

WATERSCAPES ALTERATION(S) AGREEMENT

DATED for reference this _____ day of _____, 20_____.

BETWEEN:

(the "Owner(s)")

AND:

THE OWNERS, STRATA PLAN KAS3589

(the "Strata Corporation")

BACKGROUND FACTS

A. The Owner(s) of Strata Lot _____, Unit _____, _____ Sunset Drive, Kelowna, British Columbia, have applied to the Strata Corporation (through its elected Strata Council) for permission to:

(the "Alteration(s)").

B. The Strata Corporation, in accordance with its Bylaws, may grant written approval of the requested Alteration(s) and may require as a condition of its approval that the Owner(s) agree, in writing, to certain terms and conditions.

In consideration of the Strata Corporation granting its approval of the requested Alteration(s), the Owner(s) agree as follows:

1. To strictly comply with all requirements applicable to the Alteration(s) set out in the Strata Corporation's Bylaws registered in the Land Title Office and specifically including, but not limited to the following additional terms and conditions:
 - (a) The Strata Corporation is absolved from all maintenance, repair and all legal and insurance costs that may arise from the above noted Alteration(s) to the Strata Lot, limited common property and common property of the Strata Corporation, unless stated otherwise.
 - (b) Owner(s) who undertake Alteration(s), and subsequent owners, must, as a condition of approval, agree to be responsible for all costs, damages and/or liabilities relating to:
 - I. the approval, installation, maintenance, repair, replacement and ultimate removal of the Alteration(s), including clean-up costs;
 - II. remedying the effects of rain and weathering, staining, and discolouration on the Alteration(s) and/or environmental damage or contamination;
 - III. insuring the Alteration(s);



- IV. remedying any adverse effects on adjacent strata lots, common property or adjacent land parcels;
 - V. any liability arising from the installation, use, misuse, or any deficiency or neglect of the Alteration(s), including the Strata Corporation's legal expenses on a "solicitor and own client" basis; and
 - VI. such expenses are jointly and severally the responsibility of the current Owner(s) of the Strata Lot involved in the Alteration(s) at the time that the Alteration(s) is done and the Owner(s) at the time that the expense or liability is incurred or paid.
- (c) The Owner(s) must ensure that work done complies with the current provisions of the British Columbia Building Code, municipal bylaws, WorkSafeBC regulations, Technical Safety BC regulations and other applicable legal requirements, as amended from time to time. Work must also conform to a professional standard, prudent industry standards and best practices. Materials and components must be installed in accordance with the manufacturer's directions.
 - (d) The Alteration(s) will be completed within a reasonable amount of time.
 - (e) Any necessary permits or licenses will be obtained by the Owner(s), at the Owner'(s) expense, prior to commencing the Alteration(s) and will be provided upon request of the Strata Corporation.
 - (f) To remove an approved Alteration(s) or attachment, Owner(s) must negotiate the terms of removal with the Strata Council.
 - (g) Written approval will be obtained from the Strata Corporation before proceeding with the Alteration(s).
2. The facts and information contained in the Background Facts are true.
 3. This Agreement is governed by the laws of British Columbia.
 4. This Agreement will enure to the benefit of and be binding upon the Strata Corporation and its successors and permitted assigns and upon the Owner(s) and his/her/their heirs, executors, administrators, successors and permitted assigns.

The parties have executed this Agreement before witnesses on the respective dates and at the places set out below.

SIGNED by the Owner(s) on _____,)
 20___ at _____, British)
 Columbia, in the presence of:) Owner
)
 _____)
 Signature of Witness) Owner
)
 _____)
 Name of Witness)
 (As to both signatures, if applicable))

SIGNED by Strata Corporation KAS3589 on _____) STRATA PLAN KAS3589
 _____, 20___ at Kelowna,)
 British Columbia, in the presence of:) By: _____
) Strata Council Member
 _____) By: _____
 Signature of Witness) Strata Council Member
) OR
 _____)
 Name of Witness) By: _____
) Strata Manager



OWNER(S) ALTERATION(S) POLICY AND PROCEDURES

1. Owner(s) must submit a request and completed Alteration(s) Agreement. The Alteration(s) Agreement must be dated and signed.
2. A Strata Council member or Strata Council representative will determine if the information submitted is adequate. Additional information may be requested.
3. Based on the information provided, a Strata Council member or Strata Council representative, will inform the Owner(s) that the following information must be provided, but is not limited to the following:
 - (a) For Alteration(s) on a wall, floor or ceiling, a detailed drawing or sketch, showing the structural changes must be submitted.
 - (b) For Alteration(s) to a floor covering, a detailed floor plan, drawing or sketch of the changes to the floor materials must be provided, indicating the areas to be altered.
 - (c) Owner(s) replacing carpet with hardwood, vinyl, laminate, tile or other hard floor surfaces must use an underlay meeting or exceeding an Impact Insulation Class (“IIC”) of 55. Flooring and underlay specification sheets must be submitted.
 - (d) Any other Alteration(s) affecting the original description of the floor plan must also be described.
4. All materials used must meet the original specifications, i.e., steel studs.
5. Owner(s) must obtain a building permit as required and provide a copy of all related permits to Strata Council.
6. Owner(s) must obtain an electrical permit as required.
7. Plumbing changes will/or may also require a permit.
8. A licensed electrician and plumber must be used to make changes.
9. Moving or relocating a sprinkler line, if approved, will require a licensed plumber and/or fire sprinkler contractor to temporarily turn off the affected zone.
10. Relocating any other water lines will also require a licensed plumber.
11. Warranty on all associated finishes may/will be voided.
12. Owner(s) must confirm compliance with Kelowna City Hall and obtain all necessary licenses.
13. Owner(s) are responsible to comply with British Columbia Building Code and building permit application processes.
14. Pictures/photographs or receipts for completed Alteration(s) may be requested.
15. Start and completion dates must be submitted and adhered to.
16. A waste removal plan must be submitted as part of the Alteration(s) application.
17. Owner(s) must ensure that common areas have protective blankets, carpets, masking and other precautions are used to prevent damage to common areas, i.e., rugs, walls, and carpets.
18. Owner(s) must provide a copy of the contractor’s insurance certificate confirming a minimum of \$2,000,000 liability and a registered WorkSafeBC account in good standing. A letter of good standing from WorkSafeBC must be submitted.
19. Strata Council may, at any time, apply a cease-and-desist order pending any reviews or investigations relating to alterations in the Unit.

RECEIPT acknowledged by Strata Lot _____, Unit _____, _____ Sunset Drive, Kelowna, British Columbia.

Owner

Owner