

ATTACHMENT NO. 1

CONDITIONS OF DRAFT APPROVAL

**DRAFT PLAN OF CONDOMINIUM (COMMON ELEMENTS)
FILE 19CDM-19V003 ('PLAN')
CLUSTERGARDEN ESTATES INC. ('OWNER')
PART OF LOT 17, CONCESSION 4, PART OF BLOCK 2 ON 65M-3063,
CITY OF VAUGHAN**

THE CONDITIONS OF THE COUNCIL OF THE CITY OF VAUGHAN THAT SHALL BE SATISFIED PRIOR TO THE RELEASE FOR REGISTRATION OF PLAN OF CONDOMINIUM (COMMON ELEMENTS) FILE 19CDM-17V005, ARE AS FOLLOWS:

City of Vaughan

1. The Plan shall relate to a Draft Plan of Condominium, prepared by R-PE Surveying Ltd., drawing File No. 14-277-DR PLAN-1(GR), dated March 21, 2019.
2. Prior to the execution of the Condominium Agreement, the Owner shall submit a preregistered Plan of Condominium to the Development Planning Department.
3. The Owner shall enter into a Condominium Agreement with the City of Vaughan and shall agree to satisfy any conditions that the City of Vaughan may consider necessary.
5. The following provisions shall be included in the Condominium Agreement:
 - a) The Owner and/or Condominium Corporation shall be responsible to regularly clean and maintain all driveway and rear-lot catch basins;
 - b) The Owner and/or Condominium Corporation shall be responsible for private garbage and recycling collection, snow removal and clearing.
 - c) The Owner and/or Condominium Corporation shall include the following clauses in the Condominium Declaration:
 - i) Informed consent from all purchasers will be received by way of a description of the waste removal service in the Condominium Disclosure Statement and Draft/Final Declaration, which will be

reviewed by the City as part of the Condominium Approval Process and prior to release for registration of the Condominium.

- ii) The Declaration will include a Budget for the common elements and Notes to the Budget, detailing the nature and cost of the waste removal service and its implication on monthly fees paid by each unit owner. Buyers and all future buyers will be made aware of this service through the Condominium Declaration that is registered on title.
 - iii) The following warning clause shall be included in the Disclosure Statement, Condominium Declaration and Agreement of Purchase and Sale:
 - a) “Warning: Homeowners are advised that removal of both recycling, general waste, leaf and yard waste, bulky waste items, metal/appliance collection and any future organics collection will be by way of a private service provided by the Condominium Corporation. The Common Element Condominium is not designed for public waste removal.”
 - b) “Warning: Canadian National Railway Company or its assigns or successors in interest has or have a rights-of-way within 1,000 metres from the land the subject hereof. There may be alterations 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 dwelling(s). CNR 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.”
 - d) The Owner and/or Condominium Corporation shall supply, install, and maintain mail equipment to the satisfaction of Canada Post.
6. The Condominium Agreement shall be registered on title against the lands to which it applies, at the cost of the Owner.

7. Prior to final approval, the Owner shall submit an "as-built" survey to the satisfaction of the Building Standards Department.
8. Prior to final approval, the Owner and their Solicitor and Land Surveyor shall confirm that all required easements and rights-of-way for utilities, drainage and construction purposes have been granted to the appropriate authorities.
9. Prior to final approval, the Owner shall confirm to the Development Planning Department that they have paid all taxes levied, all additional municipal levies, if applicable, development charges and all financial requirements of this development as may be required by the Financial Planning and Development Finance Department. The Owner also certifies acknowledgement of responsibility for the payment of all taxes levied to date, both interim and final, and all taxes levied upon the land after execution of this Condominium Agreement, if required, until each unit covered under this Condominium Agreement is separately assessed.

Canada Post

10. Prior to final approval, the Owner shall satisfy the following conditions of Canada Post:
 - a) The Owner will consult with Canada Post to determine suitable permanent locations for the placement of Community Mailboxes and to indicate these locations on appropriate servicing plans;
 - b) The Owner will confirm to Canada Post that the final secured permanent locations for the Community Mailboxes will not be in conflict with any other utility; including hydro transformers, bell pedestals, cable pedestals, flush to grade communication vaults, landscaping enhancements (tree planting) and bus pads;
 - c) The Owner will install concrete pads at each of the Community Mailbox locations as well as any required walkways across the boulevard and any required curb depressions for wheelchair access as per Canada Post's concrete pad specification drawings;
 - d) The Owner will agree to prepare and maintain an area of compacted gravel to Canada Post's specifications to serve as a temporary Community Mailbox location. This location will be in a safe area away from

construction activity in order that Community Mailboxes may be installed to service addresses that have occupied prior to the pouring of the permanent mailbox pads. This area will be required to be prepared a minimum of 30 days prior to the date of first occupancy;

- e) The Owner will communicate to Canada Post the excavation date for the first foundation as well as the expected date of first occupancy;
- f) The Owner of any condominiums will be required to provide signature for a License to Occupy Land agreement and provide winter snow clearance at the Community Mailbox location; and
- g) Enhanced Community Mailbox Sites with roof structures will require additional documentation as per Canada Post Policy.

Bell Canada

11. "The Owner shall indicate in the Condominium Agreement, in words satisfactory to Bell Canada, that it will grant to Bell Canada any easements that may be required, which may include a blanket easement, for communication/telecommunication infrastructure. In the event of any conflict with existing Bell Canada facilities or easements, the Owner shall be responsible for the relocation of such facilities or easements".

Clearances

12. The City of Vaughan Development Planning Department shall advise that Conditions 1 to 9 have been satisfied.
13. Canada Post shall advise the Development Planning Department in writing that Condition 10 has been satisfied.
14. Canadian National Railway shall advise the Development Planning Department in writing that Condition 5 c) iii) b) has been satisfied.
16. Bell Canada shall advise the Development Planning Department in writing that Condition 11 has been satisfied.