

Modification Agreement

Agreement between the **Partridge Creek Association** and

Co-Owner's Name—please print

Co-Owner's Address

A. It is mutually agreed:

1. That the Co-Owner has the permission of the Association to make such modification as outlined in the attached description.
2. Only those modifications noted in the description will be permitted by the Association under this agreement.

B. In consideration for same, the Co-Owner agrees:

1. The expense of performing said modifications will be borne entirely by the Co-Owner.
2. The maintenance and upkeep of said modification is the responsibility of the Co-Owner in accordance with the Condominium Documents and current Rules and Regulations adopted by the Board of Directors.
3. In the event that the Association finds maintenance or upkeep of modifications lacking, the Association may perform such maintenance or upkeep at the Co-Owner's expense. No such expense will be incurred by the Co-Owner without allowing the Co-Owner a specified period of time to perform the maintenance first.
4. In the event the 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 that any new Co-Owner assumes responsibility for maintenance and upkeep of the approved modification.
5. In the event that the modification is damaged due to the repair, replacement or removal of a common element (including, but not limited to, foundations, utility lines, pipes or wires, sump pumps), removal, repair and replacement of the modification will be performed by the Co-Owner, or shall be done at the expense of the Co-Owner.
6. This modification must meet all municipal codes. The co-owner is responsible for obtaining any and all permits required prior to beginning the project and, upon completion of the project, obtaining any final inspections that may be required.
7. This modification constitutes an "Improvement" to the existing structure, and the Co-Owner is solely responsible for insuring the modification against all perils. The Association assumes no liability for maintenance, repair, replacement, or insurance of the modification, including damage to the improvement / modification due to the failure of a common element or other item for which the Association is insured.

THE ATTACHED DESCRIPTION OF MODIFICATIONS IS MADE PART OF THIS AGREEMENT.

Co-Owner Signature

Date

Association President

Date

Co-Owner Signature

Date

Association Board Member

Date

Partridge Creek Association

Modification Request for Approval

From: _____

Address: _____

Telephone: Work: _____ Home: _____

Description of Proposed Modification:

Diagram or Plan of Modification (indicate if drawings or other documents are attached):

Anticipated completion date of the project:

If the modification project is not started by _____ a new modification request will have to be submitted to the Board for approval. Once begun, the project is to be completed within the time frame indicated by the co-owner.

I (we) understand that if the modification requires digging into the ground, or accessing any other 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.

Upon completion of the modification, Board inspection is required to assure compliance with the original specifications and code.

Co-Owner Signature

Date

Co-Owner Signature

Date

Return to: Partridge Creek Association
PO Box 971817
Ypsilanti, MI 48197