

**REQUEST FOR MODIFICATION APPROVAL
WABEEK FAIRWAYS WEST NO. 2**

**MODIFICATION AND ALTERATION AGREEMENT
WABEEK FAIRWAYS WEST NO. 2**

This Modification and Alteration Agreement (“Agreement”) dated this ____ day of _____, 20__, is by and between Wabeek Fairways West II Condominium Association (the “Association”), and _____ (“Co-owner”), with an address of _____.

A. The Co-owner is the owner of record of Unit ____ (the “Unit”), which Unit is located in Wabeek Fairways West No. 2, a condominium project established upon land located in Oakland County, Michigan, pursuant to the Second Amended and Restated Consolidating Master Deed recorded in Liber 60861, Page 82, et seq., Oakland County Records, and known as Oakland County Condominium Subdivision Plan No. 237 (the “Condominium”).

B. The Co-owner has requested permission from the Board of Directors to alter or modify the Common Elements of the Condominium in the following manner and in accordance with the request for modification submitted to the Board (the “Alteration”):

C. Based upon information submitted by the Co-owner, the Board has determined that the Alteration does 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, and therefore 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.

In consideration of the mutual covenants and promises contained in this Agreement, the Board of Directors grants approval for the installation and maintenance of the Alteration, but only upon the following conditions, restrictions, and agreements:

1. If applicable, the Co-owner shall supply the Board of Directors with detailed plans, including all required engineering structural calculations if required, indicating any destruction, change to or connection with any existing Common Elements (the “Plans and Specifications”). The Board of Directors’ approval is conditioned upon the Co-owner’s compliance with the Plans and Specifications. Further, if applicable, the Co-owner covenants that the Alteration will be performed by contractors licensed in Michigan and fully insured and that all necessary municipal permits and inspections will be secured.

2. 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 Elements 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 other unit or Common Element 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 Elements by way of settlement, failure of support, water or otherwise resulting from the Alteration. Should the Association need to access any Common Elements which necessitates the removal of all, or part, of the Alteration, the Co-owner shall remove and replace that portion of the Alteration required by the Board of Directors at the Co-owner's sole expense. In the case of emergencies, the Association shall be entitled to remove those portions of the Alteration as the Board of Directors deems necessary, and to charge any expense incurred to the assessment account of the Co-owner. Similarly, should the Board of Directors determine, in its sole discretion, that the alteration is not being properly maintained, repaired or otherwise cared for by the Co-owner, or that the alteration is causing damage to the Common Elements, the Association shall have the right to perform the required repair or maintenance and to charge the costs incurred in so doing to the Co-owner's assessment account. Any such sums assessed shall be due and payable immediately upon assessment, and shall constitute an assessment under the provisions of the Bylaws for the Condominium, and shall be secured by the statutory lien against the Unit, to be collected in any manner authorized by the Bylaws and the Michigan Condominium Act for collection of assessments.

3. The Co-owner shall complete installation of the Alteration in accordance with this Agreement within six months of the date of this Agreement. Failure to complete within this time frame shall result in the automatic revocation of the Association's approval under this Agreement.

4. The Co-owner shall be solely responsible for insuring the Alteration both as to casualty and general liability. The Co-owner shall provide evidence of such coverage to the Association upon request.

5. The Co-owner completely and fully indemnifies and agrees to 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 Alteration 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.

6. If the Alteration is no longer in use or intended to be used, it shall be promptly removed and the premises restored to the condition existing prior to the installation of the Alteration, at the Co-owner's sole cost and expense.

7. The terms of this Agreement shall run with and bind the Unit, and the rights and responsibilities under this Agreement shall pass to the respective party's successors, assigns, heirs,

legal representatives and all those who may subsequently acquire an interest in the Unit. It is expressly understood that the permission and approval granted herein shall extend only to the Alteration.

8. This document may be recorded with the Oakland County Register of Deeds to give all interested parties constructive notice of its terms.

[Signatures on Following Page]

The parties have executed this Agreement of their own free will, after consultation with legal advisors of their choice, with knowledge of its contents, on the day and year appearing above.

CO-OWNER

[sign]

[print name]

ASSOCIATION

Wabeek Fairways West II Condominium Association, a Michigan Nonprofit Corporation

By:

Name:

Title: President

)

) SS:

STATE OF MICHIGAN

COUNTY OF OAKLAND)

On _____, 20__, before me personally appeared _____, an individual, known to me to be the person who executed the above Agreement.

, Notary Public
_____ County, Michigan
Acting in _____ County, Michigan
My Commission Expires:

STATE OF MICHIGAN

)

) SS:

COUNTY OF OAKLAND)

On _____, 20__ before me personally appeared _____, the President of Wabeek Fairways West II Condominium Association, a Michigan Nonprofit Corporation, who executed the above Agreement on behalf of the Corporation.

Document drafted by
and when recorded return to:

, Notary Public
_____ County, Michigan
Acting in _____ County, Michigan
My Commission Expires: