

# BARDEN WOODS CONDOMINIUM

## Modification Agreement

Agreement between the **BARDEN WOODS CONDOMINIUM ASSOCIATION** and

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Co-Owner's Name *(please print)*

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Co-Owner's Address & Unit Number

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. All work shall be performed in accordance with prevailing City codes. All construction debris must be hauled off site daily and the Association's dumpsters may not be used for disposal of any construction debris.
2. The expense of performing said modification will be borne entirely by the Co-Owner.
3. 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.
4. 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.
5. 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.
6. 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 reformed by the Co-Owner.
7. 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.
8. 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.
9. Other: \_\_\_\_\_

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

SIGNATURES:

ACCEPTANCE:

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Co-Owner's Signature

Date

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Association Director / Officer

Date

SIGNATURES:

ACCEPTANCE:

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Co-Owner's Signature

Date

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Association Director / Officer

Date