

# Application to Alter



This form is to be submitted to Parkbridge for all proposed additions and alterations to the exterior of your home or site, including projects such as decks/porches, sheds, hot tubs, roofs, patios/walkways, landscaping, etc. Applications will be reviewed in the order they are received and returned within ten (10) business days, barring unforeseen circumstances. Complete and detailed applications will help us process applications quickly. Please attach photographs whenever possible.

By submitting this application you acknowledge and authorize that a Parkbridge representative may visit your home site to review your application and to take photographs of the exterior of your home for the purpose of processing your application.

**Please contact the Community Office if you require assistance. Submitted by: (the "Tenant")**

Name(s): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Home phone: \_\_\_\_\_ Cell: \_\_\_\_\_, Work phone: \_\_\_\_\_

Email: \_\_\_\_\_

To: \_\_\_\_\_ (the "Landlord")  
Name of Property

The Tenant hereby makes application to the Landlord to permit it to make the following revisions/renovations/alterations to the Home or to permit it to construct, renovate or incorporate the changes hereinafter noted (collectively known as the "work"). The work shall consist of (insert complete description of all proposed work):

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The work will be performed by (insert a complete list of all proposed suppliers, contractors, tradespersons and sub tradespersons to be used to complete the work):

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Using the chart paper on the next page, include a diagram of the lot and a sketch of the work to be performed with accurate measurements.

**Note:** It is the Tenant's responsibility to obtain any Building Permits from the municipality or other permits that may be required to facilitate the work. Written Landlord consent is required to submit a permit application to the municipality.

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## Diagram of Work Being Performed

Include a diagram of the home site and a sketch of work to be performed with accurate measurements. For proposed additions, please indicate all additions to the home including decks, sunrooms, sheds, etc. as well as location and size (e.g., 10' x 10' shed). Note the distance from other structures and proposed additions, including neighbours' homes, lot lines, roadways or sheds. If adding a deck, include details such as the height from the ground, railings, handrails, and stairs and concrete piers vs. floating deck pads. Maximum allowable lot coverage must be confirmed with the local municipality by the Tenant (typically cannot exceed 35% sq. ft. of the total square footage of the home site, including measurements for porch, deck and all attached structures).

(Attach additional sheets if required)

A large grid of graph paper, consisting of 10 columns and 10 rows of squares, intended for drawing a site diagram.

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Additional conditions, if any, inserted by the Landlord specific to this application:

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In making this application, the Tenant acknowledges having read and understood the Landlord's standard application form and agrees to abide by all provisions of the application.

This application is submitted this \_\_\_\_\_ day of \_\_\_\_\_, 20-\_\_\_\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Tenant

On behalf of the Landlord and subject to the Tenant complying with all the terms and conditions noted herein, this application is accepted on this \_\_\_\_\_ day of \_\_\_\_\_, 20-\_\_\_\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name (I have authority to bind the Landlord)

# Application to Alter



## Conditions of Approval:

The Tenant hereby covenants and agrees that s/he shall not cause any work to be undertaken on the property, without the express written consent of the Landlord nor any work to be undertaken without first obtaining all applicable permits from any regulatory authority having jurisdiction.

