

AGREEMENT REGARDING MODIFICATION OF COMMON ELEMENTS

THIS AGREEMENT, made this ___ day of _____, 20___, between PRESERVE ON FELLOWS CREEK CONDOMINIUM ASSOCIATION ("Association"), BLS Property Management, Co., 11908 Farmington Road, Livonia, MI 48150 and _____ ("Co-owner(s)") whose address is _____, Canton, Michigan, 48188.

WHEREAS, the Association is a non-profit corporation organized under the laws of the State of Michigan and responsible for the management and operation of PRESERVE ON FELLOWS CREEK CONDOMINIUM, a condominium project located in the Township of Canton, County of Wayne, Michigan; and

Unit , PRESERVE ON FELLOWS CREEK CONDOMINIUM, a condominium project, according to the Master Deed thereof recorded in Liber 30034, at pages 3284 through 3361, as amended, Wayne County Records, and designated as Wayne County Condominium Subdivision Plan No. 498.

WHEREAS, the Co-owner(s) is desirous of installing/modifying _____

_____ upon the Common Elements; and

WHEREAS, the Board of Directors of the Association has determined to approve said installation or modification, subject to the conditions herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. The Association hereby grants express written approval to Co-owner(s) to make the modification as requested above.
2. Co-owner(s) shall obtain all necessary permits required by the Township to install said modification.
3. Co-owners hereby agree to maintain said structure or modification placed upon the common elements in a reasonable, attractive safe condition so as not to create a nuisance or hazard to others and in a condition equal to the soundness, safety, utility or appearance of the condominium, and as may be directed by Association, and to immediately make the required repairs when necessary. In the event the Co-owners fail to properly maintain said modification the Association shall, in its sole discretion and after notice to the Co- owners, be entitled to make said repairs or to remove the modification and to restore the common elements to the condition in which they existed prior to the installation of the modification. The cost of said maintenance, repair, removal and/or restoration shall be collectable in the same manner as regular monthly maintenance assessments and will become due on the due date of the next regular monthly maintenance assessment. In addition, Co-owners shall be responsible for the maintenance and/or repair of the surrounding common elements or modifications that are damaged as a result of the existence, installation or maintenance of the modification.
4. In the event that it is necessary to remove the modification in order for the Association to have access to a common element for maintenance or repair, the Co-owner agrees to remove so much or all of that modification in order to provide access to the Association, at the Co-owner's own expense. If the Co-owner fails to do so, Co-owner authorizes the Association to remove that modification and to assess the cost thereof to the

Co-owner, which cost shall be collectible in the same manner of assessments pursuant to the Condominium Documents.

5. Co-owners further agree to maintain adequate insurance on said modification so as to properly protect the interests of the Association, and to name the Association as an additional insured thereon. In the event any costs or attorney's fees not limited to statutory fees are incurred by the Association as a result of the installation, repair or maintenance of said modification upon the common elements, or to enforce the terms of this Agreement, Co-owners agree to fully compensate Association for said expenses. Further, Co-owners will hold Association and its Board of Directors harmless for any damages or injuries to persons or property incurred as a result of the modification.

6. Co-owners agree that the permission for said modification is a revocable license and that they will fully comply with all guidelines for said modification as established by the Association, from time to time. Any violation of this Agreement or the condominium documents shall subject Co-owners to those enforcement remedies as may, by law, belong to the Association.

7. Co-owners further agree not to make further modifications, alterations or additions to the common elements without the express written consent of the Association. In the event the modification is removed, Co-owners agree to restore the common elements to the same condition as existed prior to the installation of said modification.

This agreement is made in the State of Michigan and shall be interpreted in accordance with the laws of said State. It is binding upon the parties hereto, their successors, assigns, heirs and representatives.

Executed at Canton, Michigan, as of the day and year first above written.

WITNESS:

"CO-OWNER(S)"

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, the above-named Co-owner(s) at PRESERVE ON FELLOWS CREEK CONDOMINIUM.

Notary Public, _____ County, MI
My commission expires: _____
Acting in _____ County

WITNESS:

PRESERVE ON FELLOWS CREEK CONDOMINIUM ASSOCIATION, a Michigan non- profit corporation,

By: _____
Its: _____

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, of PRESERVE ON FELLOWS CREEK CONDOMINIUM ASSOCIATION.

Notary Public, _____ County, MI My
Commission Expires: _____
Acting in _____ County

DRAFTED BY/RETURN TO:
Jeffrey L. Vollmer, Esq. 23201
Jefferson Avenue
St. Clair Shores, MI 48080
(586) 773-1800