

**CHAPEL HILL CONDOMINIUM ASSOCIATION  
GROUNDS MODIFICATION APPROVAL REQUEST**

Co-Owner(s) \_\_\_\_\_  
\_\_\_\_\_

Address \_\_\_\_\_

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 grounds, underground utility lines may be encountered. We herewith accept financial responsibility for repair of any damage that may be incurred in connection with the above modification.

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Signature) (Date)

Agreement made between the Chapel Hill Condominium Association, a Michigan Corporation of Ann Arbor, Michigan, hereinafter called the Association, and \_\_\_\_\_, owner(s) of a Chapel Hill Condominium located at \_\_\_\_\_ in the city of Ann Arbor, Michigan, hereinafter called Homeowner(s).

- A. It is mutually agreed
  - 1) That Homeowner(s) has the permission of the Association to make such modification to the common ground or property of Association as outlined in the attached description of such modification.
  - 2) Only those modifications noted in the description will be permitted by the Association under this Agreement.
- B. In consideration for same, Homeowner(s) agree(s)
  - 1) The expense of performing said modifications will be borne entirely by the Homeowner(s).
  - 2) That complete maintenance or upkeep of said modification is the responsibility of \_\_\_\_\_ in accordance with the current Regulations and Procedures adopted by the Board of Directors.
- C. The following apply if the Homeowner(s) is responsible for the complete maintenance or upkeep of said modification as determined by the current Regulations and Procedures.
  - 1) That in the event 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(s) expense. No such maintenance will be performed without allowing Homeowner(s) specified time to perform it himself.
  - 2) That if continued neglect of maintenance or upkeep of modification occurs, Association may order return of its common ground or property to its original state, at Homeowner(s) expense. Under no circumstances will this action be taken without written notification of Homeowner(s) by Association.
  - 3) That in the event Condominium is sold by Homeowner(s), Homeowner(s) is (are) required to notify the Purchaser(s) of the existence of the approved modification and of the Modification Agreement, and that the Purchaser(s) assumes (assume) responsibility for the maintenance of the approved modification.
  - 4) That in the event the modification is damaged due to the repair, replacement, or removal of a common element (sump pump, telephone lines, electric lines, sewer liens, gas lines, etc), repair or replacement of said modification will be borne by homeowner(s).

Homeowner(s) acknowledge(s) and undertake(s) to pay for all landscaping or maintenance services performed to correct violations whatsoever under this agreement. In the event that the homeowner(s) fall(s) to promptly pay for such services upon the billing rendered by the Association, said expenses shall constitute a lien on the homeowner's apartment pursuant to Article II, Section Three of the By-Laws of the Chapel Hill Condominium. It is further acknowledged that in the event such assessment is levied that the Association shall have the right to record a lien on the homeowner's apartment with the Register of Deeds for Washtenaw County, Michigan, and to proceed with all necessary litigation including but not limited to foreclosure of said lien as it is authorized by Section Five of said Article II.

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

\_\_\_\_\_  
(Homeowner's Signature)

Chapel Hill Condominium Association  
Signed

\_\_\_\_\_  
(Homeowner's Signature)

By: \_\_\_\_\_  
(Executive Director)