

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

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 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*):

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.

STRATA PLAN – BCS3334

ALTERATION APPROVAL & INDEMNITY AGREEMENT

THIS AGREEMENT made as of the _____ day of _____, 20 _____

BETWEEN:

THE OWNERS, STRATA PLAN
(hereinafter called “The Strata Corporation”)

AND:

OWNER(S) of Unit # _____

Name of Owner(s)
(hereinafter called “The Owner ”)

WHEREAS:

- A. The Owner(s) is/are the registered owner(s) of Strata Lot _____ within the Strata Corporation (the “Strata Lot”) which is commonly known as Unit _____.
- B. The Strata Corporation is responsible for the control, repair and maintenance of the common property and the administration of the Strata Corporation.
- C. Pursuant to bylaws of the Strata Corporation, the Owner(s) has applied to the Strata Corporation to alter the Strata Lot and/or the common property to enhance the use and enjoyment of the strata lot and /or common property (the “Alterations”) specified in the Schedule “A” hereto (collectively the “Alteration”)
- D. The Strata Corporation has approved the Alterations and the Owners has agreed to make these Alterations upon and subject to the terms and conditions contained herein.

IN CONSIDERATION of the terms, conditions, covenants and agreements contained herein, other good and valuable consideration, the Strata Corporation and the Owners covenant and agree as follows:

- 1. The Owner(s) is responsible for all costs relating to the Alterations including, but not limited to:
 - (a) all labour, materials and permits;
 - (b) the costs of this and any other agreements; and
 - (c) all future maintenance and repairs of the Alterations.
- 2. The Owner(s) agree to ensure that all trades working on the Alterations have commercial general liability insurance in the minimum amount of \$1,000,000.00. In the event that they do not or the Owner carries out the work themselves, they shall put in place such coverage.
- 3. The Owner(s) covenants and agrees that the Alterations will be done in accordance with the design or plans submitted by the Owners and approved by the strata councilor its duly authorized

representatives. All work must be done in accordance with municipal building codes and provincial regulations (copies of all building permits and inspection certificates must be supplied to the Strata Corporation as soon as they are received).

4. The Owner(s) agree to only engage the services of firms or tradesmen who are licensed, insured and bonded contractors in good standing with WorkSafe BC.
5. The Owner(s) agree to remove any debris or materials daily from the common property and limited common property at Council's discretion, ensuring the area is left in a secure and safe condition.
6. The Owner(s) agree to promptly notify the Strata Corporation of any damage caused to or risk posed by or because of the Alterations.
7. The Owner(s) shall and hereby does indemnify and save harmless the Strata Corporation, its council members and the owners of the strata lots within the Strata Corporation from and against:
 - (a) any and all losses, claims, demands, expenses, costs, damages, charges, actions and 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, directly or indirectly, arising out of, resulting from or sustained by reasons of the Alterations ; and
 - (b) any repair and maintenance costs and expenses incurred by the Strata Corporation which would not otherwise have been incurred but for the existence of the Alterations (including the cost to remove the Alterations).
8. Without limiting the generality of Clause 7 herein, the Owner(s) acknowledges that any Alterations requiring the shutdown and/or reactivation of all or a portion of the water distribution services in the building may damage that system and the Owner(s) specifically agrees to indemnify and save harmless the Strata Corporation, in accordance with Clause 7 herein, for any costs or losses arising from doing so.
9. The Owner(s) acknowledges that the Alterations are not covered by the Strata Corporation's insurance policies and that the Strata Corporation has no obligation to insure them (even where attached to the common property).
10. The Owner(s) agrees to remove, at their cost, the Alterations if they:
 - (a) impede the Strata Corporation's ability to repair and maintain common property;
 - (b) represent a danger to the residents or building(s) of the Strata Corporation or
 - (c) found to be in violation of any government statute, bylaw or regulation or Strata Bylaw.
11. The Owner(s) agree to comply with such reasonable direction and requests as the Strata Corporation may make from time to time regarding the repair and maintenance of the Alterations.
12. The Owner(s) shall, prior to transferring or conveying title to the Strata Lot, obtain the written assumption of this agreement by the new owner(s) of the Strata Lot. Unless and until that is done the Owner(s) shall remain liable hereunder.
13. To acknowledge and agree that the Owner(s) and any subsequent owner(s) benefitting from the Alteration 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 Alteration.

14. Should the Strata Corporation be required to take steps to enforce this Agreement or otherwise cause the Owner to fulfill their obligations hereunder (including the issuance of a letter that the Owner comply with the terms hereof) the Strata Corporation shall be entitled to recover from the Owner the actual legal fees and other costs incurred by it in doing so.
15. The voiding of any part of this Agreement by judicial, legislative or administrative means will not void the remainder of this Agreement.
16. The waiver by the Strata Corporation of any failure by the Owner(s) to conform to the provisions of this Agreement will not affect the Strata Corporation's rights in respect of any later failure.
17. All covenants, agreements and undertakings on the part of the Owner(s) contained in this Agreement will be construed as both joint and several.
18. This Agreement will ensure to the benefit of and be binding upon the parties hereto, their heirs, successors, executors, administrators and permitted assigns and representatives.
19. The Owner(s) agree to comply with the following conditions in addition to the conditions and criteria prescribed in the bylaw and Strata Property Act:

IN WITNESS, WHEREOF the Strata Corporation and the Owners have executed this Agreement as of the date first above written.

SIGNED and DELIVERED by

Signature

Print Name

this ____ day of _____, 20____

Address (If different than the Strata Lot address)

Important:

Council will not consider your alteration application without the completed and signed Indemnity Agreement.

Please do not proceed with proposed alteration(s) until the Indemnity Agreement is signed by Strata Council then returned to you.

Contractor's WorkSafe BC Registration # _____

THE OWNERS, STRATA PLAN
by its authorized signatories

Signature

On behalf of the Strata Council,

