

CITADEL POINTE – Strata Plan LMS3766
678/688 Citadel Drive, Port Coquitlam BC

Owner Application for the installation of a hot tub.

Hot tubs were not included by the developer as part of the original construction of Citadel Pointe, however, some owners wish to have hot tubs installed in their units. The by-laws of Citadel Pointe allow for such installation provided the installation meets the requirements that Council sets and is approved in advance of the installation by Council. By-law 5(12) states:

Hot tubs and central air conditioners will be allowed, providing they are properly installed in accordance with the strata corporation's requirements for structural support and penetration to the exterior of the building. Application must be made to the strata council for permission prior to installation.

The Strata Corporation's concerns with respect to the installation of hot tubs are related to penetration of the building envelope, noise and appearance. Council has established the following requirements:

- (1) the building envelope shall not be adversely affected by the installation. Therefore, if the building envelope must be penetrated the work must be done by a qualified person and the seal of the building envelope must be reestablished. Further, the installation, including the building envelope, must be warranted by the installation contractor;
- (2) piping must not be located inside common or exterior walls;
- (3) noise emitted by the hot tub systems must not disturb the peace and tranquility of other owners. Therefore, the hot tub systems must be ultra quiet – 64 db or equivalent and the unit must be located to minimize the noise level to neighboring units;
- (4) the installation portion external to the building must not be unsightly, it must be painted a colour which blends with the building exterior and, to the extent possible, it must be screened from view; and
- (5) permission must be granted by the owners of nearby strata units.

The following information must be provided with and forms part of this application.

- (1) A building outline that shows the proposed location and identifies neighbours within 20m;
- (2) a specification sheet of the proposed hot tub unit that clearly shows the proposed unit's noise level and colour;
- (3) installation proposal from a qualified installation contractor;
- (4) a description and detailed drawings from the contractor showing how the contractor proposes to connect the external portions of the hot tub system with the internal portions and how he or she proposes to retain the integrity of the building envelope;
- (5) owners of those strata units that are within 20m of the external portion of the hot tub system must agree to this application by signing the application on page 3; and
- (6) the following information:

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- a. name of owner: _____
- b. strata unit number: _____
- c. daytime phone number: _____
- d. evening phone number: _____
- e. proposed date of installation: _____
- f. installation contractor: _____
- g. contractors address: _____
- h. contractor's phone number: _____
- i. manufacture of Hot Tub: _____
- j. model of Hot Tub: _____
- k. noise level of Hot Tub: _____
- l. other contractor installations: _____

Applications will only be considered for approval at regular council meetings. To be considered at a council meeting a completed, and signed, application form and all ancillary information must be submitted to Vancouver Condo at least 1 week before the council meeting. Council meetings are normally held on the fourth Tuesday of each month, but the meeting schedule may be changed without notice.

If approved, the undersigned agrees to have the hot tub system installed as described in the application and remains responsible for the integrity of the installation and warrants that the building envelope has not been degraded by the installation. The undersigned agrees to advise Vancouver Condo when the installation has been completed.

Signed on this _____ day of _____, 20____.

Signature: _____ Printed name: _____

The owner will be notified by letter if this application is approved or if it is not approved.

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The following units are within 20m of the proposed hot tub installation and the owners of these units agree to the installation of the hot tub proposed in this application.

Owner name: _____ ; Unit No: _____

Signature: _____ ; Date: _____

Comment: _____

Owner name: _____ ; Unit No: _____

Signature: _____ ; Date: _____

Comment: _____

Owner name: _____ ; Unit No: _____

Signature: _____ ; Date: _____

Comment: _____

Owner name: _____ ; Unit No: _____

Signature: _____ ; Date: _____

Comment: _____

Owner name: _____ ; Unit No: _____

Signature: _____ ; Date: _____

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Signature: _____ ; Date: _____

Comment: _____

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**ASSUMPTION OF RESPONSIBILITY: Hot Tub
STRATA LOT # _____**

WHEREAS the Owner(s) of the above-noted Strata Lot have requested from the Strata Corporation, of the above-noted Strata Plan permission to construct, install, or place within or annexed to the above-noted Strata Lot or the common property of the Strata Corporation.

COMMENTS AND DESCRIPTION: Installation of a Hot Tub.

- Sign and return the Assumption of Responsibility form prior to installation.
- Install a ground mounted unit and said unit must be positioned on a concrete pad.
- Ensure the work is completed by qualified professionals.
- Assume all costs for insurance, installation and maintenance, which passes on to subsequent Owners.
- Obtain written permission from the neighbour(s) at the side/above/below that noise will not be a factor prior to installation.
- If such noise becomes a factor, you will be required to take immediate steps to rectify the problem.

