Condominium Association
Modification Request/Agreement

This agreement made between Ashford Place Condominium Association, a Michigan corporation of Ann Arbor, Michigan, hereinafter called the Association, and _____ Co-owner(s) of the Ashford Place Condominium Association located at _____ in Ann Arbor, Michigan, hereinafter referred to as Homeowner:

1. It is mutually agreed:
    a. That Homeowner has the permission of the Association to make such modifications to the common ground or property of the Association as outlined in the attached description of such modification.
    b. Only those modifications noted in the description will be permitted by the Association under this agreement.

2. In consideration for same, Homeowner agrees:
    a. The expense of performing said modification will be borne entirely by the homeowner.
    b. That complete maintenance or upkeep of said modification is the responsibility of the Homeowner in accordance with the current Rules and Regulations adopted by the Board of Directors.
    c. If additional insurance is necessary the Homeowner will see that proper insurance is in place to cover the approved modifications. Said insurance will be at Homeowner expense.
    d. Homeowner understands that if the modification requires digging into the ground, underground utility lines may be encountered. Homeowner agrees to call MISS DIG and herewith accepts financial responsibility for repair of any damage that may be incurred in connection with the approved modification.

3. The following applies if the Homeowner is responsible for the complete maintenance of the approved modification as determined by the current Rules and Regulations.
    a. In the event that the Association finds maintenance or upkeep of modifications lacking, or after having been so notified in writing by the Association, required maintenance or upkeep will be performed by the Association or its designate at Homeowner expense. No such maintenance will be performed without allowing the Homeowner a specified period of time to perform the maintenance.
    b. That, if continued neglect of maintenance or upkeep of modification occurs, Association may order the return of its common ground or property to its original state, at Homeowner expense. Under no circumstances will the Association take this action without written notification of Homeowner.
    c. That in the event the condominium is sold by the Homeowner, the Homeowner is required to notify the Purchaser of the existence of the approved modification and the

Modification Agreement, and that the Purchaser assumes responsibility for the maintenance and upkeep of the approved modification.

d. That in the event the approved modification is damaged due to the repair, replacement or removal of a common element (telephone lines, electric lines, sewer lines, gas lines, etc.) repair or replacement of said modification will be borne by the Homeowner.

Homeowner 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 Homeowner fails to promptly pay for such services upon the billing rendered by the Association, said expense shall constitute a lien on the Homeowners condominium. It is further acknowledged that in the event such assessment is levied, the Association shall have the right to record a lien on the Homeowner's condominium with the Register of Deeds for Washtenaw County, Michigan and to proceed with necessary litigation including but not limited to foreclosure of said lien.

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

_____ _____

Homeowner Date

_____ _____

Homeowner Date

_____ _____

Address Phone number

Description of proposed modification:

_____

_____

_____

_____

Estimated date of completion of modification: _____

Contractor Name and Contact Information: _____

_____

Diagram of modification: (attach additional pages/drawings if necessary)

Approved	Not Approved		Signature	Date
_____	_____	**Committee chair**	_____	
_____	_____	**Board Member**	_____	
_____	_____	**Board President**	_____	

Or approved on behalf of the Board by the Association Manager

_____ _____ **Community Manager** _____