

**ALTERATION OR
MODIFICATION REQUEST AND AGREEMENT**

AGREEMENT DATE: _____(Please print all hand written information)

ASSOCIATION NAME AND LEGAL DESCRIPTION:

HARBOR OAKS ASSOCIATION (hereinafter "Association") according to the Master Deed thereof recorded in Liber 20358, Pages 655-705 et seq. Oakland County Records, designated as Oakland County Condominium Subdivision Plan No. 516.

REQUESTING CO-OWNER AND LOCATION:

Co-owner/s (hereinafter "Co-owner"): _____

Address: _____ :

Building#: _____ Unit# _____

Home Phone: (____) _____ Business Phone: (____) _____

REQUESTED ALTERATION OR MODIFICATION DETAILS:

Structure or area affected and other applicable details: _____

Association policy *requires that* you submit the contractor's *insurance certificate* and a drawing

(Exhibit A) for any modifications or alterations which require the same including decks, landscaping modification, etc. The drawing should be on a site or unit plan and the scale should be large enough to distinguish dimension details easily without being too large to reproduce copies.

VENDOR/CONTRACTOR DETAILS:

Company Name: _____

Address: _____

Phone Number: (____) _____

License/s Number/s & Type/s _____

DECLARATIONS AND REQUIRMENTS:

1. WHEREAS, the Co-owner desires to alter or modify his unit and/or common elements of the condominium and is required by the terms and conditions of the Harbor Oaks Association Master Deed and Bylaws, and by the Michigan Condominium Act to obtain the advance written consent of the Association. Additionally, the Co-owner has represented to the Directors of the Association that the proposed alteration does not impair the structural integrity of a structure or otherwise lessen the support of any portion of the condominium project and that the proposed alteration does not impair the soundness, safety, utility or appearance of the condominium. **Actual construction will be performed by a licensed builder/contractor who is insured. All applicable codes and regulations will be followed, and all necessary permits will be obtained at the requesting Co-owner's expense. Furthermore, the area of any proposed landscape or grade alteration will be inspected and marked for underground lines and/or pipes prior to construction.**

2. THEREFORE, the Co-owner has read all applicable sections of the governing documents (State, Local, and Association) and understands the same.

3. THEREFORE, the Co-owner hereby agrees to pay all additional costs and/or expenses of any nature whatsoever resulting from the said alterations, including those involved in installation of same. The altered common elements shall be maintained, repaired, and replaced in keeping with the standards established at Harbor Oaks Association, except as otherwise provided by law. In the event that the Co-owner fails to do so, the Association may maintain, repair, and/or restore the altered common elements to their original condition. All costs and expenses incurred by the Association from time to time in connection with said maintenance, repair and/or restoration shall be assessed to Unit _____ and collected by the Association in the same manner as provided in the condominium documents for collection of condominium assessments. The requesting or future

Co-owner of the above-referenced unit agrees to and hereby does, indemnify, and hold the Association harmless from, any and all liabilities, costs, expenses, and/or damages, including court costs and actual reasonable attorney fees incurred by the Association and/or the Co-owner in connection with the said alterations. All maintenance present and future of this Alteration/Modification will be performed at the Co-owner's own expense.

4. THEREFORE, the Co-owner understands that should any legal or regulatory agency require, at any time in the future, modification to this variance, it will be done at the Co-owner's expense. Furthermore, The Co-owner expressly agrees and acknowledges that the Association shall at all times have access to the common elements in order to meet its maintenance, repair and replacement obligations under the Master Deed and Bylaws. Should it be necessary to in any way disturb or remove the alterations approved herein in order for the Association to gain access to the common elements in order to meet its obligations, the cost of such disturbance or removal, as well as the cost of restoring the approved alterations, shall be borne solely by the Co-owner and in no event shall the Association be liable, therefore. Whenever reasonably practicable and upon reasonable notice, the Co-owner shall be responsible for removing the alterations in order to allow the Association access to the common elements, failing which the Association shall be permitted to perform such removal and to assess the cost thereof to the co-owner's unit, and in no event shall the Association be liable to the Co-owner for exercising its right of removal under this Consent to Alteration/Modification.

5. THEREFORE, Decks cannot be installed over a drainage swale. In the event the deck does interfere with the surface drainage, the Co-owner/s understand that he/she will be required, at their expense, to correct the drainage to the satisfaction of Waterford Township and/or the Association's satisfaction. Any maintenance costs incurred by the Association as a result of this variance will be at the Co-owner's expense.

6. THEREFORE, if the construction will occur in a Common area, the Co-owner must contact Metro Group Management Corporation to obtain the Association's irrigation company name and phone number. Prior to submitting a drawing of a proposed alteration for approval by the Association, the Co-owner will need to obtain a letter from the contractor who maintains the irrigation system stating that the proposed deck modification or similar project will not interfere with the sprinkler system. Should any sprinkler heads have to be relocated; this will be done exclusively at the Co-owner's expense.

7. THEREFORE, the Co-owner understands that it is their responsibility to advise future assigns and/or owners of the unit of this modification and of their responsibility for same.

8. THEREFORE, the Co-owner confirms that all of the above information is truthful and accurate.

NO WORK SHALL COMMENCE UNTIL THIS FORM IS SENT BACK TO THE REQUESTING CO-OWNER
WITH SIGNED APPROVAL

On this____ day of _____, 202____, the foregoing Consent to Alteration of Common Elements was acknowledged before me.

Notary Public, Oakland County, Michigan
My commission expires:

STATE OF MICHIGAN)
)
COUNTY OF OAKLAND) **SS.**

On this____ day of _____, 202____, the foregoing Consent to Alteration of Common Elements was acknowledged before me by _____
Acting Agent for Harbor Oaks Association, a Michigan non-profit corporation, on behalf of the corporation.

Notary Public, Oakland County, Michigan
My commission expires:

**Please Return this Form to: The Highlander Group
 3080 Orchard Lake Road, Suite J
 Keego Harbor, MI 48320**

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