

## ALTERATION AGREEMENT

**B E T W E E N:**

**MIDDLESEX CONDOMINIUM CORPORATION NO.**

Hereinafter referred to as the "Corporation", the Party of the First Part

**and**

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hereinafter referred to as the "Owner", the Party of the Second Part

WHEREAS the Owner is the owner of Unit \_\_\_\_\_, Level \_\_\_\_, on the Condominium Plan for the Corporation; (the "Unit");

AND WHEREAS the *Condominium Act, 1998* (the "Act") permits owners with the approval of the Board of Directors, to make certain additions, alterations or improvements to a renovations of the Common Elements;

AND WHEREAS the Owner has requested the approval of the Board of Directors for additions, alterations or improvements to or renovations of the common elements more particularly set out on Schedule "A" attached hereto; (the "Alterations");

AND WHEREAS, in accordance with the *Condominium Act, 1998*, the Board of Directors is prepared to give its consent to the Alterations on the condition that this Agreement is entered into by the Owner and registered on title to the Owner's unit;

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained, and in consideration of the requested approval of the Board of Directors, the parties hereto covenant as follows:

1. The parties confirm that the recitals to this Agreement are true.
2. The execution and registration of this Agreement against the title to the Unit shall be confirmation that the Alterations, as proposed to the Board of Directors of the Corporation, have been approved as required by the Act.
3. The Owner agrees that only those Alterations set out on Schedule "A" shall be made; that the Alterations as constructed and installed shall conform with any specifications set out on Schedule "A" and with any plans and specifications previously supplied to the Board of Directors; and that the Alterations shall comply with any written directions of the Board of Directors, or its authorized agents, employees or professional consultants.
4. The Owner shall be responsible for ensuring that all permits, approvals or permissions required from any government authority having jurisdiction over the Alterations are obtained. The Owner shall also be responsible for paying any fees, charges or levies payable to any such government authority with respect to the Construction or existence of the Alterations.
5. The Alterations shall be owned by the Owner of the Unit from time to time.
6. The Owner shall be responsible for all maintenance, repair and replacement of the Alterations, including repair and replacement after damage or failure, to the same standard required of the other Common Elements by the *Condominium Act, 1998*, the Declaration and the By-Laws of the Corporation. The Owner shall also be responsible for all insurance with respect to the Alterations.
7. Upon removal of the Alterations, which the Owner may do at anytime, the Common Elements shall be restored to their original condition prior to the construction and installation of the Alterations, normal wear and tear only, excepted.
8. The Owner shall deliver sufficient specifications, plan and structural plans, as applicable, so that the Corporation shall have complete specifications, drawings and plans with respect to the Alterations as required by the Act, and the regulations there

under, as if the Alterations had been constructed and installed prior to registration of the Description for the Corporation.

9. The Owner shall indemnify and hold harmless the Corporation from all costs and expenses of any nature arising from or related to the Alterations in any way. Specifically, the Owner shall indemnify and hold harmless the Corporation with respect to any additional costs or expense with respect to the maintenance, repair and replacement of the balance of the Common Elements arising from or related to the Alterations.

10. In the event that there is default, after reasonable notice, in carrying out any obligation to maintain, repair or replace the Alterations, the Corporation shall be entitled to complete such maintenance, repair or replacement and all costs, charges, interest and expenses associated therewith, including all costs incurred by the Corporation in attempting to enforce compliance (including legal costs on a solicitor and the solicitor's own client basis) may be added to the Common Expenses for the Unit and collected as a Common Expense contribution in accordance with the *Condominium Act, 1998*.

11. Any amounts owing pursuant to the indemnity provided for in Paragraph 10 above and any other amount owing or found to be owing by the Owner to the Corporation as a result of a breach of this Agreement, including legal costs on a solicitor and the solicitor's own client basis, may be added to the Common Expenses for the Unit and collected as a Common Expense contribution in accordance with the *Condominium Act, 1998*.

12. The provisions of this Agreement may be enforced by the Corporation by injunctive relief.

13. This Agreement shall be registered against the title to the Unit at the sole expense of this Owner.

14. This Agreement shall run with and bind title to the Unit and shall be binding upon the heirs, executors, administrators, estate trustees, successors and assigns of the parties hereto.

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

|                              |  |
|------------------------------|--|
| SIGNED, SEALED AND DELIVERED | ) _____ Condominium Corporation No. ____       |
|                              | )  |
| In the presence of:          | )  |
|                              | ) Per: _____                                   |
|                              | ) signature                                    |
|                              | )  |
|                              | ) President: _____                             |
|                              | ) print name                                   |
|                              | ) I have the authority to bind the corporation |
|                              | )  |
|                              | ) Per: _____                                   |
|                              | ) signature                                    |
|                              | )  |
|                              | ) Secretary: _____                             |
|                              | ) print name                                   |
|                              | ) I have the authority to bind the corporation |
|                              | )  |
|                              | ) corporate seal to be affixed over signatures |
|                              | )  |
|                              | )  |
| _____                        | ) _____  |
| Signature                    | ) signature                                    |
|                              | )  |
| Witness: _____               | ) Owner: _____                                 |
| Print name                   | ) print name                                   |
|                              | )  |
|                              | )  |
| _____                        | ) _____  |
| Signature                    | ) signature                                    |
|                              | )  |
| Witness: _____               | ) Owner: _____                                 |
|                              | ) print name                                   |