

**PIETY HILL PLACE ASSOCIATION  
MODIFICATION AGREEMENT**

This Modification Agreement (“Agreement”) dated this \_\_\_\_ day of \_\_\_\_\_, 201\_, is by and between Piety Hill Place Association (the "Association"), and \_\_\_\_\_ (“Co-owner”), with an address of \_\_\_\_\_.

A. The Co-owner is the owner of record of Unit \_\_\_\_ (the "Unit"), which Unit is located in Piety Hill Place, a condominium project established upon land located in Oakland County, Michigan, pursuant to the Master Deed recorded in Liber 2961, Pages 176 et seq., Oakland County Records, and known as Oakland County Condominium Subdivision Plan No. 227 (the “Condominium”).

B. The Co-owner has requested permission from the Board of Directors to install hard surface flooring within the Unit pursuant to a MARI/PN Form (the “Alteration”), upon the representation that said hard surface flooring shall not impair sound conditioning, and has submitted all detailed plans and engineering tests as required by the Condominium Documents and MARI/PN Form (the “Plans and Specifications”).

C. Based upon information submitted by the Co-owner, the Board has reasonably determined that the Alteration does not impair sound conditioning, and therefore desires to grant permission to the Co-owner for installation and maintenance of the Alteration, but only upon the conditions set forth in this Agreement.

In consideration of the mutual covenants and promises contained in this Agreement, the Board of Directors grants approval for the installation of the Alteration, but only upon the following conditions, restrictions and agreements:

1. The Board of Directors' approval is conditioned upon the Co-owner's strict compliance with the Plans and Specifications. No modification or variance to the approved Plans and Specifications shall occur without the express written approval of the Board of Directors.

2. The Co-owner shall be solely responsible for, and shall fully indemnify and hold the Association harmless from and against, any and all maintenance, repair and replacement of the Alteration, damages or costs resulting from the Alteration and the costs of any repair, replacement or maintenance of any other Common Elements necessitated or caused by the Alteration, for so long as the Alteration is in existence. It is understood that such responsibility shall include, but not be limited to, responsibility for personal injury caused by or during installation of the Alteration, or any damages to the Unit, any other unit or Common Elements by way of settlement, failure of support, or otherwise resulting from the Alteration. Should the Association need to access any Common Elements which necessitates the removal of all, or part, of the Alteration, the Co-owner shall remove and replace that portion of the Alteration required by the Board of Directors at the Co-owner's sole expense.

3. The Co-owner completely and fully indemnifies, and agrees defend and hold harmless the Association, including its members, directors, officers, managers, agents, attorneys, insurers, successors and assigns, from and against 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 Alteration or the permission given by this Agreement. This indemnification shall include any and all costs or expenses incurred by the Association including, without limitation, attorneys' fees, defense costs, and other expenses.

4. Except for reoccurring routine maintenance of the Alteration, the Co-owner shall not repair, replace or renovate the Alteration without first seeking approval from the Association in accordance with the Condominium Documents.

5. The terms of this Agreement shall run with and bind the Unit, and the rights and responsibilities under this Agreement shall pass to the respective party's successors, assigns, heirs, legal representatives and all those who may subsequently acquire an interest in the Unit. It is expressly understood that the permission and approval granted herein shall extend only to the Alteration. All costs and attorney fees incurred by the Association arising out of a breach of this Agreement shall be assessed to and collected from the Co-owner of the Unit at the time said costs and attorney fees are incurred in the manner provided under Article II of the Association's Bylaws.

6. This document may be recorded with the Oakland County Register of Deeds to give all interested parties constructive notice of its terms, and the Co-owner shall be responsible for the costs of recording.

[Signatures on Following Page]

The parties have executed this Agreement of their own free will, after consultation with legal advisors of their choice, with knowledge of its contents, on the day and year appearing above.

**CO-OWNER**

\_\_\_\_\_  
[sign]

\_\_\_\_\_  
[print name]

**ASSOCIATION**

Piety Hill Place Association, a Michigan Nonprofit Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: President

STATE OF MICHIGAN )  
 ) ss:

COUNTY OF OAKLAND )

On \_\_\_\_\_, 201\_, before me personally appeared \_\_\_\_\_, an individual, known to me to be the person who executed the above Agreement.

\_\_\_\_\_  
, Notary Public  
\_\_\_\_\_ County, Michigan  
Acting in \_\_\_\_\_ County, Michigan  
My Commission Expires:

STATE OF MICHIGAN )  
 ) ss:

COUNTY OF OAKLAND )

On \_\_\_\_\_, 201\_ before me personally appeared \_\_\_\_\_, the President of Piety Hill Place Association, a Michigan Nonprofit Corporation, who executed the above Agreement on behalf of the Corporation.

Document drafted by  
and when recorded return to:

Jeffrey L. Vollmer, Esq.  
Makower Abbate Guerra  
Wegner Vollmer PLLC  
23201 Jefferson Ave.  
St. Clair Shores, MI 48080

10300-101

\_\_\_\_\_  
, Notary Public  
\_\_\_\_\_ County, Michigan  
Acting in \_\_\_\_\_ County, Michigan  
My Commission Expires: