

**200 RIVER PLACE LOFTS ASSOCIATION  
MODIFICATION AND ALTERATION AGREEMENT**

This Modification and Alteration Agreement (the “Agreement”) dated this \_\_\_\_\_ day of \_\_\_\_\_, 202`, is made by and between 200 River Place Lofts Association, a Michigan Nonprofit Corporation whose registered office address is c/o The Highlander Group MMC, Inc., 3080 Orchard Lake Road, Suite J, Keego Harbor, MI 48320 (hereafter the “Association”), and \_\_\_\_\_, with an address of 200 River Place, Unit \_\_\_\_\_ Detroit, MI 48207 (hereafter the “Co-owner”).

**A.** The Co-owner is the owner of record of Unit \_\_\_\_\_ located at 200 River Place, Unit \_\_\_\_\_, Detroit, MI 48207 (the “Unit”), within the 200 River Place Lofts Condominium, a condominium project established upon land located in Wayne County, Michigan, pursuant to the Master Deed thereof as recorded in Liber 32689, Pages 16-84, inclusive, Wayne County Records, as amended, and designated as Wayne County Condominium Subdivision Plan No. 573 (the “Condominium”).

**B.** The Unit is situated in the City of Detroit, County of Wayne, State of Michigan, and legally described as follows:

Unit \_\_\_\_\_, “200 River Place Lofts Condominium” a condominium according to the Master Deed recorded in Liber 32689, Pages 16-84, inclusive, Wayne County Records, as amended, and designated as Wayne County Condominium Subdivision Plan No. 573, together with an undivided interest in the general common elements and limited common elements as set forth in the aforementioned Master Deed and as described in Act 59 of the Public Acts of 1978, as amended.

Property Address: 200 River Place, Unit \_\_\_\_\_, Detroit, MI 48207  
Parcel ID #: \_\_\_\_\_

**C.** Pursuant to Article VI, Section 3 of the Condominium Bylaws, attached as “Exhibit A” to the Master Deed of the Condominium, the Co-owner has requested permission from the Association’s Board of Directors to alter or modify the common elements of the Condominium to install a \_\_\_\_\_ electric vehicle charging station pursuant to the application form and schematic drawing submitted to the Association as described in attached Exhibit A (the “Alteration”) at a designated location on the parking space assigned to the Unit at shown in attached Exhibit B. The Alteration will require the Co-owner to gain access to the lower panel room in the Condominium where electrical meters are located and requires running electric wire and conduit

through the lower portion of garage up through the floor where the electric vehicle charging station will be mounted.

**D.** Co-owner acknowledges that the approval of the requested Alteration by the Association does not constitute a legal approval of any building code requirements and that Co-owner shall procure all necessary and/or required permits from the governing public bodies and otherwise comply with State and local building code requirements and health and safety laws and ordinances.

**E.** The Co-owner has submitted to the Association a site plan consisting of an application form and schematic drawing, attached as “Exhibits A and B”, showing proposed specifications, where the proposed Alteration will be installed, and how the electrical wire and conduit will run from the electrical room to the Alteration.

**F.** The Co-owner’s plans for the Alteration, as submitted, demonstrate that the Alteration will not impair the structural integrity of a structure, lessen the support of any portion of the Condominium, nor impair the soundness, safety, utility or appearance of the Condominium. Therefore, the Association desires to grant permission to the Co-owner for installation and maintenance of the Alteration, but only upon the conditions set forth in this Agreement.

**G.** The Association’s approval is conditioned upon the Co-owner’s submission and compliance with site plans and specifications approved by the Board of the Directors in accordance with this Agreement. The Alteration may not be installed until the Association approves the site plan and the location of the electric vehicle charging station and until after the execution of this Agreement.

Now therefore, in consideration of the mutual covenants and promises contained in this Agreement, the parties agree as follows:

**1.** Co-owner alone shall bear all costs associated with the installation of the Alteration. Co-owner may also be required to install, and pay the costs for installation, for a separate electric meter which would record the amount of electricity consumed by the Alteration. A separate electric meter will not be required if the Alteration has the capability to record the amount of electricity consumed, or the Alteration is connected to the electric meter that records the electricity consumed for the Co-owners Unit. Co-owner alone shall be required to pay the electric bill for the new separate electric meter in addition to all other costs and fees the Co-owner is already required to pay. Co-owner shall also bear all costs associated with moving or removing the Alteration to access or repair Common Elements, if necessary.

**2.** Co-owner shall require that every contractor hired by Co-owner to erect, construct, maintain and/or repair the Alteration, and every subcontractor hired by any such contractor, shall be qualified, licensed, and in good standing with the state before commencement of the construction of the Alteration and at all times during the construction of the Alteration until completion. The Co-owner and contractor(s) must follow all applicable codes and regulations and must obtain all necessary permits at the Co-owner’s expense.

**3.** The Association acknowledges that installation of the proposed Alteration

represents a substantial investment on the part of the Co-owner to their assigned parking space, and as such, the Association will not reassign the Co-owner's assigned parking space unless compelled to do so to fulfill its responsibilities to maintain, repair, replace or upkeep the common elements as required under the Condominium Documents.

4. Co-owner shall require that every contractor hired by Co-owner to erect, construct, maintain and/or repair the Alteration, and every subcontractor hired by any such contractor, unless the subcontractor is covered by the protection afforded by the contractor, at all times maintains in effect workers' compensation insurance covering all of its employees while engaged in work on the Condominium premises. If any class of persons hired or engaged by any contractor or subcontractor to work on the Condominium premises in connection with such Alteration is not protected under the Michigan worker's compensation statute, the contractor or subcontractor which has hired or engaged that class of persons shall provide employer's liability insurance for the protection of all such persons. Upon request, Co-owner shall furnish the Association and/or its representative(s) a certificate of insurance or other appropriate evidence of workers' compensation insurance and employers' liability insurance.

