

Fairway Condominium Association

Request for modification of General Common Element (GCE) or Limited Common Element (LCE)

See definitions of GCE and LCE in First Amendment to Consolidating Master Deed of The Fairways Condominium
(Article IV, Sections 1 and 2)

Co-owner Information:

Name	
Address & Unit #	

Preferred Contact Method: (Provide contact information for each choice you select)

Email	
Phone	
Text	

Type of Modification: (Check one)

Landscaping		Structural	
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Description of Modification: (Attach explanatory documents such as drawings, specifications.)

Signatures and Approvals:

I have read and understand the responsibilities for making this/these change(s), as explained in the First Amendment to Consolidating Master Deed of The Fairways Condominium, Article IV, Section 6 and the related Exhibit A, Condominium Bylaws, Article IX, Sections 2, 3, 4, and 5.

Co-Owner Signature		Date	
Approval Signature		Date	

Please forward this completed form with supporting documents to the Fairways Management Company.

First Amendment to Consolidating Master Deed of The Fairways Condominium, Article IV, Sections 1 and 2

Section 1: General Common Elements (May not be changed by Co-Owner in any way without prior authorization):

- a. The land described in Article II including roads, walks, driveways, parking areas, and landscaped areas.
- b. The electrical transmission systems throughout the Condominium Complex to the point of connection with the unit electrical meter.
- c. The gas distribution system throughout the Condominium Complex to the point of connection with the unit meter.
- d. The telephone system throughout the Condominium complex up to the point of entry to each unit.
- e. The water distribution system throughout the Condominium complex to the point of connection with the common building meter.
- f. The sanitary sewer system throughout the Condominium Complex up to the point of entry to the unit.
- g. The telecommunications system, up to, but not including, connections to provide service to individual units.
- h. Foundations, supporting columns, unit perimeter walls, roofs, ceilings, floor construction between unit levels, gutters, downspouts, chimneys and roof vents, including exterior windows and surfaces and exterior door surfaces.
- i. The storm drainage system throughout the Community including any metering or meters.
- j. The sprinkler system throughout the Community including any metering or meters.
- k. Mailbox enclosure and supporting structures, but not including mailboxes, keys, locks, or similar items.
- l. The entrance signs and lighting servicing the signs.
- m. The exterior site lighting and any other exterior lighting throughout the Community, wherever located, including posts and meters, if any.
- n. The Community swimming pool, hot tub, pool deck and pool servicing equipment and the Community clubhouse.
- o. Tennis courts, ponds, two gate houses and two gazebos.
- p. Such other Elements of the Project either as depicted as General Common Elements on Exhibit B or not designated or defined as General or Limited Common Elements which are not designated or defined as General or Limited Common Elements which are not enclosed within the boundaries of a unit, and which are intended for common use or necessary to the existence, upkeep, aesthetics and safety of the Community as a whole.

Section 2: Limited Common Elements (May be changed in appearance, not function by Co-Owner, with limitations):

- a. Each patio and deck area in the Condominium Complex.
- b. Each individual porch in the Condominium Complex.
- c. Each individual drive.
- d. Each individual air-conditioner compressor, pad, duct work, and any related operational accessories.
- e. Each sump pump, and all related operational equipment.
- f. The interior surfaces of unit perimeter walls and ceilings and floors contained within a unit.
- g. The interior surfaces of windows, doors, window screens, door walls and screen doors in each unit.
- h. The exterior water spigots accessed from the Common Elements.
- i. Each fireplace.
- j. Each garage and garage door opener and hardware.
- k. Any other elements of the Project which are used exclusively by less than all of the Co-owners or to which access is restricted to less than all of the Co-owners.

First Amendment to Consolidating Master Deed of The Fairways Condominium, Article IV, Section 6

Co-owner additions and modifications, even though approved by the Association, shall not be considered Limited or General Common Elements in any case, and are the complete responsibility of the Co-owner. Should the Association require access to any elements of the Condominium Complex, which necessitates the moving or destruction of all or part of any such addition or modification, all costs, damages and expenses involved in providing access and restoring the addition or modification shall be borne by the Co-owner.

First amendment to Consolidating Master Deed of Fairways Condominium, Exhibit A, Condominium Bylaws, Article IX

Section 2: Except as otherwise provided in Article IX, Section 3 of these Bylaws, no Co-owner shall make any alterations, interior or exterior structural modifications, or additions or deletions to a unit, to the buildings or to any of the Common Elements, Limited or General, without prior written approval of the Board of Directors. The Board of Directors shall not approve any alterations, structural modifications, additions or deletions which would jeopardize or impair the utility, soundness, safety, appearance or aesthetics of the Condominium Community or which are requested by a co-owner who has been declared in default by the Board of Directors.

A co-owner who receives the required written approval for any alteration or modification shall be responsible for maintenance, insurance, reconstruction, replacement, repair or removal of any and all such modifications or alterations unless otherwise agreed to in writing by the Board of Directors. Every co-owner shall have the affirmative obligation to notify their potential purchasers of modifications or alterations and the purchaser's responsibility for them prior to transfer of title or of any beneficial interest in the unit.

