as the problem is addressed. It will then be the sole responsibility of the Condominium Corporation to arrange for waste collection services through a private contractor, to be paid for by the Condominium Corporation.

8. **Park Block**

- 8.1 The Purchaser of the easterly Unit in Block 4 on the Concept Site Plan acknowledges that the installation of a gate to access Block 2 is not permitted.
- 8.2 Purchasers of any Unit in Blocks 2 or 4 shown on the Concept Site Plan adjacent to Park Block 2 acknowledge that there is potential for exposure to night lighting, traffic and noise.

Purchaser	Vendor