

Application to Modify Elements

Please note:

1. Owners must obtain **signed approval from the Board prior to starting any modification** to the unit. Modifications include attaching any object to the exterior surfaces of the building or fence, or changes to the landscaping inside or outside the exclusive-use area..
2. **Structural Modifications:** In accordance with the Declaration: No owner shall make any structural change in or to his unit without the prior written consent of the Board of Directors.
3. By signing this form below, the owner agrees to the terms and conditions on page two of this form.

4. **Name of Owner (please print):** _____

5. **Address:** _____

6. **Home Phone No:** _____

7. **Work Phone No:** _____

8. **Cell Phone No:** _____

9. **Email Address:** _____

Modification to

Description of the Proposed Modification (Please describe the modification in full and include a drawing and/or a photograph where applicable, and copies of any supplier documents or specifications. If additional space is required, please attach an information sheet to this application)

Signature of Owner:	Telephone Number:	Date:
Response of the Board, CCC No. 288: (Approved - YES or NO)		
(Signed) Approval on Behalf of the Board, CCC No. 288	Position:	Date:

TERMS AND CONDITIONS

The within approval (herein called the Modification(s)) is subject to the following terms and conditions and any unit owner carrying out, or having carried out any such modification(s) agrees with the Corporation and all other unit owners, on his/her own behalf and on behalf of his/her successors and assigns, to be bound by and to comply with all such terms and conditions, namely:

1. No modification shall be made or kept except with the prior written approval of the Corporation, such approval to be at the sole discretion of the Board.

The modification shall comply with all plans, drawings, specifications, and/or other requirements as may be approved in writing by the Board or as may be set forth in the By-laws, Rules or Policies of the Corporation. Furthermore, prior to proceeding with the modification, the owner shall obtain and provide to the Corporation such permits, and professional certificates as may be requested in writing by the Board.

2. All modifications shall comply with all municipal, provincial, and federal legislation, including all municipal By-Laws and building regulations. The owner shall investigate and determine all occupational health and safety requirements that apply to any work related to the modification (including work related to installation or repair or maintenance of the modification) and shall ensure that all of those requirements are met.
3. The modification shall be maintained and repaired in a good and safe condition by the owner at the owner's sole expense. Notwithstanding the provisions of the Act and Declaration and By-Laws of the Corporation, the Corporation shall not be responsible to maintain or repair the modification, nor shall the Corporation be responsible to obtain any insurance with respect to the modification. The modification shall be at the sole risk and expense of the owner and the modification shall be owned by the owner.
4. In the event that the owner fails to maintain or repair the modification as required herein, the Corporation may, at its option and after notifying the owner and affording the owner a reasonable opportunity to effect such maintenance or repair, carry out such maintenance or repair and all costs and expenses incurred by the Corporation in arranging and carrying out the maintenance or repair shall be payable to the Corporation by the owner and shall be collectible in accordance with the Condominium Act,
5. The owner shall obtain insurance against any and all risks of damage or harm to persons, property, or any other liability, which may arise in connection with the modification. The owner shall provide to the Corporation proof satisfactory to the Corporation that such insurance is in place within a reasonable period of time following any request by the Corporation for such proof,
6. The owner shall fully and completely indemnify and save harmless the Corporation from and against any and all loss, costs, expenses, claims or damages, of whatever kind and however arising, as a result of a breach of any of these terms and conditions, or otherwise relating to the modification, including any claims against the Corporation for damages resulting from, caused by, or associated with the modification. Without limiting the generality of the foregoing, the owner shall be responsible for all costs and expenses incurred in order to remove the modification to afford the Corporation access to any portion of the property (for the purposes of carrying out repair or maintenance, or for any other reason) as well as reinstatement of the modification (if desired), and the Corporation

shall have no obligation for any damage which may be caused to the modification as a result of any such required access.

- 7 Any amounts owing to the Corporation by the owner as a result of these terms and conditions shall be added to the owner's common expenses and shall be collectible against the owner, together with all reasonable costs, charges and expenses incurred by the Corporation in connection with the collection or attempted collections of the amount, in the same manner as common expenses, including by way of Condominium lien in accordance with the Condominium Act.
8. In addition to any other rights and remedies available to the Corporation hereunder or otherwise, in the event that the owner contravenes any of the within terms and conditions, the Corporation shall be entitled, upon ten days written notice to the owner, to remove the modification and to restore the common elements to their previous condition. All costs and expenses associated with such removal and restoration shall be the responsibility of the owner and shall be payable by the owner to the Corporation, and collectible in the same manner as condo fees.
9. The modification shall be carried out at the sole risk and expense of the owner.
10. All of these terms and conditions shall be binding upon the successors, assigns and transferees of the owner.

Owner Signature:	Telephone Number:	Date: