

ALTERATION AGREEMENT

BETWEEN

PEEL CONDOMINIUM CORPORATION NO.306
(hereinafter referred to as the "Corporation")

OF THE FIRST PART

and

(hereinafter referred to as the "Owner")

OF THE SECOND PART

This agreement is made pursuant to Section 98 of the *Condominium Act, 1998*.
WHEREAS the declaration and description of the Corporation was registered on the 12TH day of October, 1988 at the Land Titles Office at Peel as Instrument No. LT 931509 in accordance with the Condominium Act, R.S.O. 1980;

AND WHEREAS the Owner is the registered owner of **Unit** , Level, 1725 The Chase, Mississauga, Ontario, hereinafter referred to as the "Unit";

AND WHEREAS Article 4 (b) of the Corporation's declaration provides, in part, that no alteration, work, repairs or decoration shall be made to the common elements except by the Corporation or with its prior written consent;

AND WHEREAS the Owner wishes to make certain alterations to the common elements;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants contained herein and in consideration of other good and valuable consideration, the parties hereto agree as follows:

1. The facts above noted are hereby incorporated into this Agreement by reference.
2. The board of directors of the Corporation hereby consents to the installation of the following changes as described below:

Sample of prior approved request

Installation of a skylite at the second floor landing adjacent to the stairwell, curb mount series complete with tempered glass over tempered glass thermopane, Low E Argon warm edge frame, aluminum frame and steel pan at head of skylite, full ice and water

shield coverage at roof prior to re-shingle, full insulated sleeve with Home Guard wrap at internal attic cavity.

(hereinafter referred to as the "Alteration"), subject to the following terms and conditions to which the Owner agrees:

- a. The Owner represents that the Alteration will be made in accordance with the design and specifications approved by the Corporation;
- b. the Owner agrees to supply to the Corporation plans and specifications of the Alteration, including any surveys or plans required by the Land Registry Office;
- c. the Owner represents that any necessary municipal or other governmental permits, consents and amendments to the registered declaration and description, or any of them, that are necessary in order to complete the Alteration, will be obtained by the Owner;
- d. all building materials, supplies and equipment shall be stored in the Unit and the names and identities of all workers and other persons involved in the Alteration requiring access to the property shall be provided to the Manager;
- e. the work shall be carried out on the premises Monday to Saturday only. No work shall be carried out on Sundays or holidays, and all work must be completed within 60 days of commencement of the work;
- f. the work shall be carried out in a manner so as to prevent disturbance to other owners or residents;
- g. the Owner agrees to indemnify and save harmless the Corporation from any damage, cost or expense incurred by the Corporation as a result of the Alteration;
- h. the Owner shall pay all costs of carrying out the Alteration, and has paid and further agrees to pay any and all legal, engineering, and administrative costs, including the cost of inspecting the work, and any costs incurred by the Corporation with respect to the Alteration, including, but not limited to, the cost of preparing this Agreement and registering it on title to the Unit. The Owner shall provide the Corporation with a security deposit prior to the commencement of the work, by way of certified cheque or bank draft, in a sum determined by the Board of Directors as sufficient to cover the Corporation's administrative, legal and registration costs. Upon

satisfactory inspection of the completed work, and provided the Owner is in compliance with the terms of this Agreement, the Corporation shall return to the Owner the remainder of the security deposit, if any, after all of the Corporation's costs have been paid;

- i. all future repair and maintenance costs to the Unit or the portion of the common elements resulting from, or affected by, the Alteration shall be the Owner's responsibility, and shall be paid by the Owner within 20 days after receipt of written demand from the Corporation. All costs, if unpaid by the Owner, shall be added to the common expenses payable for the Unit, as provided by the Condominium Act, 1998 (the "Act");
- j. the Owner's use of the Alteration will always be in accordance with the Act, the declaration, the bylaws and the rules of the Corporation, which may be in effect from time to time;
- k. the Owner agrees that no further alterations will be carried out without the prior consent in writing from the board of directors. The Owner also agrees that any variation from the design and specifications approved by the Corporation will result in the immediate withdrawal of the approval of the Alteration by the Corporation and the Owner shall return the common elements and/or the Unit to its original state. If the Owner fails to return the common elements and/or the Unit to their original state within fifteen (15) days from the withdrawal of the Corporation's approval, the Corporation shall perform such work and repairs as is necessary to return the common elements and/or the Unit to their original state, and the Owner shall be responsible for all costs associated therewith. The Owner agrees that all such costs shall be added to the common expenses payable for the Unit, as provided by the Act;
- l. the Corporation grants the Owner a licence over, upon or through the portion of the common elements of the Corporation for the purpose of installation, use, maintenance or repair of the Alteration, which licence shall terminate upon termination of this Agreement;
- m. the Owner shall have ownership of the Alteration;
- n. the Owner agrees to forthwith remove the Alteration and reinstate the common elements and/or the Unit in accordance with the description if required to do so by the board of directors, and all costs in this regard shall be borne by the Owner and shall be paid by the Owner within 20 days after receipt of written demand from

the Corporation. All costs, if unpaid by the Owner shall be added to the common expenses payable for the Unit, as provided by the Act;

