

**FAIRWAYS OF WHISPERING PINES  
MODIFICATION AGREEMENT**

Co-owner (Applicant): \_\_\_\_\_

Property Address: \_\_\_\_\_ Zip: \_\_\_\_\_

Contractor/Company Information:

Contractor Name: \_\_\_\_\_

Contractor Phone: \_\_\_\_\_ Contractor Email: \_\_\_\_\_

Project Start Date: \_\_\_\_\_ Project End Date: \_\_\_\_\_

Modification or Addition Requesting (Circle One):

Air Conditioner/Move  
Invisible Fence  
Paint  
Walkway/Driveway  
Exterior Lighting

Windows  
RadonRemediation  
Door/Storm Door  
Landscaping  
Patio/Arbor/Deck

Hand Railings  
Awnings  
Pool/Spa  
Satellite Dish  
Other: \_\_\_\_\_

- See Architectural Policies, Rules and Regulations, Generator, Satellite Dish, and Antenna Requirement (Sentrymgt.com website>Entry User ID/Password>Sentry Information Center>Cabinet-Association Records>Drawer-Community Information>Folder-Architectural Standards & Guidelines>Search/Open>ACC Regulations Document)  
\*\*NO vendor advertisement signs are permitted.

Reason/description of the request (include dimensions, colors and pictures, if possible):

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# FAIRWAYS OF WHISPERING PINES CONDOMINIUM MODIFICATION AGREEMENT

Agreement between the Fairways of Whispering Pines Condominium Association, a Michigan corporation of Township of Hamburg, Michigan, hereinafter called the Association, and

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Co-owner's Name---**please print**

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Co-owner's Address

A. It is mutually agreed:

1. The Co-owner has the Association's permission to make such modification(s) to the common ground or property under control of the Association as outlined in the attached description.
2. The Association will permit only modifications noted in this agreement description.

B. In consideration for same, the Co-owner(s) agrees:

1. The expense of performing said modifications will be borne entirely by the Co-owner(s).
2. The responsibility and expense of ensuring all necessary permits are pulled and building codes are met will be borne entirely by the Co-owner(s).
3. The maintenance and upkeep of said modification is the responsibility of the Co-owner in accordance with the Condominium documents and current Regulations and Procedures adopted by the Board of Directors.
4. If additional insurance is necessary, the Co-owner(s) will see that proper insurance is in place to cover the above modification. Said insurance will be at the Co-owner(s) expense.
5. In the event that the Association finds maintenance or upkeep of modifications lacking, and after having been so notified in writing by the Association, required maintenance or upkeep is not timely performed by the Co-owner, such upkeep or maintenance will be performed by the Association or it's designee at Co-owner(s) expense. No such expense will be incurred without allowing the Co-owner(s) specified time to perform the maintenance first.
6. Should continued neglect of maintenance or upkeep of the modification occur, the Association may order return of the common ground or property under its control to its original state at the Co-owner(s) expense. However, this action will not be taken, under any circumstances, without written notification to the Co-owner(s) from the Association.
7. That in the event the condominium 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 have any new Co-owner assumes responsibility for maintenance and upkeep of the approved modification in writing at closing.
8. That in the event that the modification is damaged due to the repair, replacement, or removal of any common element (including, but not limited to, foundations, utility lines, pipes or wires, sump pumps, roofs, gas lines, etc.) or the maintenance thereof by the Association, removal, repair, and/or replacement of the modification will be performed by the Co-owner, or shall be done at the expense of the Co-owner.
9. The Co-owner hereby agrees to fully indemnify and hold harmless the Association, including its members, directors, officers, managers, agents, successors and assigns, from any liability, damages, claims, actions, judgments or responsibility whatsoever, now or in the future, known or unknown, foreseeable or unforeseeable, by any party whatsoever, for any actions, conduct or decisions in any way related to the modification and the permission given by this Agreement. This indemnification includes any and all costs or expenses incurred by the Association including, without limitation, attorneys' fees, defense costs, and other expenses.

# FAIRWAYS OF WHISPERING PINES CONDOMINIUM

## MODIFICATION AGREEMENT (CONTD)

Co-owner(s): \_\_\_\_\_

Address: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Email: \_\_\_\_\_

### **Description of Proposed Modification:**

### **Diagram or Plan of Modification (attach additional pages if necessary):**

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I (we) understand that if the modification requires digging into the ground, or accessing any common element, that utility lines or other common elements may be encountered. We hereby accept financial responsibility for repair of any damages that may be incurred in connection with the proposed modification.

\_\_\_\_\_  
Co-owner

\_\_\_\_\_  
Co-owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\*\*\*\*\*

**Return to:** FAIRWAYS OF WHISPERING PINES  
c/o Sentry Management  
PO Box 2148  
Howell, Michigan 48844

**Email:** southeastmichigan@sentrymgt.com  
**Fax:** 517-552-4476

# FAIRWAYS OF WHISPERING PINES CONDOMINIUM

## MODIFICATION AGREEMENT (CONTD)

Co-owner(s) acknowledges and undertakes to pay for all landscaping or maintenance services performed to correct any violations whatsoever under this agreement. In the event that the Co-owner(s) fail(s) to promptly pay for such services upon billing by the Association, said expense shall constitute a assessment against the unit, secured by the statutory lien on the Co-owner(s) unit. It is further acknowledged that in the event such an assessment is levied, the Association shall have the right to record a lien on the Co-owner(s) unit with the Register of Deeds for Livingston County, Michigan, and to proceed with all necessary collection including, but not limited to, foreclosure, litigation or other remedies specified in the Bylaws or applicable statute, all at Co-owner expense.

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

\_\_\_\_\_  
Co-owner

\_\_\_\_\_  
Co-owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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To be completed by the Board of Directors, Fairways of Whispering Pines Condominium

Approved

Not Approved

\_\_\_\_\_  
President

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date