

Sample Special Improvements Agreement

Port of Old Mission Condominiums Phase III Association ("Association") and Mr. & Mrs. Fred Jones of Grand Traverse County ("Owners") enter into this Special Improvements Agreement ("Agreement") on this 12th day of February 2006.

WHEREAS, the Association administers the common elements of the condominium project commonly known as Port of Old Mission Condominiums No. III located in Peninsula Township, Grand Traverse County, Michigan; and

WHEREAS, Owners own certain real property located within the Project, legally described as follows:

Unit No. 99, Port of Old Mission Condominiums No. III, a condominium established pursuant to a Master Deed dated April 13, 1999, recorded in Liber 1317, pages 82-163, Grand Traverse County Records, as well as all amendments thereto ("Property"); and

WHEREAS, Owners desire to install the following improvements:

Install landscaping adjacent to unit 99 ("Improvements").

WHEREAS, the installation of Improvements may result in damage to certain common elements and/or units of the Project; and

WHEREAS, the Association is willing to permit the installation of the Improvements in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, Association and Owners agree as follows:

1. Installation of improvements. The Association hereby permits Owners to install the Improvements, which Improvements shall be installed in accordance with the plans and specifications previously submitted to Association.
2. Restoration of Project. Owners shall immediately repair and/or replace any common element or Unit of the Project that is damaged or destroyed as a result of the installation, repair, replacement, maintenance and/or existence of the Improvements.
3. Repair of Improvements. Owners shall be responsible for the repair, replacement, and on going maintenance of the Improvements, as well as any repair, replacement and maintenance of the common elements and units resulting from the installation, repair,

replacement, maintenance and existence of the Improvements. Owners shall be responsible for placing and maintaining both casualty and liability insurance coverage with respect to the Improvements, and shall provide written evidence of such coverage to the Association. In the event that Owners are unable to acquire such insurance coverage, the Owners shall provide evidence of their best efforts to acquire the coverage; as an example, a letter from the Owner's agent indicating that such coverage is unavailable would be sufficient to show the Owner has made a best effort to comply with the provisions of this paragraph.

4. Reimbursement of Association. Owners shall, within ten (10) days of being so requested, reimburse the Association for any additional costs incurred by the Association as a result of the installation, repair, replacement, maintenance and/or existence of the Improvements. All amounts due hereunder shall be deemed assessments for purposes of collection of same, and the Association shall have the same rights and remedies as those available to it to collect unpaid assessments (including but not limited to those set forth in Article V of the Master Deed).

5. Termination of this Agreement, in the event Owners are determined to be in default under this Agreement, Association shall have the right to terminate this Agreement, in which Owners, at Owners' expense, shall remove the Improvements and shall restore the Project and Property to the same condition as they were in immediately prior to the execution of this Agreement. For purposes of this paragraph, Owners Irrevocably appoint Association as the Owners' attorney-in-fact to execute any documents necessary to effect the termination of this Agreement.

6. Assigns. This Agreement runs with the Condominium Unit and the terms and provisions of this Agreement are binding on and shall inure to the benefit of the parties and their respective heirs, representatives, successors, and permitted assigns.

7. Governing Law. This Agreement shall be governed by and enforced in accordance with the laws of the State of Michigan, without regard to its conflict of law principles.

