

**PROCEDURE FOR MODIFICATIONS
CADILLAC NORTH SHORE CONDOMINIUM ASSOCIATION**

The following procedure has been adopted by the Board of Directors of the Cadillac North Shore Condominium Association in support of Article VI section 3 of the Bylaws

1. All owners who desire to modify any portion of their Units (excluding those affecting only the interior of the dwelling) or the common areas must submit an application to the Board of Directors and obtain the written consent of the Board of Directors prior to beginning any work of improvement.
2. All modifications of the common areas, of whatever type, and all modifications of the Unit other than those involving only the interior of the dwelling, that affect or are visible from the common areas are subject to these application requirements. This includes, but is not limited to: modifications or alterations to walls, floors, ceilings, fences, walls, plumbing, electrical, windows, doors, exterior lighting fixtures, exterior painting, modifications for the handicapped, landscaping, grading or other improvement of every kind and type unless specifically excluded from the Association's governing documents.
3. Applications for modifications must be submitted on the Association's official form and must be completely filled out, including, but not limited to, all neighbor notifications, required deposits, if applicable, and a full description of the proposed improvements including, as appropriate, model numbers, materials to be used, colors, full plans and specifications, location, setbacks, proposed start and finish dates or maximum time requested between start and completion, etc.
4. Certain fees may be required for purposes of hiring a review consultant and/or offsetting other expenses of the review. The Board of Directors shall set the amount of the fee if one is determined to be required.
5. Once a completed application is received, the Board of Directors will review the application and provide the owner with its approval or disapproval after the next regularly scheduled meeting of the board of Directors. The Board of Directors will provide its decision in writing. No director, committee member or management representative has the authority to verbally authorize any work of improvement. Applications which are incomplete will be returned to the owner who must complete any missing information and resubmit the application before the review period begins.
6. If a proposed modification is rejected, the Board of Directors will advise the owner of the reason for the disapproval and the process for appealing the disapproval.
7. A notice of appeal of disapproval must be submitted by the owner in writing and must be received by the Board of Directors or management company within thirty (30) days of the owner's receipt of the written disapproval.
8. All approvals of requests for modifications, whether or not so stated in the notice of approval,

shall be conditioned upon the approval of the Association membership, if required, the owner obtaining any necessary building permits, installing the work in accordance with all applicable building codes and owner signing Unit Modification Agreement.

9. The co-owner and Board President will sign and execute the Unit Modification Agreement and the Indemnification and Hold Harmless Agreement prior to commencement of the modification work.

10. The unit owner will notify the BOD when all work is complete. The board or its representative will inspect the part of the project that impacts the commonly held property. Thirty days shall be allowed to complete this inspection.

This Procedure for Modifications was approved by the Board of Directors at its meeting held on the _____ day of _____, 20__.

_____ Secretary

UNIT MODIFICATION AGREEMENT

Agreement made between Cadillac North Shore Condominium Association, a Michigan non-profit Corporation of 201 North Shore Dr Cadillac MI 49601, hereinafter called the Association, and _____, owner(s) of Unit _____

It is mutually agreed as follows:

- 1) That co-owner has the permission of the Association to make such modifications to the common ground or property of Association as are outlined in the attached description of such modifications.
- 2) Only those modifications noted in the description will be permitted by the Association under this agreement.
- 3) All modification/alterations must be done by a licensed professional contractor and permits pulled where necessary.
- 4) The expense of performing said modifications will be borne entirely by the co-owner.
- 5) That complete maintenance or upkeep of said modification is the responsibility of the Association in accordance with the current Bylaws of the Association.
- 6) That in the event the modifications are damaged due to the repair, replacement or removal of a common element (sump pump, telephone lines, electric lines, sewer lines, gas lines, etc.), repair or replacement of said modifications will be borne by co-owner.
- 7) That in the event that any damage is done to the limited or general common elements as a result of the installation of the modifications, co-owner and his successors and assigns shall be deemed responsible for any and all of said damage and shall pay the cost of repair thereof.
- 8) Co-owner agrees to permit the Board of Directors to make a building inspection of the modifications if they constitute a structural alteration or can affect building safety and to pay any costs that may be required for purposes of hiring a review consultant and/or offsetting other expenses of the inspection.
- 9) Co-owner acknowledges and undertakes to pay for all landscaping or maintenance services performed to correct violations whatsoever under this Agreement.

By: _____ Date: _____
Board President

_____ Date: _____
Homeowner

**CADILLAC NORTH SHORE CONDOMINIUM ASSOCIATION
INDEMNIFICATION and HOLD HARMLESS AGREEMENT**

This INDEMNIFICATION and HOLD HARMLESS AGREEMENT (the Agreement") made and entered into this _____ day of _____, by and between Cadillac North Shore Condominium Association, the "Association") with an office at 201 North Shore Dr., Cadillac MI 49601, and _____ Owner(s) name(s) & street number, _____(the "Owner(s)").

WHEREAS, Owners are the owners of a certain condominium unit within Cadillac North Shore Condominium Association, Inc. (the "Condominium") and WHEREAS, the Owners are desirous of making the following modifications:

WHEREAS, the Owners have requested approval from the Association for the modification; and WHEREAS, the Association, through its Board of Directors (the "Board"), on (date) _____ voted to approve the modification on the condition that the Owners enter into this Agreement, NOW THEREFORE, in consideration of the mutual understanding contained herein, the parties hereto agree as follows:

1. The Board, acting on behalf of the Association, authorizes the Owners to make the modification subject to the terms and conditions specified herein (attach a copy of the original, approved application).
2. Owners agree to perform, or cause to be performed, all work in connection with the modification in a good, workmanlike and professional manner as per published guidelines.
3. Owners agree that ALL costs, including, but not limited to, labor, materials, restoration of job-site, etc. associated with said modification are to be borne solely by the Owners.
4. Owners shall be solely responsible for constructing the modification. Maintenance of the modification shall be in accordance with guidelines specified and approved by the Board of Directors of the Association, including but not limited to:
 - Follows scheduled maintenance of similar structures within the Association.
 - Performed only by Association-approved vendors.
5. Owners shall be solely responsible for obtaining any and all necessary permits and approvals from the City of Cadillac, and any other applicable authorities, including but not limited to, a building permit, in connection with the modification.
6. Owners shall be responsible for any damage or injury to the common elements or limited common elements of the Condominium proximately caused by the installation, maintenance, use, repair, or replacement of the modification, including, but not limited to, any manufacturer's defects or any defects in workmanship in the installation of the modification. In the event of any said damage, owners, at their sole cost and expense, after promptly notifying the Association, shall repair, replace, and restore or cause to be repaired, replaced, or restored, the common elements and limited common elements to

the same condition as existed prior to said damage or injury.

7. Owners (including their successors and assigns) agree to indemnify and hold the Association harmless from and against all claims, loss, liability and/or damage, including, but not limited to, reasonable attorney's fees, arising from, or in any way connected with, the installation, maintenance, repair or use of the modification.

8. This Agreement shall inure to the benefit of, and constitute a binding obligation upon, the undersigned parties, their respective successors and assigns and shall be deemed a covenant running with the land.

OWNER(S) _____

Cadillac North Shore Condominium Association

President

Witness

Witness