

DISCIPLES RIDGE HOMEOWNERS ASSOCIATION
AGREEMENT

By and between
DISCIPLES RIDGE HOMEOWNERS ASSOCIATION (henceforth known as the
"ASSOCIATION")

And

_____ owner(s) of Unit # _____ at
_____, Boyne Falls MI (henceforth known as the
"OWNER")

_____ Date _____

Whereas OWNER has submitted the required plans and written application to the ASSOCIATION for review of the installation identified in Section 1 below and has requested approval by the ASSOCIATION for such installation, and

Whereas the ASSOCIATION has reviewed the plans and application and wishes to grant such approval,

It is hereby agreed:

1) DESCRIPTION

The description of the installation is as follows:

2) RESPONSIBILITY FOR INSTALLATION COSTS

OWNER understands and agrees that all costs associated with the initial installation, during and post construction clean-up and future maintenance of this installation shall be the responsibility of OWNER.

3) RESPONSIBILITY FOR FEES/TAXES/ASSESSMENTS

OWNER understands and agrees that all fees, taxes and/or other assessments or costs levied both now and in the future due to this installation shall be the responsibility of OWNER.

4) RESPONSIBILITY FOR CHANGES

OWNER understands and agrees that all costs for changes required to be made to the exterior of OWNERs unit or to the Common Elements due to this installation shall be the sole responsibility of OWNER. Further, OWNER agrees that all such changes shall be submitted to

the ASSOCIATION in plan detail for the ASSOCIATION's approval prior to any construction.

- 5) **RESPONSIBILITY FOR DAMAGE AND REPAIR**
OWNER understands and agrees that the cost of repair of any and all damage to the building, foundation and common elements caused by this installation at any time during or after installation shall be the responsibility of OWNER. Such repairs shall be completed within 30 days of the date of the damage.
- 6) **DEFAULT**
OWNER understands and agrees that should the ASSOCIATION determine in its sole discretion that OWNER has defaulted in compliance with any of these provisions or any provisions in other Association Documents which may directly or indirectly apply to this installation, the ASSOCIATION may elect to rescind this approval and require the immediate removal of the installation. The Association may also, but is not required to, cure the default and require OWNER to reimburse the Association for 115% of the total cost for such cure. Any unpaid reimbursement shall be applied to OWNERs Disciples Ridge Association account after 30 days and shall be treated as any other past due balance.
- 7) **MODIFICATION**
No modification or waiver of any of the terms of this Agreement shall be allowed unless by written agreement signed by both parties. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default whether or not of the same or similar nature.
- 8) **BINDING EFFECT**
Except as otherwise provided in this Agreement, all of the covenants, conditions and provisions of this Agreement shall be binding upon the parties hereto and their respective heirs, personal representatives, executors, administrators, successors, and assigns.
- 9) **HEADINGS**
Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement
- 10) **BREACH OF AGREEMENT**
The parties acknowledge that no breach of any provision of this Agreement shall be deemed waived unless evidenced in writing. A

waiver of any one breach shall not be deemed a waiver of any other breach of the same or any other provision of this Agreement.

11) AMENDMENTS

This Agreement may only be modified or amended by written agreement signed by both parties.

12) GOVERNING LAW

This Agreement is governed by the laws of the State of Michigan.

13) APPROVAL

Contingent on compliance with all provisions in this Agreement and all provisions in other Association Documents which apply to this installation, the Disciples Ridge Homeowner’s Association hereby approves the installation referred to in Section 1 and grants Owner approval to begin such installation. This installation shall be completed and the installation site cleaned up no later than (date)_____.

The parties hereby indicate by their signatures below that they have read and agree with and shall be bound by the terms and conditions of this Agreement in its entirety.

Signed and Agreed to on the date first set forth above:

Witness:

Disciples Ridge Association

Kurt Koseck, President

Witness:

Owner

Witness:

Owner
