RETROACTIVE ALTERATION AGREEMENT: BYLAWS _____

The Strata Corporation's bylaws required owners to obtain the written permission of the Strata Corporation and enter into an alteration agreement before altering any of the following:

a. the structure of a building;
b. the exterior of a building;
c. chimneys, stairs, balconies or other things attached to the exterior of a building;
d. doors, windows or skylights on the exterior of a building, or that front on common property;
e. mechanical, electrical or plumbing systems within the walls or which require a permit to replace, excluding the end use devices such as taps, shower heads, light fixtures, light switches, or electrical outlets;
f. fences, railings or similar structures that enclose a patio or balcony or yard;
g. those parts of the strata lot which the strata corporation must insure under section 149 of the Act
h. common property, including limited common property; and,
i. common assets.

The Strata Corporation is required to keep track of such alterations and any agreements pertaining to them, and also to provide copies of the agreements to prospective purchasers through the Form B. Despite the requirements of the bylaws and *Strata Property Act*, Strata Plan _____ has not maintained records of such alterations and agreements. The Strata Corporation now wishes to ask owners who have made alterations to their strata lots or whose strata lots have been altered by previous owners, to voluntarily enter into such agreements so that the Strata Corporation can keep a record of what has been altered, and ensure that the proper parties are responsible for the future repair, maintenance and replacement of such alterations.

Please complete this form in its entirety and attach all supporting documentation and submit it to the Strata Council .

Part A: To be completed by Owners:

AGREEMENT REGARDING PRE-EXISTING ALTERATION

Owner Name(s):_____ (hereinafter referred to as the "Owner(s)")

Strata Lot Number: _____Strata Plan _____ (the "Strata Lot")

The Alterations described below were installed by me/us or a pervious owner(s) on or about _____.

Did the alteration penetrate the building envelope?	YES	NO
Did the Alteration affect the Common Property or building exterior?	YES	NO
Did the Alteration affect Plumbing or Electrical services?	YES	NO
Did the Alteration affect the structure of the Building?	YES	NO
Did the Alteration involve a Heat Pump or AC?	YES	NO
Did the Alteration involve fixture in the strata lot?	YES	NO
Did the Alteration involve a balcony?	YES	NO
Did the Alteration require permits from _____?	YES	NO

_____

Describe the alteration and attach all applicable details and supporting documents that are available.

_____

_____

_____

_____

Name of Contractor _____ and Contact Information: _____

THE STRATA CORPORATION AND OWNER(S) AGREE AS FOLLOWS: That in consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency of which is hereby acknowledged:

(1) The Owner(s) agree that:
   (a) they are solely and absolutely responsible for all damage directly or indirectly caused by the said Alterations and hereby agrees to indemnify and save harmless the Strata Council from any loss, damage or costs (including all legal expenses to which the Strata Council may be put) arising as a result of such alterations, including, but without restricting the generality of the foregoing any structural or other damage to the building wherein the altered strata lot is situated, or to the common property of the Strata Corporation;
   (b) they acknowledge and accept that the Alteration is not covered by the Strata Corporation's insurance policies,
   (c) they must obtain and maintain insurance coverage for the Alteration under the Owner(s) insurance.
   (d) are responsible for and must repair, maintain and replace any Alterations made to their strata lot, limited common property or common property which they have the benefit of, which were made by them or a previous owner of their strata lot;
   (e) are responsible for any damage to their strata lot, or the common property that is caused by or arises out of the failure to repair, maintain or replace any Alterations made to their strata lot, limited common property or common property which they have the benefit of, which were made by them or a previous owner of their strata lot; and
   (f) must remove and replace, or pay for the extra cost of the removal and replacement of any Alterations to allow the strata corporation to gain access to an underlying building component that it must repair and maintain under the Act or these bylaws, for the purpose of repairing or maintaining that component;
   (g) if the Alteration is not repaired and maintained to a reasonable standard, that the Strata Corporation to the extent needed to protect the common property, may enter into the Strata Lot, repair, maintain or remove the alteration, and charge all costs incurred by the Strata Corporation to repair, maintain or remove the Alteration to the Owner(s);
   (h) they must indemnify and save harmless the Strata Council, the Strata Corporation, and the other strata lot owners of Strata Plan _____ from and against any and all costs (including, without limitation, all legal costs on a solicitor and client basis, and the costs of all other professionals whose services are required), damage, loss, claims, demands, actions, proceedings, or liability resulting from, in any way relating to, or by reason of , either directly or indirectly, the authorization of, the installation, removal, maintenance or failure to maintain or repair, and/or replacement of the Alteration;
   (i) in the event of any claim being brought against the Strata Corporation, in any way relating to, or by reason of , either directly or indirectly, the authorization of, the installation, removal, maintenance or failure to maintain or repair, and/or replacement of the Alteration the Owner(s) must at their own expense defend, protect and save harmless the Strata Corporation against such claim or any loss or liability resulting from such claim, including legal costs as between a solicitor and his or her own client.

(2) This Agreement shall be in force until the earlier of:
   (a) removal or replacement of the Alteration(s); or,
   (b) 50 years.

(3) This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, executors, administrators, successors, assigns and personal representatives as the case may be.

(4) The Owner(s) agree to inform a purchaser of the Strata Lot of the terms of this Agreement and to require that purchaser to agree in writing to assume the obligations of the Owner pursuant to this Agreement as a condition of closing and to provide the Strata Corporation with a copy of the executed assumption of this Agreement prior to closing.

(5) The Owner(s) agree that the Strata Corporation may withhold a Form F on the sale of the Strata Lot should the Owner(s) fail or refuse to:

   (a) have the purchaser of the Strata Lot sign a copy of this Agreement.
   (b) Provide a signed copy of the Agreement to the Strata Corporation.

SIGNED, by the Owner(s)

_____ _____

For the Owners, Strata Plan _____

_____ _____

(signature) (title)

_____ _____

(signature) (title)

AGREEMENT APPROVED AT A STRATA COUNCIL MEETING HELD_____, 20__