

RIVER PINES OF FARMINGTON CONDOMINIUM ASSOCIATION

CONSENT TO ALTERATION OF COMMON ELEMENTS

This Agreement is made this ____ day of _____, 20__, by and between River Pines of Farmington Condominium Association (hereinafter "Association") and _____ co-owner(s) of Unit _____, River Pines of Farmington Condominium, (hereinafter "co-owner") of _____ (address) _____, according to the Master Deed thereof recorded in Liber 10096, Page 644-707 et seq., as amended, Oakland County Records, designated as Oakland County Condominium Subdivision Plan No. 508, River Pines of Farmington Condominium.

WHEREAS, the co-owner desires to alter or modify his/her/their unit and/or common elements of the condominium and is required by the terms and conditions of the said 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;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and in reliance on the co-owner's representations recited hereinabove, The River Pines Condominium Association does hereby consent to the alterations at Unit _____, The River Pines of Farmington Condominium, as described on Exhibit "A" attached hereto.

Co-owner hereby agrees to pay all costs and/or expenses of any nature whatsoever resulting from the said 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 any 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.

Co-owner agrees to and hereby 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 said alterations.

The altered common elements 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 co-owner fails to do so, the Association shall provide 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 forthwith 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 co-owner's 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.

In the event that the alteration involves the placement of any structure or improvement on the general common elements, the co-owners of the said Unit shall have exclusive use thereof. Further, the parties agree that the covenants and conditions set forth herein shall be binding on and inure to the benefit of the parties' successors, assigns, and all parties subsequently claiming any interest in Unit _____, River Pines of Farmington Condominium.

Co-owner:

Co-owner:

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by
_____.

Notary Public
_____ County, Michigan
My commission expires: _____
Acting in _____ County.

RIVER PINES OF FARMINGTON HILLS
CONDOMINIUM ASSOCIATION

By: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by
_____.

Notary Public
_____ County, Michigan
My commission expires: _____
Acting in _____ County.

PREPRINTED PORTIONS OF THIS DOCUMENT
DRAFTED BY AND WHEN RECORDED RETURN
TO:

D. DOUGLAS ALEXANDER, ESQ.
ALEXANDER & ZELMANSKI, PLLC
44670 ANN ARBOR RD., STE. 170
PLYMOUTH, MI 48170