

# Agreement Respecting Modification to Common Elements

(Prepared in accordance with Section 98 of the *Condominium Act, 1998*)

**BETWEEN:**

**CARLETON CONDOMINIUM CORPORATION NO. CCC 42**

**(“the Corporation”)**

**AND:**

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(please print name(s))

**(“the Owner”)**

**WHEREAS:**

1. The Owner is the registered owner of Unit \_\_\_\_\_, Level \_\_\_\_\_, Carleton Condominium Plan No. 345.
2. Please choose one of the following [delete all that do not apply]:
  - (a) The Owner is not a spouse.
  - (b) The Owners are spouses of one another.
  - (c) The Owner is a spouse. The person consenting below is the Owner’s spouse.
3. The Owner wishes to carry out the following modification to the condominium’s common elements:

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(please print)

**(“the modification”)**

4. (If appropriate, add:) Additional detail respecting the modification is contained in the drawings and/or specifications attached as Appendix “1”.

**NOW THEREFORE** the parties agree as follows:

The Owner is permitted to carry out the modification, subject to all of the terms and conditions set forth in the attached Schedule "A". The Owner also agrees to comply with all By-laws and Rules of the Corporation, from time to time, which apply in any way to the modification.

DATE: \_\_\_\_\_

**CARLETON CONDOMINIUM CORPORATION NO. CCC 42**

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_

I/We have authority to bind the Corporation.

Witness:

\_\_\_\_\_

Witness

\_\_\_\_\_

Owner

\_\_\_\_\_

Witness

\_\_\_\_\_

Owner

\_\_\_\_\_

Witness

\_\_\_\_\_

Spouse (where required)

I/We have the authority to bind the registered owner(s) of the Unit.

SCHEDULE "A"  
(to agreement respecting Common Element modification)

**Terms and Conditions**

The within approval of the modification is subject to the following terms and conditions:

1. The modification shall comply with all plans, drawings, specifications, colours 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. The modification 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, 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 paragraph (7) hereof.
5. The Owner shall obtain insurance against any and all risks of damage or harm to persons or 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 accordance with paragraph (7) hereof.
9. The modification shall be carried out at the sole risk and expense of the Owner.
10. Any notice required hereunder may be delivered as set out in the by-laws of the corporation.
11. All of these terms and conditions shall be binding upon the successors, assigns and transferees of the Owner.
12. The Corporation shall arrange for registration of this Agreement against the title to the Owner's unit. All of the costs incurred by the Corporation in relation to the registration shall be paid to the Corporation by the Owner, and shall be collectible by the Corporation in accordance with paragraph (7) above.
13. All words used herein which are defined in the *Condominium Act, 1998*, or any successor thereto ("the Act"), shall have ascribed to them the meanings set out in the Act, as amended from time to time.

14. The Owner hereby acknowledges receipt of a copy of these terms and conditions:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Spouse (where required)

I/We have the authority to bind the registered owner(s) of the Unit.

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