

Heatherwood Association Exterior Modification Request/Agreement

Agreement made between Heatherwood Association, a Michigan corporation of Pittsfield Township, Michigan, hereinafter called the Association, and _____
_____ co-owner(s) of a Heatherwood unit
located at _____ in Pittsfield Township,
Michigan, hereinafter called co-owner.

1. It is mutually agreed:
 - A. That co-owner has the permission of the Association to make such modification to the common ground or property of the Association as outlined in the attached description of such modification.
 - B. Only those modifications noted in the description will be permitted by the Association under this agreement.
2. In consideration for same, co-owner agrees:
 - A. The expense of performing said modification will be borne entirely by the co-owner.
 - B. That complete maintenance or upkeep of said modification is the responsibility of the co-owner in accordance with the current Rules and Regulations adopted by the Board of Directors.
 - C. If additional insurance is necessary the co-owner will see that the proper insurance is in place to cover the approved modifications. Said insurance will be at co-owner expense.
 - D. Co-owner understands that if the modification requires digging into the ground, underground utility lines may be encountered. Co-owner agrees to call MISS DIG before digging and herewith accepts financial responsibility for repair of any damage that may be incurred in connection with the approved modification.
3. The following applies if the co-owner is responsible for the complete maintenance of approved modification as determined by the current Rules and Regulations.
 - A. In the event that the Association finds maintenance or upkeep of modifications lacking, or after having been so notified in writing by the Association, required maintenance or upkeep will be performed by the Association or its designate at co-owner expense. No such maintenance will be performed without allowing the co-owner a specified period of time to perform the maintenance.
 - B. If continued neglect of maintenance or upkeep of modification occurs, the Board may order the return of its common ground or property to its original state, at co-owner expense. Under no circumstances will this action be taken without written notification of co-owner by the Association.
 - C. In the event the condominium unit is sold by the co-owner, the co-owner is required to notify the Purchaser of the existence of the approved modification and the Modification Agreement, and the Purchaser assumes responsibility for the maintenance and upkeep of the approved modification.
 - D. In the event the approved modification is damaged due to the repair, replacement, or removal of a common element (telephone lines, electric lines, sewer lines, gas lines, etc.), repair or replacement of said modification will be borne by the co-owner.

Co-owner acknowledges and undertakes to pay for all landscaping or maintenance services performed to correct any violations whatsoever under this Agreement. In the event that the co-owner fails to promptly pay for such services upon the billing rendered by the Association, said expense

shall constitute a lien on the co-owner's condominium. It is further acknowledged that in the event such assessment is levied that the Association shall have the right to record a lien on the co-owner's condominium with the Register of Deeds for Washtenaw County, Michigan, and to proceed with necessary litigation including but not limited, to foreclosure of said lien.

The attached description of modifications is made part of this agreement.

Co-owner Date

Co-owner Date

Address Telephone number

Description of proposed modification:

Diagram of modification: (attach additional pages if necessary)

Approved	Not Approved	Board	Signature	Date
		President		
		Member		

Please return this form to: Kramer-Triad Management Group, 1100 Victors Way, Suite 50, Ann Arbor, MI 48108.