

# Strata Plan BCS3334 – Wills Creek

Return completed form by mail or email to: Strata Plan BCS3334 – Wills Creek

LEONIS Management & Consultants Ltd.  
108 – 5455 152 Street  
Surrey, BC V3S 5A5

Attn: Grant Hastings, Property Manager  
Email: [admin@leonismgmt.com](mailto:admin@leonismgmt.com)

**IMPORTANT: Do not commence work unless written approval from Strata Council has been received.**

- Step 1:** Please check the Strata Bylaws to ensure such alteration is permitted. Bylaws are included with this documentation.
- Step 2:** Complete the following application and forward to the Property Manager, by mail or email, as noted above. Our office will re-direct your application to the Landscaping Committee and the Strata Council of Wills Creek for review and consideration at the next Strata Council Meeting.
- Step 3:** Once you receive an approval, the Indemnity Agreement signed by the Strata Council will be forwarded to you. Upon completion of your improvement, please advise [admin@leonismgmt.com](mailto:admin@leonismgmt.com) so it can be reviewed by the Landscaping Committee.

### Owner's Information

Date of Application (mm/dd/yyyy): \_\_\_\_\_

Name of Owner(s): \_\_\_\_\_

Strata Lot: \_\_\_\_\_ Civic Address of Strata Lot: \_\_\_\_\_

Mailing Address (if different from above): \_\_\_\_\_

Email: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

### Information on Planned Improvements – all questions MUST be answered

Areas you plan to improve: (✓) Patio extension: \_\_\_\_\_ Walkway extension: \_\_\_\_\_ Trees/Shrubs/Plants: \_\_\_\_\_

Details for proposed changes, including before photos and sample photos/drawings, and exact number and type of trees, shrubs and other plants (*attach extra pages if required*):

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Name of the company/contractor you are going to engage (if applicable): \_\_\_\_\_  
\_\_\_\_\_

Is your contractor insured? \_\_\_\_\_

**Note:** *Your contractor must carry Contractor Liability Insurance before your application can be processed. Coverage of \$2M is recommended to fully protect you and the Strata Corporation*

Does your contractor have current Worksafe BC coverage? \_\_\_\_\_

**Your application will be reviewed and approved in due course. It is important that you DO NOT commence work until receipt of the written approval. Please allow 3-4 weeks for processing time, and we appreciate that you do not contact the office until then. Thank you in advance for your attention and cooperation.**

**INDEMNITY AGREEMENT**

**THIS AGREEMENT** made as of the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

**BETWEEN:**

**THE OWNERS, STRATA PLAN BCS3334, Wills Creek**, a Strata Corporation under the *Strata Property Act*, S.B.C. 1998, c. 43.

*(hereinafter called "STRATA")*

**AND:** \_\_\_\_\_

**of Surrey, BC**

*(hereinafter called "OWNER")*

WHEREAS The Owner(s) of the above-noted strata lot (the "Strata Lot") has requested permission from the Strata Corporation to construct, install or place within or annexed to the above noted Strata Lot or the common property of the Strata Corporation, as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

("THE INSTALLATION")

AND WHEREAS the Strata Council has agreed to grant permission to the Owner(s) to effect the Installation subject to the Owner(s) agreeing to comply with the requirements and to provide the undertaking, the Owner(s) releases and indemnities as hereinafter provided.

IN CONSIDERATION of the premises and the granting of permission as noted above, as the Owner(s) of the above Strata Lot, I/we covenant and agree with the Strata Corporation as follows:

1. To comply with the requirements of any and all relevant Municipal Bylaws or building codes in effecting the Installation (both present and future) and to provide a copy of any building permit to the managing agent.
2. To comply with any rules or bylaws adopted by the Strata Corporation with respect to the Installation.
3. To comply with the requirements of the *Workers Compensation Act*, the *Occupational Health and Safety Regulation*, and/or related regulations that apply to or impact the Installation.
4. To hire trades that are qualified, licensed, insured, and in good standing with WorkSafe BC.
5. To be responsible for determining whether there are any hazardous substances or conditions that may arise in connection with the Installation, such as asbestos, lead paint, etc.
6. To ensure the Installation is done with due care, preparation and precautions to protect and maintain all strata lots and the common property, including but not limited to the building envelope.

7. To ensure the installation is done to, at minimum, a standard of existing structures and materials in terms of quality and appearance. Any work which does not meet this standard must be re-done or restored to the original condition.
8. To require that those performing such services first make appropriate enquiries of the maintenance staff or other designated representative of the Strata Corporation and, if required, of the architect, engineer or construction manager of the firm that constructed the building within which the Installation is to be made, as to considerations to be followed in protecting the building and its utility systems from damage through the performance of such work to effect the Installation. The Owner(s) agrees that the architectural plans approved by the Strata Corporation may be the only ones used and that specifications contained therein will be strictly adhered to.
9. To ensure any and all construction debris will be removed from the site and any common property areas travelled on will be left in a clean condition.
10. To complete the Installation within 14 months of the date of signing this Indemnity Agreement. Should the Installation not be completed within 14 months, the Owner(s)' permission to do the Installation in accordance with this Agreement is revoked and the Owner(s) must apply to the Strata Corporation for permission to do the Installation if they still wish to proceed. In the new application, the Strata Corporation may, at its sole discretion, refuse to grant approval or if it does grant approval impose additional conditions.
11. To complete, maintain, replace, and repair the Installation at the Owner's sole cost and expense.
12. To acknowledge and agree that the Owner(s) and any subsequent owner(s) benefitting from the Installation will be responsible for all present and future maintenance, repairs and replacements, increases in insurance, and any damage suffered or cost incurred by the Strata Corporation or any other strata lot owners as a result, directly or indirectly, by the installation and existence of the Installation;
13. To indemnify and save harmless the Strata Corporation, its strata council members, other owners of the Strata Corporation, employees, and agents from any and all claims, demands, expenses, costs, damages, charges, insurance deductibles, actions, loss or liability, actions or other proceedings made or brought against, suffered by or imposed upon the Strata Corporation or its property with respect to any loss, damage, or injury, including death, directly or indirectly, arising out of, resulting from or sustained by the Strata Corporation by reason of the Installation. Without restricting the generality of the foregoing in the case where the Installation requires a shutdown of all or a portion of the water distribution services within the building, it is recognized that damages may occur as a result of the shutdown and reactivation of such system and that the Owner(s) specifically agrees that this agreement shall apply to any such damages.
14. To indemnify and hold harmless the Strata Corporation, its strata council members, employees and agents from any and all claims and demands whatsoever arising out of or in any manner attributable to a breach of the *Workers Compensation Act, Occupational Health and Safety Regulation* and/or related regulations that apply or have any impact on the Permitted Alterations. Any costs or expenses incurred, but not necessarily paid, by the Strata Corporation as the result of such claim or demand will be the Owner's responsibility.
15. To indemnify and pay to the Strata Corporation the costs to remove, restore and replace the Installation, as the case may be, if the Strata Corporation determines that the Installation needs to be removed in whole or in part in order for the Strata Corporation to maintain, repair or replace the common property or any strata lot.
16. To alter or repair the Installation on seven (7) days' prior written notice by the Strata Corporation to the Owner(s) if the Strata Corporation determines, in its sole discretion, that alterations or repairs must be made to the Installation for the safety, preservation, proper administration or improvement of the Strata Lot, any other strata lot or the common property. If the Owner(s) fail to do the alteration or repair in accordance with the written notice provided by the Strata Corporation, the Strata Corporation may, at the Owner(s)' sole cost and expense, make such alterations or repairs to the Installation as the Strata Corporation deems necessary that the Owner and any subsequent owner(s) benefitting from the Permitted Alterations must be responsible for all present and future maintenance, repairs and replacements, increases in insurance, and any damage suffered or cost incurred by the Strata Corporation or any other strata lot owners as a result, directly or indirectly, by the installation and existence of the Permitted Alterations.

17. To deliver to any prospective purchaser of the Strata Lot, a copy of this Agreement and to require as a term of any contract of purchase and sale in respect of the Strata Lot, the purchaser(s) agree to execute and to deliver to the Strata Corporation, on the completion date, an assignment of this Agreement or an agreement in the form of this Agreement and to be bound by the terms herein or therein, as the case may be.
18. The Strata Corporation and the Owners agree that any maintenance or cost in connection with the Installation is hereby binding on The Owner(s), their successors and assigns.
19. The Owner(s) acknowledges "the installation" does not affect the unit entitlement and interest of destruction for the strata lot as registered in the Land Title Office under Strata Plan \_\_\_\_\_.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
"The Owner(s)"

\_\_\_\_\_  
Member of Strata Council or Strata Manager  
The Owners, Strata Plan BCS3334