

OAKHURST MODIFICATION AGREEMENT

Agreement between the Oakhurst Owners Association, a Michigan corporation of Clarkston, Michigan, hereinafter called the Association, and

Co-owner's Name---**please print**

Co-owner's Address

A. It is mutually agreed:

1. The Co-owner has the Association's permission to make such modification(s) as outlined in the attached description.
2. The Association will permit only modifications noted in this agreement description.

B. In consideration for same, the Co-owner(s) agrees:

1. The expense of performing said modifications will be borne entirely by the Co-owner(s).
2. 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).
3. 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.
4. 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.
5. In the event that the Association finds maintenance or upkeep of modifications lacking, and after having been so notified in writing by the Association, required maintenance or upkeep is not timely performed by the Co-owner, such upkeep or maintenance will be performed by the Association or its designee at Co-owner(s) expense. No such expense will be incurred without allowing the Co-owner(s) specified time to perform the maintenance first.
6. Should continued neglect of maintenance or upkeep of the modification occur, the Association may order return of the common ground or property under its control to its original state at the Co-owner(s) expense. However, this action will not be taken, under any circumstances, without written notification to the Co-owner(s) from the Association.
7. 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 assume responsibility for maintenance and upkeep of the approved modification in writing at closing.
8. That in the event that the modification is damaged due to the repair, replacement, or removal of any common element (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.
9. 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.

OAKHURST
MODIFICATION AGREEMENT (CONTD)

Co-owner(s): _____

Address: _____

Work Phone: _____ Home Phone: _____

Email: _____

Description of Proposed Modification:

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

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

Co-owner

Co-owner

Date

Date

Return to: MANAGEMENT COMPANY

OAKHURST
MODIFICATION AGREEMENT (CONTD)

Co-owner(s) acknowledges and undertakes to pay for all landscaping or maintenance services performed to correct any violations whatsoever under this agreement. In the event that the Co-owner(s) fail(s) to promptly pay for such services upon billing by the Association, said expense shall constitute an assessment against the unit, secured by the statutory lien on the Co-owner(s) unit. It is further acknowledged that in the event such an assessment is levied, the Association shall have the right to record a lien on the Co-owner(s) unit with the Register of Deeds for Oakland County, Michigan, and to proceed with all necessary collection including, but not limited to, foreclosure, litigation or other remedies specified in the Bylaws or applicable statute, all at Co-owner expense.

The attached description of modification is made part of this agreement.

Co-owner

Co-owner

Date

Date



To be completed by the Board of Directors, Oakhurst

Approved Not Approved

President

Signature

Date

Board Member

Signature

Date