5. The Association may inspect said Alteration during and after the construction and if there are any deviations from the approved Alteration, the Association at its sole option, may require that such deviations be corrected at the Co-owner's sole expense, to comply with such approved Alteration and/or all applicable state and local building code requirements and health and safety law and ordinances.

6. Any damage caused to the Common Elements incidental to the Alteration undertaking, or any later repairs, replacements, or maintenance thereof, shall be promptly repaired by Co-owner at Co-owner's sole expense in such a manner so that the Common Elements are restored to their original condition as they were prior to the damage.

7. The Co-owner shall be solely responsible for insuring the Alteration both as to casualty and general liability. Co-owner shall be liable for any and all damages to persons or property caused by any accident involving the Alteration, or the use, misuse, or existence of the Alteration. Co-owner agrees to indemnify, defend, and hold harmless the Association from any claims or damages to persons or property caused by any accident involving the Alteration, or the use, misuse, or existence of the Alteration. Co-owner shall at all times maintain an insurance policy insuring the Alteration and covering damages to persons or property caused by any accident involving the Alteration, or the use, misuse, or existence of the Alteration. Upon request, Co-owner shall furnish the Association and/or its representative a certificate of insurance or other appropriate evidence that all such insurance has been obtained. This insurance may be maintained as part of Co-owner's insurance policy covering the Unit, if permitted by Co-owner's insurance carrier.

8. Co-owner shall ensure that the Alteration be maintained in good working order and maintain and/or repair said Alteration to the same standard as the remainder of the Common Elements of the Condominium and in accordance with the Master Deed and Bylaws for the Condominium.

9. A breach of this Agreement shall be deemed a breach of the Condominium Bylaws.

In the event the Co-owner fails to maintain the Alteration pursuant to the standards set forth in this Agreement and the Master Deed and Bylaws, or otherwise breaches the terms of this Agreement, the Association, in its discretion, and upon thirty (30) days written notice to the Co-owner by first class mail, may provide the required maintenance and/or repair or restore the modified Common Elements to their original condition and all costs of the Association in so doing, including attorneys fees and costs, shall be assessed to and collected from the Co-owner to the extent allowed by the Master Deed and Bylaws for the Condominium Project or pursuant to any other remedies under the Condominium Bylaws that are available to the Association. Any such sums assessed shall be due and payable immediately upon assessment, and shall constitute an assessment against the Unit under the provisions of the Bylaws for the Condominium, and shall be secured by the statutory lien again the Unit, to be collected in any manner authorized by the Bylaws and the Michigan Condominium Act for collection of assessments.

**10.** Co-owner shall have the right to remove the Alteration. If the Co-owner decides to remove the Alteration from the Condominium Unit, the Co-owner must inform the Board of Directors of the Association in writing at least thirty (30) days prior to commencing construction on the Condominium premises. The Co-owner shall be required to bear all costs associated with the removal of the Alteration and shall be responsible for obtaining all necessary and/or required permits from the governing public bodies and otherwise comply with state and local building code requirements and health and safety laws and ordinances. Co-owner shall ensure that the removal of the Alteration is completed in accordance with the terms of this Agreement regarding the installation of the Alteration in all respects including ensuring that contractors and sub-contractors are licensed and insured. Co-owner alone shall also be responsible for disposing of any waste created from the removal of the Alteration in accordance with all applicable local, state, and federal environmental laws.

**11.** If and when Co-owner sells the Unit, Co-owner must either remove the Alteration in accordance with the specifications set out in this Agreement or must assign his rights and obligations under this Agreement to the purchaser of the Condominium Unit.

**12.** The Co-owner shall be solely responsible for, and completely and fully indemnifies, defends and agrees to hold harmless the Association, including its members, directors, officers, managers, attorneys, insurers, 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 related to the Alteration arising out of the Co-owner's neglect, misconduct, or recklessness, including, but not limited to, its installation, use, maintenance, repair and/or replacement, damages or costs resulting from the Alteration and the costs of any repair, replacement or maintenance of any other common elements necessitated or caused by the Alteration, for so long as the Alteration is in existence, and the permission given by this Agreement. This indemnification shall include any and all costs or expenses incurred by the Association including, without limitation, attorneys' fees, defense costs, and other expenses.

**13.** Without the express consent of Co-owner, no other member of the Association, guest, tenant, occupant, or co-owner in the Condominium may use the Alteration.

**14.** This Agreement constitutes the entire understanding between the parties and there



**Co-owner:**

/s/ \_\_\_\_\_

STATE OF MICHIGAN                    )  
  )ss.  
COUNTY OF \_\_\_\_\_)

The foregoing Modification and Alteration Agreement was acknowledged before me on \_\_\_\_\_, 2022, by \_\_\_\_\_, Co-owner of Unit \_\_\_\_.

/s/ \_\_\_\_\_  
Typed Name: \_\_\_\_\_  
Notary public, State of \_\_\_\_\_  
County of \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
Acting in \_\_\_\_\_

**Co-owner:**

/s/ \_\_\_\_\_

STATE OF MICHIGAN                    )  
  )ss.  
COUNTY OF \_\_\_\_\_)

The foregoing Modification and Alteration Agreement was acknowledged before me on \_\_\_\_\_, 2022, by \_\_\_\_\_, Co-owner of Unit \_\_\_\_.

/s/ \_\_\_\_\_  
Typed Name: \_\_\_\_\_  
Notary public, State of \_\_\_\_\_  
County of \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
Acting in \_\_\_\_\_

**DRAFTED BY AND RETURN TO:**

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