SCHEDULE "D"

IN-SUITE RENOVATION AGREEMENT

This Agreement made as of_____ 20__,

BETWEEN:

_____

(the "Owner")

of the first part,

- and -

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1255

(the "Corporation")

of the second part,

Whereas:

A. the Owner is the registered owner of the condominium residence, designated as suite _____ - 9255 Jane Street, Vaughan, Ontario comprising Unit ____, Level _____ (the "**Unit**") according to **YORK REGION STANDARD CONDOMINIUM PLAN NO. 1255**; and

B. the Owner wishes to make alterations to his/her Unit and/or common elements, in accordance with the requirements and/or specifications contained in Schedule "A", including the plans and/or drawings referenced therein (the "provisions"), and in compliance with all applicable laws and to the extent only that the alterations are not contrary to the Condominium Act, 1998, as amended (the "**Act**") or the Declaration (hereinafter referred to as the "**Alteration**"); and

C. the foregoing recitals are made as representations or statements of fact by the Owner and not by the Corporation; and

D. the board of directors of the Corporation (the "**Board**"), by resolution, has approved the proposed Alteration subject to the terms and conditions of this Agreement;

now therefore it is hereby agreed and declared as follows:

The terms used herein have the meanings ascribed to them in the Act.

1. Costs Concerning the Alteration

The Owner has ownership of and is solely responsible for the installation and insurance of the Alteration and to maintain and repair the Alteration after damage and for all costs associated therewith, and the Corporation has no obligations in respect thereof, save as may otherwise be provided herein. Within thirty (30) days the Owner shall deliver to the Corporation a certificate of

insurance in which the insurer acknowledges and accepts the existence of the indemnity contained in section 10 of this Agreement.

2. Compliance with Schedule "A"

The Owner is aware of and will comply with the provisions of Schedule "A" attached to and forming part of this Agreement which govern the specifications for the Alteration the Owner intends to make. If a building or other permit is required in relation to the Alteration, the Owner must ensure that the particulars of the permit(s) are inserted in Schedule "A".

3. Conditional Approval

The approval granted by the Board referred to in clause D to the Alteration described in clause B is conditional upon compliance with the provisions of Schedule "A".

4. Final Working Drawings

Prior to commencement of any construction, and at least 10 days prior to construction, the Owner shall provide to the Corporation, the final working drawings to be used to construct the Alteration, showing in complete detail the proposed Alteration (the "Final Working Drawings"). The Board may require that these drawings be prepared by a certified architect or engineer. The Owner agrees to provide a letter, if requested by the Corporation, from the architect and/or engineer who prepared Final Working Drawings, stating that the Alteration will not affect the structural integrity of the building and that the Alteration will be built in accordance with the Final Working Drawings. If required by the Corporation, within thirty (30) days of completion of construction, the Owner shall provide a letter from the architect and/or engineer, who prepared the Final Working Drawings, confirming that the Alteration does not affect the structural integrity of the building and that the Alteration has been built in accordance with the Final Working Drawings. The Owner shall provide evidence that he/she has obtained all necessary permits from the appropriate municipal or other governmental authority (if applicable) and submit all such drawings and permits to the Corporation or a letter from the appropriate authority confirming that permits are not required.

5. Final Working Drawings Maintained by Board

A complete set of the Final Working Drawings for the Alteration shall be maintained by the Board in the office of the Corporation at all times for the use of the Corporation and of the Owner and any purchaser of the Unit in rebuilding or repairing any damage to the Unit and/or the Common Elements and/or the Exclusive Use Common Elements or the Alteration.

6. Security Deposit

The Owner shall submit and deposit to the credit of the Corporation the sum of Two Thousand Five Hundred Dollars ($2,500.00) to be applied on account of legal, engineering, professional and administrative costs and any other costs the Corporation may incur in any way relating to the requirements of this Agreement. Upon completion of the Alteration, to be performed to the satisfaction of the Corporation, any necessary adjustment shall be made between the parties and the Corporation shall provide the Owner with copies of all invoices with the final account. When the construction of the Alteration is complete, the Corporation agrees, if applicable, to return the security deposit to the Owner, minus all costs and expenses and any deduction for damages as may reasonably be determined by the Corporation and the costs of registration of this Agreement upon title to the Unit. The requirement to provide the deposit in no way limits the obligation of the Owner to make additional payments as provided in this Agreement.

7. Commencement of Construction

The Board shall determine and notify the Owner of the earliest date for commencement of the Alteration and a reasonable time period in which the construction shall be carried out and

completed. If the Owner fails to complete the Alteration within the time permitted, as set out in clause 8 (unless any delays are beyond the reasonable control of the Owner acting reasonably), or his/her contractor abandons the construction, the Board may by written notice to the Owner, addressed to the Unit, cancel the permission hereby granted and require the Owner to restore the Unit to its original condition prior to the commencement of the construction being performed and at the sole expense of the Owner and in accordance with the default provisions of this Agreement.

8. General Construction Matters

(a) Construction including the delivery of goods and materials shall be carried out on the premises between Monday to Friday only between the hours of 9:00 a.m. and 6:00 p.m. No construction shall be carried out on Saturdays, Sundays and holidays. All construction must be completed within ____ days of commencement of the construction.

(b) All building materials, supplies and equipment shall be stored in the Unit and/or the Unit's Exclusive Use Common Elements and the names and identities of all workers and other persons involved in the Alteration requiring entry to the Property (as defined in the Act) shall be provided to the Manager and shall obtain access to and from the building by means designated by the Manager. None of the workers or persons shall be within the building other than during the hours in which construction is being carried out on the Alteration.

(c) Work shall be carried out in a manner so as to prevent disturbance to other residents in the building and adjacent buildings.

(d) Any Common Elements or Exclusive Use Common Elements affected by the Work shall be restored to their original condition as soon as practical and to the satisfaction of the Board.

(e) All Common Elements and Exclusive Use Common Elements which may be damaged, defaced or marked directly or indirectly by reason of the Work being carried out shall be adequately protected at the cost of the Owner during such periods as the Work may affect them and such protection shall be removed during hours in which Work is not being performed as the Corporation or its agent may direct.

(f) All debris shall be disposed of directly into containers approved by the Manager and located as he/she shall direct or by other means satisfactory to him/her. The supply and removal of containers shall be at the cost of the Owner, at times specified by the Manager. In no event will debris be allowed to accumulate in or about the building other than in the containers.

(g) No door giving access to the building shall be kept open other than when actually in use and no apparatus, scaffolds or hoisting device shall be left unsafely or unattended in a manner so as to permit access to the building by unauthorized persons.

(h) No interruption of electrical, water or other service to any unit shall be made except at times and for durations specified by the Manager and then only after twenty-four (24) hours' notice to the occupant(s) of the units affected.

(i) No pneumatic or other percussion tools or hammers shall be used without the specific written authorization of the Board and/or Manager and then only at times and in the manner specified.

9. Failure to Comply

If the Owner is in breach of his/her obligations hereunder, the Board may by written notice to the Owner, require the Owner to remedy the breach which may include cancellation of the permission hereby granted requiring the Owner to remove the Alteration and restore the Unit and/or common elements to its original condition at the sole expense of the Owner. If the Owner fails to remedy the breach, as required by the Board, within ten (10) days of receipt of written

notice of the breach, the deposit submitted in accordance with section 6, above, shall be forfeited to the Corporation and the Corporation may remedy the breach. Any expenses and costs whatsoever incurred by the Corporation in so doing shall be the responsibility of the Owner in accordance with section 12 hereof.

10. Insurance and Indemnity

For the purpose of insurance, the Alteration contemplated by this Agreement is considered to be an improvement made or acquired by the Owner and in respect of which the Corporation has no obligations to place insurance pursuant to the Act. The Owner is aware that the Alteration is an improvement made by the Owner to his/her Unit and/or the common elements that is not included in the obligation of the Corporation to insure under the Act. The Owner will indemnify and save the Corporation harmless from all claims, actions or causes of action that might arise by reason of any or all of the installation, maintenance and repair of the Alteration, including any insurance deductible payable by the Corporation.

11. Removal of Alteration

The Owner will temporarily remove the Alteration or part thereof at his/her sole expense within ten (10) days after being notified by the Corporation, acting reasonably, (except in an emergency, in which case only reasonable notice in the circumstances is required) that repairs are required to be made to either the Unit and/or the common elements, which require such removal. If the Owner fails to remove the Alteration when so notified, the Corporation may remove and dispose of it without further notice, liability or compensation whatsoever to the Owner and restore the Unit to its original condition and all costs incurred by the Corporation in so doing shall be the responsibility of the Owner.

12. Recovery of Costs, etc.

Any and all costs, charges, damages or expenses, including all legal costs and disbursements, including the cost of preparing this Agreement, incurred by the Corporation, together with any interest thereon, with respect to the common elements, any units or otherwise, shall be the responsibility of the Owner, including:

1. the installation of the Alteration;
2. the failure of the Owner to comply with the terms of this Agreement;
3. the failure of the Owner to insure, repair, maintain and/or replace the Alteration;
4. the enforcement of this Agreement; and
5. any other costs incurred by the Corporation as a result of this Agreement or the Alteration whether expressly stated herein or not.

The Owner agrees that the above noted costs shall be shall be paid by the Owner within twenty (20) days of being billed for same and shall be deemed to be common expenses attributable to the Unit, and shall be recoverable, together with interest and legal costs on a substantial Indemnity basis by the Corporation pursuant to the Act.

13. Notice

Any notice given to the Owner shall be given in accordance with section 47(7) of the Act. Any notice given to the Corporation shall be given personally or by registered mail to the President or Secretary of the Corporation.

14. Inspection

Upon request for a Status Certificate, the Owner consents to the Corporation causing an inspection to be made of the Alteration to confirm compliance with this Agreement. The Owner agrees to pay a reasonable administrative fee to the Corporation for the inspection. The fee is to be set by the Board from time to time, in its sole discretion, acting reasonably. The Owner agrees

to provide access to the Unit for purposes of the inspection. If the Owner shall be unavailable to provide access upon twenty four (24) hours' notice, the Corporation is hereby authorized to access the Unit for purposes of the inspection, at any time between 9:00 a.m. and 5:00 p.m..

15. Severability

In the event that any particular provision(s) or part thereof is found to be void, voidable, or unenforceable for any reason whatsoever, then such particular provision(s) or part thereof shall be deemed to be severed from the remainder of the Agreement and all other provisions hereof shall remain in full force and effect.

16. Consideration

In consideration of the consent and permission hereinbefore granted to the Owner by the Corporation, the Owner covenants and agrees with the Corporation and its successors that he/she will diligently perform all of his/her obligations under this Agreement which bind the Unit and are enforceable against the Owner's successors and assigns.

17 Registration

If the work being done in the Unit, affects the common elements of the corporation, the Owner hereby consents to the registration of this Agreement against title to the Owner's Unit by the Corporation at the Owner's cost.

In witness whereof the parties hereto have executed this Agreement.

Witness Name:	Unit Owner's Name:
Witness Name:	Unit Owner's Name:

THE CORPORATION

YORK REGION STANDARD CONDOMINIUM CORPORATION No. 1255

Per: _____

Name:

Title: President

Per: _____

Name:

Title: Secretary

I/We have the authority to bind the corporation