

INKSTER STRATFORD PLACE CONDOMINIUM ASSOCIATION ALTERATIONS AND MODIFICATIONS POLICY

In order to keep the aesthetic appearance of the Inkster Stratford Place Condominium Association in good and slightly condition, the following policy has been adopted by the Board of Directors of the Association.

General

1. The Board may appoint representatives to a Committee to enforce policies and review applications for alterations and modifications.
2. Modifications and Alterations will be considered only if submitted in writing on the Alteration/Modification Form.
3. Any construction so approved shall be in accordance with all applicable municipal code and shall be subject to applicable permits and final inspections.
4. Once approved, modifications/alterations made by a Co-owner and/or contractor shall be done without expense or liability to the Association. Co-owners shall be responsible for damage incurred to any General or Limited Common Elements of the Association including but not limited to:
 - a. Damage to sod, landscaping, final building grades, fences, irrigation system and utilities.
 - b. Damage to neighboring units, both interior and exterior;
 - c. Injury to themselves, members of the public and workmen;
 - d. Damage to their unit or neighboring units caused during or after construction as a result of improper construction or a change in drainage;
 - e. Removal and/or relocation of any existing structures, landscaping, etc., in connection with said installations as required to allow access to the Association, municipality, or utility companies for the purpose of carrying on necessary repairs or maintenance;
 - f. Removal of construction debris/trash shall be within two days of completion of the alteration or modification.
5. Once started alterations/modifications shall be completed in a timely manner, without delay.
6. The property management company shall act as receiving agent for all problems, concerns, applications, correspondence and refunds or deposit in connection with such alteration/modification.
7. The Association reserves the right to periodically inspect all such alterations/modifications for adequate maintenance and if in the Association's opinion adequate maintenance has not been performed, it shall request the same of the Co-owner. Should the Co-owner fail to comply, the Association reserves the right to arrange for needed maintenance and charge the Co-owner for such maintenance plus a 10% service charge for arrangements.
8. Approved alterations or modifications shall be constructed only within the confines of the unit and its limited common elements.
9. Approved alterations or modifications shall not impair the view, privacy and/or enjoyment of neighboring units.
10. The installation of approved alterations or modifications shall not prevent the Association from



performing normal maintenance and repair work.

11. Approved alterations or modifications shall be in conformance with the architectural standards of the Association.
12. If, within 6 months of approval, construction does not commence for which approval has been given, the approval for alterations/modifications shall be deemed withdrawn and the Co-owner must re-submit a new request for alterations/modifications.

Details

1. Any alteration or modification to the exterior of the unit shall not be made without the prior written consent of the Board of Directors. Such approval shall be awarded on a case-by-case basis by the Board of Directors. The Board of Directors has the absolute right to deny a request for an alteration or modification.
2. In order to obtain approval for an alteration or modification, the Co-owner desiring to make an alteration or modification shall submit an Alteration/Modification Request to the Management Company for consideration by the Board of Directors, together with the applicable Alteration/Modification Fee, specifying the exact nature of the alteration or modification and the method of such work.
3. Any work regarding an alteration or modification may not commence until written approval is obtained from the Board of Directors. In addition, the Co-owner shall provide to the Association a Certificate of Insurance from the party performing any work regarding an alteration or modification, prior to the commencement of any work, with the Association listed as an additional insured on such Certificate of Insurance.
4. Any damage to or required repair of the common or limited elements of the Association as a result of the work done in connection with an alteration or modification shall be the responsibility of the Co-owner requesting such alteration or modification. The Co-owner shall be responsible for restoring the general or limited common elements to its original condition. In the event that the Co-owner fails to do so, the Board may assess this cost back to the Co-owner.
5. The Board of Directors, or its agent, reserved the right to inspect the installation and maintenance of the alteration or modification.
6. In the event that a tenant or tenants of the Co-owner desires an alteration or modification to the exterior of the unit, approval from the Board of Directors regarding the alteration or modification shall be obtained by the Co-owner of the unit on behalf of such tenant(s). If approval of such alteration or modification is obtained, the tenant(s) shall comply with all rules set forth in this policy.
7. Upon transference of the ownership or occupancy of the unit, the Co-owner shall advise the successor in title or possession of the existence of these rules and the obligations set forth herein. All obligations herein shall pass to the successor in title or possession. If the successor in title or possession is unwilling to comply with these rules and assume the obligations set forth herein, approval for the alteration or modification may be revoked by the Board of Directors, resulting in the removal of the alteration or modification and restoration of the property to its original condition by the successor in title or possession.
8. The Co-owner requesting the alteration or modification agrees to indemnify and hold harmless the Association, its Board of Directors, officers, agents and Co-owners from and against any and all expenses, claims, controversies, losses, liabilities, judgments or causes of action resulting from the installation, maintenance, use or removal of the alteration or modification, including the payment of any and all costs of litigation, arbitration and attorneys' fees resulting there from and/or incurred by the Co-owner. The Co-owner further agrees to be responsible for any and all damage to the property (the common or limited common elements of the Association) or the property of another Co-owner of the Association or for any bodily injury or death to any individual as a result of the installation, maintenance, use or removal of the



