

# WATERS EDGE CONDOMINIUM ASSOCIATION MODIFICATION/ALTERATION REQUEST

Co-owner(s): \_\_\_\_\_

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

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

**Description of Proposed Modification:**

**Diagram or Plan of Modification (attach additional pages if necessary):**

(Check all items that are applicable)

Modification will affect the following:

Exterior appearance \_\_\_\_\_ Structural Parts of Unit \_\_\_\_\_  
Limited Common Elements \_\_\_\_\_ General Common Elements \_\_\_\_\_  
Landscaping \_\_\_\_\_ Other \_\_\_\_\_

Please read the following closely before signing:

1. It is mutually agreed the Association will permit only modifications noted in this agreement description.
2. The actual construction must be performed by a licensed builder who is insured. All applicable codes will be followed and the co-owner will obtain all appropriate permits and/or City/Township inspections at the co-owners expense. No modification shall commence without prior Board approval.
3. The undersigned has read all applicable sections of the Bylaws and understands same.

4. The expense of performing said modifications will be borne entirely by the Co-owner(s).
5. The maintenance and upkeep of said modification is the responsibility of the Co-owner in accordance with the Condominium documents and current Regulations and Procedures adopted by the Board of Directors.
6. All maintenance, repair, replacement and insuring of this alteration/variance/modification will be performed the Co-owner(s) expense.
7. The undersigned understands that, should any legal regulatory agency require, at any time in the future modifications to this variance, they will be done at the Co-owner(s) expense.
8. The responsibility and expense of ensuring all necessary permits are pulled and building codes are met will be borne entirely by the Co-owner(s).
9. If additional insurance is necessary, the Co-owner(s) will see that proper insurance is in place to cover the above modification. Said insurance will be at the Co-owner(s) expense.
10. In the event that the Association finds in its sole discretion that the maintenance, repair or upkeep of modifications is lacking, is not being timely performed, or is causing or may cause damage to the common ground or property of the Association, the Association shall have (a) the right, but not the obligation, to perform the required maintenance, repair or upkeep and to charge the costs incurred in so doing to the assessment account of the Co-owner(s), and (b) the right to order the removal of the modification and the return of the common ground or property to its state prior to the modification at the expense of the Co-owner(s).
11. That in the event the condominium unit to which said modifications are made is sold, the current Co-owner is required to notify any new Co-owner of the existence of this approved Modification Agreement, and have any new Co-owner assumes responsibility for maintenance and upkeep of the approved modification in writing at closing. If the Board of Directors approves the modification and if requested by the Board, the Co-owner(s) agree to execute a Modification and Alteration Agreement setting for the responsibility of the Co-owner(s) for the modification and that such Agreement may be recorded against the Unit in the County Register of Deeds. The signing of this agreement, attorney fees for drafting the Agreement (\$240.00), and payment of the filing fees (\$30.00) will be a precondition to any approval given.
12. That in the event that the modification is damaged due to the repair, replacement, or removal of any common ground or property of the Association (including, but not limited to, foundations, utility lines, pipes or wires, sump pumps, roofs, gas lines, etc.) or the maintenance thereof by the Association, removal, repair, and/or replacement of the modification will be performed by the Co-owner, or shall be done at the expense of the Co-owner.
13. The Co-owner shall be solely responsible for, and shall fully indemnify and hold the Association harmless from, any and all maintenance, repair and replacement of the Alteration, damages or costs resulting from the Alteration and the costs of any repair, replacement or maintenance of any other common ground or property of the Association necessitated or caused by the Alteration, for so long as the Alteration is in existence. Depending on the specific type of Alteration, it is expressly understood that such responsibility shall include, but not be limited to, responsibility for damages from flooding or water infiltration to any common ground or

property of the Association or any other residence caused by the Alteration, personal injury caused by or during installation of the Alteration, and any damages to the Unit, any other unit or common ground or property of the Association by way of settlement, failure of support, water or otherwise resulting from the Alteration.

- 14. The Co-owner hereby agrees to fully indemnify and hold harmless the Association, including its members, directors, officers, managers, agents, successors and assigns, from any liability, damages, claims, actions, judgments or responsibility whatsoever, now or in the future, known or unknown, foreseeable or unforeseeable, by any party whatsoever, for any actions, conduct or decisions in any way related to the modification and the permission given by this Agreement. This indemnification includes any and all costs or expenses incurred by the Association including, without limitation, attorneys' fees, defense costs, and other expenses.



I (we) understand that if the modification requires digging into the ground, or accessing any common element or property of the Association, that utility lines or other common elements or property of the Association may be encountered. We hereby accept financial responsibility for repair of any damages that may be incurred in connection with the proposed modification.

An inspection of the completed modification shall be conducted by the Board of Directors to insure compliance with all appropriate restrictions and with reasonable standards of quality and aesthetics.

\_\_\_\_\_  
Co-owner

\_\_\_\_\_  
Co-owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**Return to:** Heritage Property Management, PO Box 1281, Clarkston, MI 48347 or  
**Email to:** Info@HeritagePropertyMgt.com



**NO WORK SHALL COMMENCE UNTIL WRITTEN APPROVAL IS RECEIVED**

This modification request has been evaluated by the Board of Directors and is:

**ACCEPTED** \_\_\_\_\_ with the following restrictions: \_\_\_\_\_

**REJECTED** \_\_\_\_\_ due to: \_\_\_\_\_

RECORDABLE MODIFICATION AGREEMENT REQUIRED: \_\_\_ YES \_\_\_ NO

For the Board of Directors: \_\_\_\_\_ Date: \_\_\_\_\_