(“The Installation”).

AND WHEREAS the duly authorized representative(s) of the Strata Corporation have agreed to grant permission to the Owner(s) to effect The Installation subject to the Owner(s) agreeing to comply with the requirements and to provide the undertaking, releases, and indemnities hereinafter provided.

NOW THEREFORE in consideration of the premises and the granting of permission as aforesaid as Owner of the above-noted Strata Lot I/We covenant and agree with the Strata Corporation as follows:

1. To comply with the requirements of any and all relevant Municipal Bylaws or building codes effecting the installation.
2. To comply with any Rules or Regulations adopted by the Strata Corporation with respect to such installations.
3. To engage the services of firms or tradesmen who are licensed, knowledgeable and well qualified to perform all services related to The Installation.
4. To require that those performing such services first make appropriate enquiries of the maintenance staff or other designated representation of the Strata Corporation and, if required, of the architect, engineer or construction manager of the firm that constructed the building within which the Installation is to be made, as to considerations to be followed in protecting the building and its utility systems from damage through the performance of such work to effect The Installation.
5. To indemnify and save harmless forthwith upon demand the Strata Corporation and other owners of property within the Strata Development from any and all costs, damage, loss or liability, which may occur to such parties by reason of the carrying out of work related to The Installation. Without restricting the generality of the foregoing in the case of an Installation requiring a shut-down of all or a portion of the water distribution services within the building it is recognized that damages may occur as a result of the shut-down and reactivation of such system and that the Owner specifically agrees that this agreement shall apply to any such damages.

Signed on this _____ day of _____, 20____

Signature: _____ Printed name: _____

INDEMNITY AGREEMENT

THIS AGREEMENT made as of the _____ day of _____, 20____

BETWEEN:

THE OWNERS, STRATA PLAN _____, a strata corporation under the Strata Property Act, S.B.C. 1998, c. 43 having an office c/o FirstService Residential BC Ltd., 200 Granville Street, Suite 700, Vancouver, BC V6C 1S4 (hereinafter called "STRATA")

AND:

of _____, British Columbia (hereinafter called "OWNER")

WHEREAS:

- A. The OWNER is the registered owner of certain lands and premises known civically as Unit _____, _____, _____, British Columbia, which is part of the complex known as _____, and whose lands and premises are legally described as Strata Lot _____, Strata Plan _____ (hereinafter called "Strata Lot");
- B. The STRATA is responsible for the control, management, maintenance, repair, and administration of the Property, which includes the exterior of the building(s) comprising the STRATA;
- C. The OWNER has applied to the STRATA to make certain alterations to the strata lot, common property, or limited common property (hereinafter referred as the "Property");
- D. The STRATA has agreed to allow the OWNER to make these alterations to Property and the OWNER has agreed to make the alterations, upon and subject to the terms and conditions contained in this Agreement.

IN CONSIDERATION of the covenants and agreements contained herein, the STRATA and the OWNER covenant and agree as follows:

- 1. The STRATA agrees to allow certain changes to the Property of the STRATA and the OWNER agrees to make the changes to the Property in accordance with the terms and conditions of this Agreement.
- 2. The STRATA authorizes the OWNER to install, or to make such alterations to the Property, at the OWNER's sole cost and expense, as follows:

(a) _____

_____;

(b) _____

(c) _____

_____;
(hereinafter referred to as the "Works")

3. The OWNER hereby acknowledges that the Property affected by the Works, is in a good state of repair.
4. The OWNER covenants and agrees that the Works must be done in accordance with the plans and specifications (the "Plans") dated _____(dd/mm/yyyy) prepared by _____, copies of which have been, or will be provided to the STRATA for approval prior to the installation of the Works.
5. The OWNER agrees with the STRATA:
 - (a) to maintain, replace and repair the Works as needed, at the OWNER's sole cost and expense; and
 - (b) that the installation, maintenance, replacement and repair of the Works must be conducted with due care, preparation and precautions to protect and maintain the Property, including the building envelope.
6. It is the sole responsibility of the OWNER to ensure that the trade(s) contracted to perform the installation, maintenance, replacement and repair of the Works is fully insured and is in good standing.
7. These conditions shall be considered permanent conditions and covenants, which are binding on the OWNER and subsequent owners from time to time of the Strata Lot.
8. The OWNER agrees to observe and comply with all laws, ordinances, regulations, orders, licenses and permits of all constituted authorities having jurisdiction with respect to the Works, including the bylaws and rules from time to time of the STRATA and the provisions of the Strata Property Act, S.B.C. 1998, c. 43, the regulations thereto, as both may be amended from time to time, and any successor statutes.
9. If the STRATA needs to maintain, repair, or replace the Property which maintenance, repair, or replacement affects the Works, the OWNER, and not the STRATA, will be liable for and be required to pay the cost to restore or replace the Works.
10. If the STRATA determines, in its sole discretion, that alterations, replacement, or repairs must be made to the Works for the safety, preservation, proper administration, improvement, or good appearance or Property or limited Property, then on seven (7) days prior, by written notice to the OWNER, the OWNER must make such alterations, replacements, or repairs, failing which, the STRATA, at the OWNER's sole cost and expense, may make such alterations or repairs to the Works as the STRATA deems necessary.
11. The OWNER, and any subsequent owner, receiving the benefit of the Works must be responsible for all present and future maintenance, repairs, and replacements, increases in insurance, and any damage suffered or cost incurred by the STRATA as a result, directly or indirectly, of the Works.

12. The OWNER, and any subsequent owner, who receives the benefit of the Works must, with respect only to claims or demands arising during the time that they shall have been owner, indemnify and save harmless the STRATA, its council members, employees, contractors, and agents against any and all claims, demands, expenses, costs, damages, charges, actions, and other proceedings made or brought against, suffered by, or imposed upon the STRATA or its property with respect to any loss, damage, or injury, directly or indirectly, arising out of , resulting from or sustained by the STRATA by reason of the Works.
13. Any costs or expenses incurred by the STRATA as the result of such claim or demand will be the responsibility of the OWNER and any subsequent owner of the Strata Lot who has benefited from the Works and the said costs or expenses incurred must be charged to that owner and shall be added to the strata fees of the Strata Lot for the month next following the date upon which the cost or expense are incurred, but not necessarily paid by the STRATA, and shall become due and payable on the due date of payment of monthly strata fees.
14. The OWNER will forthwith give notice in writing to the STRATA of any damage to any Property, including limited Property that may give rise to an insurance claim as a result of the Works.
15. Promptly after completion of the Works, the OWNER, if requested to do so by the STRATA, will lodge with the STRATA a complete set of the Plans, showing the "as built" conditions of the Works.
16. Should the STRATA incur certain costs to process the OWNER's request to install the Work, the OWNER agrees to pay to the STRATA the full amount of such costs including, but not limited to the cost of all legal fees, plus disbursements and applicable taxes incurred by the STRATA in connection with the preparation of this Agreement, forthwith upon receipt of an invoice from the STRATA.
17. This Agreement will enure to the benefit of and be binding upon the OWNER and the subsequent owner(s) from time to time of the STRATA.
18. The benefit of this Agreement may not be assigned by the OWNER except to the owner(s) from time to time of the Strata Lot, each of whom will, upon becoming the owner of the Strata Lot, be deemed to have assumed all of the obligations of the OWNER hereunder.
19. The OWNER agrees to deliver to any prospective purchaser of the Strata Lot, a copy of this Agreement and to require that, as a term of any contract of purchase and sale in respect of the Strata Lot, the purchaser agree to execute and to deliver to the STRATA on the completion date, an agreement substantially in the form of this Agreement and to be bound by the terms herein.
20. The OWNER hereby acknowledges receipt of a copy of this Agreement, which addition to the bylaws and rules of the STRATA adopted or to be adopted from time to time, constitutes the whole agreement between the STRATA and the OWNER with respect to the Works.
21. The voiding of any part of this Agreement by judicial, legislative, or administrative means will not void the remainder of this Agreement.
22. The waiver by the STRATA of any failure by the OWNER to conform to the provisions of this Agreement will not affect the STRATA's rights in respect of any later failure.

- 23. All covenants, agreements, and undertakings on the part of the OWNER contained in this Agreement will be construed as both joint and several.
- 24. This Agreement will enure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, and permitted assigns.

IN WITNESS WHEREOF, the STRATA and the OWNER have executed this Agreement as of this _____ day of _____, 20__.

THE OWNERS, STRATA PLAN _____
(“STRATA”)
by its authorized signatories

| | |
|--------------------------------|--------------------------------|
| _____ Signature | _____ Signature |
| _____ Strata Council Member | _____ Strata Council Member |
| _____ Date (dd/mm/yyyy) | _____ Date (dd/mm/yyyy) |

THE OWNER, STRATA LOT _____, STRATA PLAN _____
(“OWNER”)

Signature

Printed Name

Date (dd/mm/yyyy)