

LAKE COLUMBIA PROPERTY OWNERS ASSOCIATION
DREDGING AGREEMENT

This Modification and Alteration Agreement ("Agreement") dated this ____ day of _____, 20__, is by and between Lake Columbia Property Owners Association (the "Association"), and _____, ("Owner"), with an address of _____.

A. The Owner is the owner of record of Lot ____ (the "Lot"), which Lot is located in _____ Shores, a Subdivision located in Jackson County, Michigan (the "Subdivision").

B. The Owner has requested permission from the Board of Directors to dredge the bottom lands of Lake Columbia adjacent to the Lot in the following manner and in accordance with all conditions of a validly issued EGLE permit (the "Alteration"):

C. Based upon information submitted by the Owner, the Board has determined that the Alteration does not impair the soundness, safety, utility or appearance of the Subdivision, and therefore desires to grant permission to the Owner for installation and maintenance of the Alteration, but only upon the conditions set forth in this Agreement.

D. This Agreement, when executed by the Association, shall constitute written authorization by the Association for Owner to seek an EGLE permit for the work described in paragraph B. This Agreement on its own does not authorize an Owner to make any alteration to the Subdivision. Owner must obtain an EGLE permit before proceeding with the Alteration.

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

1. If applicable, the Owner shall supply the Board of Directors with detailed plans, including all required engineering structural calculations if required, indicating any destruction, change to or connection with any existing Common Elements (the "Plans and Specifications")The Board of Directors' approval is conditioned upon the Owner's compliance with the Plans and Specifications.

2. The Owner shall provide the Board of Directors with a copy of his/her EGLE permit within seven (7) days of approval by the EGLE. **THIS AGREEMENT IS EXPLICITLY CONDITIONED UPON OWNER OBTAINING AN EGLE PERMIT FOR THE ALTERATION.** Failure of Owner to comply with this provision shall void this Agreement, except for the provisions in paragraphs 3 and 5 below which shall remain in full force and effect.

3. The Owner shall be solely responsible for, and shall fully indemnify and hold the Association harmless from, 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 Common Areas necessitated or caused by the Alteration, for so long as the Alteration is in existence. Depending on the specific type of Alteration, it is expressly understood that such responsibility shall include, but not be limited to, responsibility for damages from flooding or water infiltration to any other Lot or Common Area caused by the Alteration, personal injury caused by or during installation of the Alteration, and any damages to the Lot, any other lot or Common Areas by way of settlement, failure of support, water or otherwise resulting from the Alteration. Should the Association need to access any Common Areas that necessitates the removal of all, or part, of the Alteration, the Owner shall remove and replace that portion of the Alteration required by the Board of Directors at the Owner's sole expense. In the case of emergencies, the Association shall be entitled to remove those portions of the Alteration as the Board of Directors deems necessary, and to charge any expense incurred to the assessment account of the Owner. Similarly, should the Board of Directors determine, in its sole discretion, that the alteration is not being properly maintained, repaired or otherwise cared for by the Owner, or that the alteration is causing damage to the Common Areas, the Association shall have the right to perform the required repair or maintenance and to charge the costs incurred in so doing to the assessment account of the Owner. Any such sums assessed shall be due and payable immediately upon assessment, and shall constitute an assessment under the provisions of the Declaration for the Subdivision, and shall be secured by a lien against the Lot, to be collected in any manner authorized by the Declaration for collection of assessments. This provision shall survive the voiding of this Agreement for failure to satisfy paragraph 2 above.

4. The Owner shall be solely responsible for insuring the Alteration both as to casualty and general liability. The Owner shall provide evidence of such coverage to the Association upon request.

5. The Owner completely and fully indemnifies and agrees to 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 Alteration and 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. This provision shall survive the voiding of this Agreement for failure to satisfy paragraph 2 above.

6. Owner understands and acknowledges that by entering into this agreement, (s)he has been approved for a single dredging project as described in Recital B above. All future dredging projects require an additional approval from EGLE, and Dredging Agreement.

7. The terms of this Agreement shall run with and bind the Lot, 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 Lot. It is expressly understood that the permission and approval granted herein shall extend only to the Alteration.

8. Owner agrees that unpaid costs, fees, and expenses related to the Alteration, including any costs, fees, or expenses that arise through operation of paragraphs 3, 4, and 5 above, constitute a lien on their Lot securing payment of those amounts. Each Owner, and every other person who from time to time has any interest in a Lot, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of the costs, fees, and expenses, either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligation of the parties to such actions. Further, each Owner and every other person who from time to time has any interest in the Property, shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Lot and improvements thereon with respect to which costs, fees, and expenses are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law.

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.

OWNER

[sign]

[print name]

OWNER

[sign]

[print name]

ASSOCIATION

Lake Columbia Property Owners Association, a Michigan Nonprofit Corporation

By: _____
Name: _____
Title: President