

**SECTION 98 COMMON ELEMENTS
ALTERATION AGREEMENT**
(Agreement pursuant to Section 98 of
the *Condominium Act, 1998, S.O.*)

B E T W E E N:

YORK CONDOMINIUM CORPORATION NO. 75

(hereinafter referred to as the "**Corporation**")

- and -

(hereinafter referred to as the "**Owner**")

1. The Owner is the registered owner of Unit _____, Level _____, York Condominium Plan No. 75, municipally known as Unit _____, 40 Homewood Avenue, Toronto, Ontario (hereinafter referred to as the "**Unit**") and has made certain alterations (the "**Alteration**"), as described in **Schedule "A"** attached hereto.
2. The Alteration has been approved by the board of directors (the "**Board**") in accordance with Section 98(1) of the *Condominium Act, 1998* (the "**Act**") and the Corporation's declaration, by-laws and rules, subject however to the terms and conditions as hereinafter set out, to which the Owner agrees.
3. The Owner agrees to deliver to the Corporation all plans, sketches, and other relevant documents related to the Alteration, as well as all applicable municipal or other governmental permits, consents or approvals that were (or are) required with respect to the Alteration.
4. The Owner confirms that the Alteration was constructed in accordance with the specifications described in **Schedule "A"** attached hereto and that no further changes to the approved Alteration will be made without the prior consent in writing from the Board. If any unapproved change is made to the Alteration, the Corporation may withdraw the approval of the Alteration, and in such case the Owner shall return the affected common elements and/or Unit to the original state, at the Owner's cost.
5. The Owner shall bear all the costs associated with the Alteration and shall pay all the costs that may be incurred by the Corporation with respect to the Alteration, including all legal, engineering, administrative and registration costs, as well as any future costs that may be incurred as a result of the breach of this Agreement by the Owner. If unpaid, the Corporation may add such costs, plus interest thereon, to the common expenses payable for the Unit and may specify a time for payment by the Owner.
6. If requested by the Corporation, the Owner shall provide the Corporation with a deposit of an amount determined by the Board as reasonably sufficient to cover the Corporation's anticipated costs with respect to the Alteration, including the cost of preparing and registering this Agreement on title to the Unit. 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 deposit, if any, after all of the Corporation's costs (if any) have been paid. If the costs of the Corporation are greater than the deposit, the Owner shall pay such additional costs to the Corporation within twenty (20) days of the Corporation's request to do so.
7. The Owner consents to the Corporation causing an inspection to be made of the Alteration to confirm compliance with this Agreement, if required for the purpose of completing a status certificate or for any other reason. If requested to, the Owner agrees to pay a reasonable administrative fee to the Corporation for the inspection. The Owner agrees to provide access to the Unit, if necessary for the purposes of the inspection. If the Owner is unavailable to provide access upon twenty four (24) hours' notice, the Corporation is hereby authorized to access the Unit for purposes of the inspection, at any time between 9:00 a.m. and 5:00 p.m.
8. The Owner shall obtain and maintain property and liability insurance policies that cover the Alteration and the Owner's liability under this Agreement, at the Owner's cost, and shall furnish to the Corporation, annually, or as requested by the Corporation, a

certificate of insurance from the Owner's insurance company, certifying the existence of such insurance policies. The Owner agrees that if the Owner fails to obtain and maintain such insurance, the Corporation may obtain same at the Owner's cost, and further, the Corporation may obtain any other insurance coverage, in its own name or in the name of the Owner or both, as the Corporation deems necessary, and the Owner shall be responsible for the cost of such insurance.

9. The Owner shall have ownership of the Alteration and its use shall be governed in accordance with the *Act*, the Declaration, the by-laws and rules of the Corporation, except as otherwise set out in this Agreement. The Owner shall be fully responsible for the maintenance, repair, replacement and insurance of the Alteration, as well as for any damage or liability arising from the Alteration, regardless of how it was caused.
10. The Owner and his/her successors or assigns agrees to release and discharge the Corporation from any and all demands or claims whatsoever that he/she may have against the Corporation with respect to the Alteration and further agrees to indemnify the Corporation against any losses whatsoever that the Corporation may incur with respect to the Alteration.
11. The Owner is strictly responsible for any non-compliance or breach of this Agreement caused by any occupant of the Unit, contractor, employee, guest, licensee or visitor of the Owner of the Unit, as the case may be. If the Owner (or any resident or tenant of the Unit, contractor, employee, guest, licensee or visitor of the Owner of the Unit) breaches any term or condition of this Agreement or fails to comply with the provisions of the *Act*, the declaration, by-laws or the rules of the Corporation as they relate to the Alteration, then among other remedies available to the Corporation, the Corporation may require the Owner to remove part or all of the Alteration. If the Owner fails to remove the Alteration (or a part thereof) as required by the Corporation, the Corporation may remove same, at the Owner's cost. Any costs, charges, interest and expenses incurred by the Corporation with respect to this section may be added to the common expenses payable for the Unit and the Corporation may specify a time for payment by the Owner.
12. Any waiver by the Board 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.
13. If part or all of the Alteration must be removed in order for the Corporation to perform its obligations with respect to the common elements, then the Corporation may require the Owner to temporarily or permanently remove part or all of the Alteration or may, upon giving at least forty-eight (48) hours prior written notice to the Owner (or without notice in cases of emergency), remove at the Owner's cost any part of the Alteration in order to perform such work as the Board may consider necessary or desirable for the common elements. The Corporation shall not be responsible for repairing, replacing or restoring the Alteration which may be damaged or removed as a result of the work being done by the Corporation. Any costs, charges, interest and expenses incurred by the Corporation with respect to this section may be added to the common expenses payable for the Unit and the Corporation may specify a time for payment by the Owner.
14. The Owner may at any time remove the Alteration and restore the Unit to the original condition, at own cost. The Owner agrees to pay any costs that may be incurred by the Corporation with respect to the removal of the Alteration and the restoration work. If unpaid, the Corporation may add such costs, plus interest thereon, to the common expenses payable for the Unit and may specify a time for payment by the Owner. Provided that all costs owing to the Corporation, if any, have been paid, and upon satisfactory inspection by the Corporation of the restoration work, the Corporation shall execute and register such deeds or documents as may be necessary to effect removal of the Agreement from title to the Unit, and the Owner shall pay any costs incurred by the Corporation with respect to same.
15. The Owner, by executing this Agreement, agrees and consents to the registration of this Agreement on title to the Unit by the Corporation's solicitors.
16. Any costs incurred by the Corporation and payable by the Owner shall bear interest at the rate of 18% per annum.
17. If any provision of this Agreement shall be found to be or be deemed illegal, invalid or otherwise unenforceable by a court of law, 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.

18. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties have executed this agreement.

DATED this _____ day of _____, 201____.

YORK CONDOMINIUM CORPORATION NO. 75

PER: _____
Name:
Position:

PER: _____
Name:
Position:

We have the authority to bind the Corporation

Owner: _____
Name :

Owner: _____
Name :

SCHEDULE A

The Alteration consists of the following:

The following plans, specifications, layouts and/or drawings (hereinafter referred to as “Plans”) shall form part of the Agreement: