

SCHEDULE "B"

SPECIAL CONDITIONS FOR CONDOMINIUM UNITS

This Schedule "B" is attached to and forms part of an Offer to Purchase by:

_____ (Full name of Purchaser)

to:

_____ (Full name of Vendor)

in respect of the property commonly known as: _____

1. Within ten (10) days after acceptance of the Offer to Purchase, at the Vendor's expense, the Vendor shall obtain and deliver to the Purchaser or the Purchaser's lawyer the following:

- (a) a copy of the latest amended by-laws of the Condominium Corporation in which the building is situated (the "Condominium Corporation");
- (b) a copy of the most recent financial statements of the Condominium Corporation (audited statements if available);
- (c) a copy of the Condominium Corporation Insurance Certificate or Policy;
- (d) Management agreement(s) (if any) regarding the Condominium Corporation;
- (e) most recent budget of the Condominium Corporation and particulars of any common expense, reserve fund and extra-ordinary contributions levied respecting the property;
- (f) written confirmation of parking/storage facilities and exclusive use areas (if any) included in the purchase price and any related costs or charges; and
- (g) the written particulars of any deficiency or exception that will appear in the Estoppel Certificate to be provided by the Vendor pursuant to paragraph 2 below

2. The Vendor warrants and agrees that on closing, the Vendor shall provide to the Purchaser, or the Purchaser's lawyer an Estoppel Certificate issued by the Condominium Corporation with respect to the property which, except as has been disclosed under Section 1 above, will confirm:

- (a) the amount of the common expense, reserve fund and extra-ordinary contributions levied respecting the property and the manner in which they are payable, such amounts not to exceed the amounts disclosed under Section 1 above;
- (b) the Vendor has paid all common expense, reserve fund and extra-ordinary contributions levied respecting the property up to possession date;
- (c) the Condominium Corporation is not aware of any default by the Vendor in fulfilling any of the Vendor's obligations arising from membership in the Condominium Corporation and ownership of the property;
- (d) the Condominium Corporation holds insurance policies as required by the **Condominium Property Act**, 1993 and its bylaws and policies are in good standing;
- (e) the Condominium Corporation has not been served with a notice of any unsatisfied judgement against the Condominium Corporation, any existing orders or actions, suits or proceedings pending against or affecting the Condominium Corporation before or issued by any Court or public authority having jurisdiction;
- (f) there has been no material change in the assets or liabilities of the Condominium

- Corporation since the date of the last audited Financial Statements of the Condominium Corporation;
- (g) the Condominium Corporation has not taken any action nor has it received notice of any pending proceedings:
- (i) for the transfer or leasing of the common property of the Condominium Corporation or any part of it, except to the extent permitted under its Bylaws in relation to the assignment of parking spaces and privacy areas to individual units;
 - (ii) to authorize any substantial change in or addition to the common facilities or any other substantial change in the assets of the Condominium Corporation;
 - (iii) to amend the Condominium Plan relating to the Condominium Corporation as presently registered;
 - (iv) to amend the Bylaws of the Condominium Corporation as constituted pursuant to the **Condominium Property Act**, 1993 or as presently registered;
 - (v) for the appointment of an administrator for the Condominium Corporation;
 - (vi) to terminate the condominium status of the land and buildings comprising the condominium property of the Condominium Corporation;
 - (vii) to amend the scheme of apportionment of property taxes pursuant to Section 95 of the **Condominium Property Act**, 1993; or
 - (viii) to appeal the assessment of the rates, charges or taxes on the units and common property of the Condominium Corporation levied by an assessing authority or to apply for the approval of a new scheme of apportionment for assessment purposes;
- (h) there has been no scheme of apportionment of property taxes pursuant to Sections 95 and 96 of the **Condominium Property Act**, 1993;
- (i) there has been no re-apportionment of common expense or reserve fund contributions pursuant to Section 26 of the Condominium Property Regulations;
- (j) there are no contracts extending beyond one (1) year;
- (k) the Purchaser is entitled to the exclusive use of the following portions of the common property: (delete any parts not applicable)
- (i) parking space no. _____; rent \$ _____ per _____
 - (ii) storage locker space no. _____
 - (iii) patio/balcony; and
 - (iv) other _____