- a. If the co-owner does not perform these obligations, the Association may perform any and all such maintenance, reconstruction, replacement, or repair or removal obligations and assess the costs and expenses incurred to the co-owner. These assessments are enforceable and collectible as provided in Article VI. The Association may also use other remedies available in the Condominium Documents or by Law.
- b. If the co-owner performs any alterations or modifications without receiving prior written approval from the Board of Directors, or installs a modification or alteration which does not correspond to Board approved parameters, the Association may summarily remove or abate the alteration or modification. The costs and expenses incurred in removal or abatement will be assessed to the co-owner and are enforceable and collectable as provided in Article VI. The Board of Directors may, in addition, pursue other remedies available in the condominium Documents or by law.

Section 3: Alterations by co-owners with disabilities are subject to compliance with the following provisions:

- a. A co-owner may make improvements or modifications to the co-owner's unit, including improvements or modifications to Common Elements and to the route from the public way to the door of the co-owner's unit, at his/her expense, if the purpose of the improvement or modification is to facilitate access to or movement within the unit for persons with disabilities who reside in or regularly visit the unit, or to alleviate conditions which could be hazardous to such persons. The improvement or modification shall not impair the structural integrity of a structure or otherwise lessen the support of a portion of the Condominium Project. The co-owner is liable for the cost of repairing any damage to a Common Element caused by building or maintaining the improvement or modification, unless the damage could reasonably be expected in the normal course of building or maintaining the improvement or modification. The improvement or modification may be made notwithstanding prohibitions and restrictions in the Condominium Documents, but shall comply with all applicable state and local building code requirements and health and safety laws and ordinances and shall be made as closely as reasonably possible in conformity with the intent of applicable prohibitions and restrictions regarding safety and aesthetics of the proposed modification.
- b. Before an improvement or modification allowed by Section 3(a) is made, the co-owner shall submit plans and specifications for the improvements or modifications to the Board of Directors for review and approval. The Board shall determine whether the proposed improvement or modification substantially conforms to the requirements of this Section, but shall not deny a proposed improvement or modification without good cause. If the Board of Directors denies a proposed improvement or modification, the Board shall list, in writing, the changes needed to make the proposed improvement or modification conform to the requirements of this Section, and shall deliver that list to the co-owner. The Board shall approve or deny the proposed improvement or modification not later than 60 days after the plans and specifications are submitted to the Board. If the Board of Directors does not approve or deny submitted plans within the 60 day period, the co-owner may make the proposed improvement or modification without the consent or the approval of the Association. A co-owner may bring an action against the Association and its Officers and

Directors to compel those persons to comply with this Section if the co-owner disagrees with a denial by the Board of Directors of the co-owner's proposed improvement or modification.

- c. An improvement or modification allowed by Section 3(a) that affects the exterior of the Condominium unit shall not unreasonably prevent passage by other residents of the Condominium Project. A co-owner who has made exterior improvements or modifications allowed by Section 3(a) shall notify the Association in writing of the co-owner's intention to convey or lease the Condominium unit to another, not less than 30 days before conveyance or lease. Not more than 30 days after receiving a notice from a co-owner under this subsection, the Board of Directors may require that the co-owner remove the improvement or modification, at the co-owner's expense. If the co-owner fails to give timely notice of a conveyance or lease, the Board of Directors at any time may remove or require the co-owner to remove the improvement or modification, at the co-owner's expense. However, the Board of Directors may not remove or require the removal of an improvement or modification if the co-owner intends to resume residence in the unit within 12 months or conveys or leases the Condominium unit to persons with disabilities who needs the same type of improvement or modification, or to a person who has a person residing with him/her who requires the same type of improvement or modification.
- d. If a co-owner makes an exterior improvement or modification allowed under Section 3(a), the co-owner shall maintain liability insurance, underwritten by an insurer authorized to do business in Michigan, in an amount adequate to compensate for personal injuries caused by the exterior improvement or modification. The co-owner shall not be liable for acts or omissions of the Association with respect to the exterior improvement or modification, and the co-owner is not required to maintain liability insurance with respect to any Common Element. The Association is responsible for the cost of any maintenance, repair and replacement of the improvement or modification or to the extent of the cost currently incurred by the Association for the unaltered Common Elements prior to installation of the improvement or modification. Any costs in excess of the amount incurred by the Association shall be billed and paid by the co-owner.
- e. As used in this Section, "persons with disabilities", means that term as defined in Section 2 of the State Construction Code Act of 1972, Act No. 230 of the Public Acts of 1972, being Section 125.1502 of the Michigan Compiled Laws, as may be amended.

Section 4: Except as otherwise provided in the Condominium Documents each co-owner shall also be responsible for the costs of the reconstruction, repair, replacement and maintenance to any other portion of the Condominium if the costs arise through the co-owner's actions, omissions, negligence or misuse, or the actions, omissions, negligence or misuse by the co-owner's family, guests, tenants, lessees, vendees, licensees, or invitees, agents, servants, employees or contractors and to the extent such costs are not defrayed by the proceeds of any insurance policy held by the co-owner.

Section 5: If any co-owner fails to immediately and timely commence or complete repairs, reconstruction, replacement or maintenance as required by this Article or other provisions of the Condominium Documents, after written notice to do so by the Board of Directors, the Board of Directors may have the required work performed and assess the costs and expenses incurred to the co-owner who was required to perform. The amounts so assessed may be enforced and collected as provided in Article VI of these Bylaws. The Association may also use those remedies available elsewhere in the Condominium Documents.