

## ACKNOWLEDGEMENT AND WAIVER REGARDING LIABILITY FOR ALTERATIONS

WHEREAS:

- A. \_\_\_\_\_ (the "Owner"), of Unit \_\_\_\_\_, Strata Lot \_\_\_\_\_ in Strata Plan \_\_\_\_\_ (the "Strata Lot") wishes to carry out certain alterations or renovation to the Owner's Strata Lot or to Limited Common Property allocated to the Strata Lot (the "LCP") all as more particularly set out in Schedule A hereto (the "Alterations");
- B. The bylaws of The Owners Strata Plan \_\_\_\_\_ (the Strata Corporation") require that the Owner obtain the prior written consent of the Strata Corporation to the Alterations and the Owner has requested that the Strata Corporation consent to the Alterations;
- C. The Strata Corporation's Bylaws provide that the Strata Corporation may, as a condition of its approval, require that the Owner agree in writing, to take responsibility for any expenses relating to the Alterations and any or all future costs related to, or created by, such Alterations.

NOW THEREFORE, in consideration of the Strata Corporation consenting to such Alterations, the Owner acknowledges and agrees with the Strata Corporation that:

1. The Strata Corporation hereby consents to the Alterations on the terms and conditions set out in Schedule B hereto (the "Conditions") and the Owner will fully comply with the Conditions.
2. The Owner shall:
  - (a) be solely responsible for any direct or indirect costs related to the installation, construction, maintenance, use, operation, repair and removal of the Alterations including any costs or expenses provided for under the bylaws or rules of the Strata Corporation;
  - (b) comply with all bylaws and rules of the Strata Corporation and in particular those relating to the installation, construction, maintenance, use, operation and repair of the Alterations;
  - (c) ensure that all work is done in accordance with all provincial and municipal building codes, regulations and bylaws (the "Laws"). Copies of all required building permits and inspection certificates to be supplied to the Strata Corporation;
  - (d) use an appropriately licensed and insured contractor;
  - (e) ensure that the Owner's condominium homeowners' insurance policy is appropriately modified to cover the Alterations;

- (f) require that those carrying out of the Alterations first make appropriate enquiries of the strata agent or other designated representatives of the Strata Corporation as to requirements necessary to protect the building and its utility systems from damage; and
  - (g) strictly comply with the plans and specification for the Alterations approved by the Strata Corporation.
- 3. The Alterations shall be commenced within 90 days from approval by the Strata Corporation or such other date as may be set out in the Conditions, and shall be completed within 90 days from the date the work commenced or such other date as may be set out in the Conditions, failing which the Strata Corporation's consent shall be deemed to have been revoked. In the event ownership of the Strata Lot changes, approval for the Alterations which have not yet been commenced, shall be automatically revoked.
- 4. The Owner, the Owner's heirs, executors, administrators, successors and assigns (the "Owner Parties"), hereby waive any claims to which the Owner or the Owner Parties may become entitled for injury, damage or loss and release the Strata Corporation and all owners in Strata Plan (the "Other Owners") and their representatives, agents and employees from any claims for damages, loss or injury suffered by the Owner with respect to the Alterations.
- 5. The Owner and the Owner Parties hereby agrees to indemnify the Strata Corporation and the Other Owners for any damage, injury or loss caused to the common property (including the limited common property) of the Strata Corporation or a strata lot of any of the Other Owners or any injury to any person, as a result of the Owner's installation, construction, maintenance, use, operation, repair and removal of the Alterations.
- 6. The Owner shall indemnify and save harmless the Strata Corporation and every owner within the Strata Corporation and its property Manager and the directors, officers and employees (the "Strata Corporation and its representative") from and against all losses, claims, damages or liabilities to which the Strata Corporation and its Representatives may become subject insofar as such losses, claims, damages or liabilities (or actions in respect of them) arise out of or are based upon any failure of the Owner to observe and perform the conditions upon which the permission to make the Alterations was granted.
- 7. The Owner agrees to pay for the cost of the removal of the Alterations, if the Alterations are contrary to any Laws.
- 8. In the event of the sale of the Strata Lot, the Owner shall notify any purchaser of the Strata Lot, that the repair and maintenance of the Alterations is the responsibility of the subsequent owners of the Strata Lot.

9. Failure to return a signed copy of this Acknowledgment within 30 days of receipt will void the consent to the Alterations.

IN WITNESS WHEREOF the Strata Corporation and the Owner have executed this Acknowledgement on the \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_.

Executed on behalf of the Strata Corporation by:

\_\_\_\_\_  
Strata Council Member

\_\_\_\_\_  
Strata Council Member

Executed by the Owner:

\_\_\_\_\_

Print Name:

\_\_\_\_\_

Print Name:

Owner's Address: \_\_\_\_\_

Owner's Email: \_\_\_\_\_

Owner's Home Phone Number: \_\_\_\_\_

Owner's Work Phone Number: \_\_\_\_\_

Owner's Cell Phone Number: \_\_\_\_\_

**SCHEDULE A**

**List of Alterations**

**SCHEDULE B**  
**LIST OF CONDITIONS**