1. The Landlord shall have the right to terminate any approval which may arise from its acceptance of this application upon written notice to the Tenant in the event that:
  - a) The Tenant fails to adhere to the working restrictions (e.g., start time, stop time) set out in this application.
  - b) The Tenant fails to obtain any governmental approval, such as a building permit or electrical permit, which may be required prior to the Tenant commencing work, by the municipality or other regulatory authority having jurisdiction or fails to adhere to the provisions of this application and any approval which arises from it or fails to adhere to the provisions of any governmental approval, such as a building permit or electrical permit, that are issued in respect of the work.
  - c) The Tenant is issued a notice of infraction, such as a Stop Work Order or other Work Order from any governmental authority having jurisdiction and the Tenant fails to immediately comply in all respects with the terms and conditions of such order.
  - d) The work undertaken by the Tenant or on behalf of the Tenant fails to meet all applicable provisions of the provincial Building Code, Fire Code or any other Statute or Regulation which may be applicable.  
In the event that the Tenant fails to obtain all necessary approvals, or should any regulatory authority issue a Stop Work Order or other infraction in connection with any work undertaken on the Tenant's behalf, then the Landlord shall have authority, at its sole option, to enter onto the Homesite and take such action or undertake such work, all at the Tenant's expense, as the Landlord at its sole discretion deems warranted in order to correct or remedy the Tenant's default.
2. The Tenant shall be responsible for supervising the actions and behavior of all visitors, guests, trade persons or suppliers in or about the Homesite, the Home and Community where such persons' presence is due to the invitation or request of the Tenant. The Tenant shall exercise diligence to prevent noise, profanity, uncleanliness, defacement and damage to the Landlord's property and the property of other Tenants in the Community.
3. The Tenant shall pay any and all permit fees, taxes, assessments, levies, or license fees imposed by any authority on or as a result of any alteration, improvement, changes to or renovation, the addition of any equipment or fixtures, the construction of buildings or outbuildings or of anything placed or left on the Homesite by or on behalf of the Tenant as a result directly or indirectly of this application and any approval which may arise from it, which additional charges shall be payable immediately upon receipt of any notice or demand for payment received by the Landlord and conveyed to the Tenant.
4. Any failure to remit any payments required under the terms of this application and any approval which may arise from it and any breach of any of the rules of the Community by the Tenant or other persons employed by the Tenant attending at the Homesite, the Home or the Community, shall be deemed to be a breach of any approval arising from this application and a breach of the Tenant's Tenancy Agreement and the Landlord may, at its sole option, immediately terminate such approval and/or the Tenant's Tenancy Agreement, subject only to any applicable legislative provisions.
5. The Landlord assumes no responsibility for any loss through fire, theft, collision or otherwise to any Home, additions, improvements or cars or their contents, regardless of cause. The Tenant hereby agrees that any losses which arise directly or indirectly from the work undertaken as a result of this application and any approvals which arise from it are solely at the risk of the Tenant and in this regard the Tenant, his family and his guests, visitors, agents, contractors, tradespersons and sub tradespersons for themselves, their heirs, executors, administrators, successors and assigns HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE the Landlord, his agents, servants, successors and assigns OF AND FROM ALL CLAIMS, demands, damages, costs, expenses, actions and causes of action, whether in law or equity, in respect of death, injury, loss or damages to himself, his family or guests or their property HOWSOEVER CAUSED, arising or to arise by reason directly or indirectly from the work contemplated by this application as well as from the use of the Homesite, Home, Community or otherwise, whether prior to, during or subsequent to this AND NOTWITHSTANDING that the same may have been contributed to or occasioned by the negligence of any of the aforesaid. The Tenant further undertakes on his own behalf and on behalf of his family and guests, visitors, agents, contractors, tradespersons and sub tradespersons, to indemnify all the aforesaid from and against any and all liability incurred by any or all of them arising as a result of or in any way connected with the work contemplated under this application.

6. The Tenant hereby acknowledges and agrees that the Landlord, acting reasonably, shall have the right to prohibit or limit access to the Community to outside suppliers of goods and services and to contractors, tradespersons and sub tradespersons who do not meet the Landlord's standards for the supply of such goods and services. In this regard it is a condition of any approval that the Tenant fully identify in this application any outside suppliers or tradespersons whom it intends to use to complete any of the work contemplated by this application. The Tenant shall indemnify and hold harmless the Landlord in respect of any claims or damages which may arise as a result or in connection with any work undertaken by or on behalf of the Tenant, on the Homesite or Home within the Community. In addition, the Tenant covenants that he will ensure that any contractor, supplier or tradesperson who enters into the Community to undertake work on behalf of the Tenant is qualified to complete such work in a good and workmanlike manner, carries all valid licenses which may be required by the municipality, has accounts in good standing with the Worker's Compensation Board, and carries commercial liability and broad form insurance coverage of not less than \$2,000,000.00.
7. In the event of any default of any of the terms and conditions of this application or any approval which arises from it, or any violation of the Community Rules and Regulations, the Landlord shall have the following rights:
- a) To rescind approval for the work.
  - b) To require the Tenant to cease work and restore the Homesite and Home to its original condition.
  - c) To terminate the Tenancy Agreement, where such default is substantial, subject only to any applicable legislative provisions.
  - d) To sue for any overdue payments or damages arising out of a breach of this application or any approval which arises from it, together with interest, the Landlord's legal costs on a solicitor and client basis together with any other costs of any nature or kind which may be incurred in repossessing the site, correcting deficiencies in the materials or workmanship of the work contemplated by this application and collecting overdue payments or damages.
  - e) To seize any goods or property on the Homesite subject to any applicable provisions of the law and to sell the same to recover any monies or damages owing.

