

ALTERATION APPROVAL AND ASSUMPTION OF LIABILITY AGREEMENT

THIS AGREEMENT made the 9th day of January 2019.

BETWEEN: THE OWNER, of LMS 375, Abbotsford Place, Unit #319

Katrine Ireland
32850 George Ferguson Way
Abbotsford, BC V2S 7K1
(hereinafter the "Owner(s)")

AND

**THE OWNERS, of LMS 375, ABBOTSFORD PLACE
32830, 32850, 32870 George Ferguson Way
Abbotsford, BC V2S 7K1**

Mailing:
c/o Steadfast Properties
A-42375 Yarrow Central Road
Chilliwack, BC V2R 0K1
(hereinafter the "Strata Corporation")

WHEREAS:

- A. The Owner(s) have requested permission pursuant to the *Strata Property Act* and have been granted, subject to certain conditions (Schedule "A", SEE ATTACHED), permission by the Strata Council of the Strata Corporation to alter (the "Alterations") strata lot #85, LMS 375 (the "Strata Lot").
 - B. The Strata Corporation has approved the scope of Alterations (defined in Schedule "B", SEE ATTACHED) subject to an indemnification granted by the Owner(s) to the Strata Corporation on the terms as hereinafter set out;
 - C. The Strata Corporation wishes the indemnification to survive any transfer of the Strata Lot to the extent that the owner of the Strata Lot from time to time shall be responsible as if that owner were the party named in the signing of this Agreement.
1. The Owner(s) shall indemnify and save harmless the Strata Corporation and every owner within the Strata Corporation and its Property Management Agent and the directors, officers and employees (the "Strata Corporation and its Representatives") from and against all losses, claims, damages or liabilities to which the Strata Corporation and its Representatives may become subject insofar as such losses, claims damages and liabilities (or actions in respect of them) arise out of or are based upon any failure to the Owner(s) to observe and perform the conditions upon which permission to make the Alterations was granted.
 2. The Owner(s) shall indemnify and save harmless the Strata Corporation and its Representatives from any and all expenses incurred by the Strata Corporation as the result of the Alterations, including but not as to restrict the generality of the foregoing, physical damage related directly

or indirectly to the Alterations, legal and other expenses incurred in defending and investigating and losses or damages incurred, liability relating to the approval of the design or workmanship of the Alterations, and any consequential damages.

3. The Owner(s) agrees that the Owner(s) and his/her successors shall remain responsible as reflected in this Agreement if the Strata Lot is transferred unless and until the Owner(s) assigns this Agreement to a subsequent purchaser(s) with the written approval of the Strata Corporation, which approval shall not be unreasonably withheld.
4. The Owner(s) and the Strata Corporation acknowledge that this Agreement shall be binding upon the successors of each and that pursuant to the Strata Property Act this Agreement shall be lodged with the Strata Corporation and shall be provided to any person authorized by operation of the Strata Property Act upon reasonable request and will be disclosed and attached to any Form B Information Request.
5. The attached Schedules "A" and "B" are to form part of this contract.

SIGNED as of the date above written:

WITNESSED BY:

CRISTA AARST
Name
105 32876 GFWAY
Address

[Signature]
(Owner(s))

[Signature]

WITNESSED BY:

Neil Fraser
NAME
326-32850 GFWAY
Address

[Signature]
(Strata Corporation/Council Members)

TO INDEMNIFICATION AGREEMENT

SCOPE OF WORK FOR APPROVED ALTERATIONS

The Owner(s) has made an application to the Strata Corporation for alterations to a Strata Lot. The Strata Council has approved the following scope of alteration(s):

1. Install new vinyl tile over existing linoleum in kitchen, bathroom and entrance hallway (as okayed by flooring specialists to install vinyl tile over existing linoleum).
2. Install new carpet in the living room, hallway and bedroom.
3. Refinish kitchen cabinets and bathtub.
4. Install new bathroom sink and perhaps vanity top.
5. Willing to sand and repaint the previously damaged front door to the unit, if paint can be provided.
6. Paint the suite complete.

7. Installed New rangehood - Screen & HFCI in bathroom - will provide receipt
8. New Toilet - hiring a plumber

Note bylaws:

Obtain Approval before altering a strata lot:

5. (1) An owner must obtain the written approval of the strata corporation before making and alteration to a strata lot that involves any of the following:
- (g) those parts of the strata lot which the strata corporation must insure under Section 149 of the Act.

In accordance with the plans and specifications annexed hereto and forming part of this Agreement.

Name of Professional Contractor: _____

Owner's Signature: _____

Katherine Ireland

TO INDEMNIFICATION AGREEMENT

CONDITIONS OF WORK FOR THE APPROVED ALTERATIONS

- 1) That written verification will be provided, by a competent person, that the alterations will not compromise any structure designed, or constructed, as load-bearing.
- 2) That all construction work will be restricted to the hours from 08:00 to 17:00, Monday to Friday. - *Correct Instal Saturday March 31/2019 -*
- 3) The general contractor will provide WorkSafeBC clearances covering all workers on site.
- 4) All construction workers, will be required to park on _____ Avenue, and not use visitor parking during construction.
- 5) All workers will refrain from smoking on the grounds of the strata.
- 6) That all work to be done by licensed professionals with valid business licenses.
- 7) That all work will be done in accordance with the relevant codes and regulations, and that all building permits and certificates will be provided to the Strata Council.
- 8) That the General contractor will obtain, and retain, all permits that are required for the renovation and will submit the permit numbers to Strata Council.
- 9) That the General contractor will keep records of the names, addresses and contact numbers for the contractors including their WBC number, insurance agent and policy number. Contractor's WCB clearances will be kept current and submitted to Strata Council, along with a copies of the contractor's insurance policies.
- 10) That the owner will amend their Home Owner's Insurance Policy to increase the Betterment and improvement coverage to include the alteration and that a copy of the policy will be provided to the Strata Council.
- 11) That the owner agrees to be liable for all expenses related to the alteration and will maintain and repair the alteration.
- 12) That the owner agrees to waive the liability of the Strata Corporation, Strata Council and individual owners for any injury or financial loss resulting from the installation or operation/use of the alteration and for any liability and responsibility for the repair and maintenance of the alteration.
- 13) That the owner will notify all prospective purchasers that the alterations are the owner's improvement and the repair and maintenance of the alteration is the responsibility of the new owner.

Owner's Signature:

Katrine Ireland