alteration or modification.

9. The location, use and approval of the alteration or modification, and the rules governing the same, shall be subject to change as amended by the Board of Directors. There shall be no vested rights in the entitlement to an alteration or modification created by any approval by the Board of Directors; all approvals are simply a license granted on a temporary, conditional basis.
10. All alterations and modifications shall be done in strict compliance with these rules. Any deviation from these rules without the prior written consent of the Board of Directors may result in the removal of the alteration or modification pursuant to notice issued by the Association. All costs of removal and restoration of the general or limited common elements of the Association shall be borne by the Co-owner. The Association reserves the right to levy a continuing daily fine for each and every day an unauthorized or non-compliant alteration or modification shall remain on the property after the Co-owner has been notified to repair or remove it or advised to re-install the alteration or modification in conformance with these rules. The Board of Directors shall set the applicable fine.



**INKSTER STRATFORD PLACE CONDOMINIUM ASSOCIATION
ALTERATIONS/MODIFICATIONS REQUEST**

Date: _____

Please Print Your Name and Address: _____

Home Phone: _____

Business Phone: _____

REQUESTED MODIFICATIONS

- Exterior Appearance

- Structural Parts of Unit

- Other _____

- Common Elements/Limited Common Elements

EXPLANATION OF MODIFICATIONS

Please note that you **MUST** submit a drawing for any modifications which requires same, such as decks, landscaping modifications, etc. The drawing should be on a site plan and scale should be 1/2" = (1) foot. Please list sizes and materials to be used.

This work will be performed by: _____

List address and phone if outside contractor is to be used: _____



PLEASE READ THE FOLLOWING CAREFULLY BEFORE SIGNING:

1. Actual construction will be performed by a licensed builder/contractor who is insured. All applicable codes and regulations will be followed and all necessary permits will be obtained at my/our expense. I will provide a Certificate of Insurance from the Builder/Contractor to the Association, prior to the commencement of any work, with the Association listed as an additional insured on such Certificate of Insurance.
2. I/we have read all applicable sections of the Governing Documents and I/we understand same.
3. All maintenance of this Alteration/Modification will be performed at my/our expense.
4. I/we understand that, should any legal, regulatory agency require, at *any* time in the future, modifications to this variance, they will be done at my/our expense.
5. This alteration/variance/modification is subject to all the requirements of the Governing Documents, occupancy agreements and other applicable regulations at the Community Association's discretion.
6. I/we understand that it is my/our responsibility to advise future assigns and/or owners of the unit of this modification and of their responsibility for same.
7. All of the above information is truthful and accurate.

NO WORK SHALL COMMENCE UNTIL WRITTEN APPROVAL IS RECEIVED

Date _____

Signature of Owner _____

Date _____

Signature of Owner _____

When complete and accurate information is received, requests will be completed at the earliest opportunity. Please note that response time depends upon the availability of the Association's Board of Directors, but at no time will take more than thirty days.

Alteration/Modification Fee \$25.00

Approved by _____

Date _____