- o. the Owner agrees that the Corporation will register this Agreement against title to the Owner's unit, at the Owner's cost;
 - p. the Owner agrees to insure the Alteration at the Owner's cost and so forthwith furnish to the Condominium Corporation, a certificate of insurance from the Owner's insurance company certifying the existence of such an insurance policy. The Owner further agrees that the Corporation may not permit the Alteration if the Alteration would in any way affect the Corporation's comprehensive insurance coverage; and
 - q. any costs, charges, interest and expenses incurred by the Corporation due to the Owner's Alteration or breach of this Agreement shall be payable by the Owner to the Corporation within 20 days after receipt of written demand from the Corporation and, if unpaid by the Owner, shall be added to the common expenses payable for the Unit, as provided by the Act. The Corporation shall have the right to make any payment with respect to the Alteration on behalf of the Owner for the purpose of preventing or discharging the registration of a Notice of Construction Lien against the title to the common elements of the Corporation.
3. If at any time in the future:
- a. the Owner breaches any term or condition of this Agreement;
 - b. the Owner fails to comply with the provisions of the declaration, bylaws or the rules of the Corporation as they relate to the Alteration; or
 - c. the Corporation receives a reasonable complaint from another unit owner or resident with respect to the Alteration, which the Owner does not rectify or cure as the case may be within forty-eight (48) hours of the giving of written notice of such violation or complaint;

then, in addition to any other rights which the Corporation may have, the Corporation shall have the right to take any steps whatsoever that the board of directors, in its sole discretion, considers necessary to remedy the breach, if the breach is capable of being remedied, including the payment of money on behalf of the Owner and the repair of any part or the whole of the Alteration, and the board of directors may also require the Owner to forthwith remove the Alteration at the Owner's expense. All

costs incurred by the Corporation with respect to the above shall be added to the common expenses payable for the Unit, as provided by the Act.

4. If at any time in the future:
 - a. the board of directors deems that any work is needed to be done in respect of the Alteration;
 - b. the Corporation is required to do any work in respect of the Unit or Alteration, if such work is in any way related to or resulted from the Alteration;
 - c. the Corporation is required to remove part or all of the Alteration in order to perform its obligations with respect to the common elements, including its obligation to maintain or repair the common elements; or
 - d. in the event of the breach of any term, covenant or condition herein, then, in addition to any other rights which the Corporation shall have, it may, upon forty-eight (48) hours prior written notice to the Owner, or in the case of an emergency, without notice, perform or cause to be performed such work, repairs and restorations as the board of directors, in its unfettered discretion, may consider necessary or desirable for the maintenance of the units and the common elements, at the cost of the Owner, who shall pay such costs forthwith upon being invoiced for same, and the Corporation shall have no liability to the Owner whatsoever in respect of any such work performed or caused to be performed by the Corporation, nor shall the Corporation be responsible for repairing, replacing or restoring any or all of the Alteration which may be damaged or removed as a result of the work done by the Corporation. All costs incurred by the Corporation with respect to the above shall be added to the common expenses payable for the Unit, as provided by the Act.
5. Any waiver by the Board of Directors or its agent of any breach of any term, covenant or condition herein contained shall not constitute a waiver of any other breach of the same or any other term, covenant or condition.
6. This Agreement shall enure to the benefit of and be binding upon the successors and assigns of the parties hereto.
7. This Agreement shall be read with all changes in number and gender as the context may require.
8. If any provision of this Agreement shall be found to be or be deemed

illegal, invalid or otherwise unenforceable, the remainder of the Agreement shall not be affected thereby and the Agreement shall be construed as if such invalid, illegal or unenforceable provision were omitted.

IN WITNESS WHEREOF the Corporation has affixed its corporate seal duly attested under the hands of its duly authorized signing officers in that behalf and the Owner has hereunto set his hand and seal.

DATED this _____ day of _____ 20

PEEL CONDOMINIUM CORPORATION NO.306

per: _____

per: _____

We have authority to bind the Corporation.

Owner:

Owner: