

CONSENT TO ALTERATION OF COMMON ELEMENTS

This Agreement is made this ____ day of _____, 2021, by and between Chapel Hill Condominium Association ("Association") and _____, the co-owner(s) ("Co-owner") of Unit _____ ("Unit"), Chapel Hill Condominium, _____, _____, MI 48105, according to the Master Deed recorded in Liber 5194, Page 364, Washtenaw County Records, designated as Washtenaw County Condominium Subdivision Replat No. 1 of Washtenaw County Condominium Subdivision Plans No. 3, 4, 5, 6, 7, 8, 9, 20, 28 & 37, Chapel Hill Condominium. Sidwell No. _____.

The Co-owner desires to alter or modify the Unit and/or common elements of the condominium and is required by the terms and conditions of the Master Deed and by the Michigan Condominium Act to obtain the advance written consent of the Association, and the Co-owner has represented to the Directors of the Association that the proposed alteration does not impair the structural integrity of a structure or otherwise lessen the support of any portion of the condominium project and that the proposed alteration does not impair the soundness, safety, utility or appearance of the condominium.

THEREFORE, in consideration of the mutual covenants set forth in this Agreement, and in reliance on the Co-owner's representations recited above, the Association consents to the proposed alterations at Unit ____, Chapel Hill Condominium, as described in the attached Exhibit "A".

The Co-owner agrees to pay all costs and/or expenses of any nature whatsoever resulting from the alterations, including those involved in the maintenance, repair, replacement and insurance of same except and only to the extent that the recorded condominium documents provide that the Association shall have any or all of such responsibilities. Provided, however, that the cost to the Association to replace the altered common elements shall be limited to the cost required to restore the altered common elements to their original condition. Any additional cost to restore the altered common elements over such amount shall be the sole responsibility of the Co-owner. If the Co-owner requests that the altered common element be restored to its pre-alteration condition, the Association shall not be obligated to do so until the Co-owner has paid the Association the full cost of such restoration. In addition, any additional insurance premium cost to the Association attributable to the altered common elements shall be borne solely by the Co-owner.

The Co-owner agrees to and does indemnify and hold the Association harmless from any and all liabilities, costs, expense and/or damages, including court costs and actual reasonable attorney fees incurred by the Association arising out of the actual construction, installation and/or use of the alterations. The alterations shall be maintained, repaired and replaced as necessary by the Co-owner and shall at all times be maintained in keeping with the standards established at the Association, except as otherwise provided by law. In the event the Co-owner with thirty (30) days' written notice of its intention to do so and/or to restore the altered common elements to their original condition. The Association shall promptly review and respond in writing during the thirty-day notice period to any written response it receives from the Co-owner objecting to the Association proceeding to so maintain, repair and/or restore. The Association shall nonetheless have the right to proceed to maintain, repair and/or restore immediately upon giving written notice, in the event emergency circumstances preclude the giving of thirty days' notice. All costs and expenses incurred by the Association from time to time in connection with the Co-owner's responsibility for said maintenance, repair and/or restoration shall be assessed to the Unit and collected by the Association in the same manner as provided in the condominium documents for collection of condominium assessments.

The Co-owner expressly agrees and acknowledges that the Association's grant of consent extends to and includes only those alterations explicitly described in Exhibit "A" attached hereto and that any alterations not explicitly described on Exhibit "A" must be separately approved in writing in advance by the Association's Board of Directors. Co-owner agrees to obtain all necessary permits and to comply with all applicable zoning, building code and other requirements imposed by any governmental agency or entity. Further, the parties agree that the covenants and conditions set forth in this Agreement shall be binding on and inure to the benefit of the parties' successors, assigns, and all parties subsequently claiming any interest in Unit ____, Chapel Hill Condominium.

Co-owner

Co-owner

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by
_____ and _____.

Notary Public

_____ County, Michigan

My commission expires: _____

Acting in _____ County.

CHAPEL HILL CONDOMINIUM ASSOCIATION

BY: _____
 President

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by
_____.

Notary Public

_____ County, Michigan

My commission expires: _____

Acting in _____ County.

PREPRINTED DOCUMENT DRAFTED BY AND
WHEN RECORDED RETURN TO:

EDWARD J. ZELMANSKI (P30530)
ZELMANSKI, DANNER & FIORITTO, PLLC
44670 ANN ARBOR RD., STE. 170
PLYMOUTH, MI 48170
(734) 459-0062

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

Co-Owner(s): _____, _____

Address: _____ Unit Number: _____

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.

I (we) accept financial responsibility for repair of any damage that may be incurred in connection with the above modification.

(Signature)

(Date)

(Signature)

(Date)