

WOODVIEW CONDOMINIUM LEASING POLICY

Non-Co-Owner occupied Units

Revised 4/25/17

This policy is instituted as a result of the growing number of non-occupied co-owner units in the Woodview complex and serves as a safeguard for all co-owners.

Every co-owner shall keep an updated co-owner sheet on file with the association C/O the management company each time there is a change in occupancy i.e. new tenant in unit, vacancy, along with emergency contact information.

1. Ensure that a **Rental Certificate of Compliance** is obtained from the City of Westland and provided to the association – whether or not the co-owner(s) is accepting compensation for the unit being occupied. **The association considers any property not occupied by the co-owner or where the co-owner does not have a 100% Homestead Exemption rental property. Reference: City of Westland Ordinance Section 22-601 through 22-608.**
2. Maintain insurance coverage to cover the cost of replacement of the unit. The Woodview Condominium Assn. shall be named as the certificate holder on the insurance carrier's Accord statement. **–Reference: Lease Addendum.**
3. Ensure a copy of any lease agreement is filed with the property management company **prior to the unit being occupied.** Leases shall be executed no matter the amount, even if no compensation is received by the co-owner(s). **-Reference: Article 6, Section 2 of the Bylaws.**
4. Ensure a lease addendum (supplied by the Woodview Condo Assoc. via management co) is filed in conjunction with all lease agreements and is signed by both tenant and the co-owner(s) **prior to the unit being occupied.**
5. For units sold under land contracts, co-owner(s) shall provide either a copy of the Land Contract executed or a copy of a Memorandum of Land Contract to the Woodview Condo Assoc. C/O the management company.

6. New purchasers shall sign an affidavit at closing indicating their intended use of the property (owner occupied or rental). Properties bought at auction or foreclosure sales also require the affidavit to be filed within 10 days of purchase. Banks are excluded from this requirement.
7. Co-owners are to familiarize themselves Public Act 546 effective April 10, 2017 regarding Medical Marijuana and Paragraph 12 of the Woodview lease addendum.

Tenant(s) shall be provided the following information by the co –owner(s).

- Copy of the Rules and Regulations and bylaws pertaining to the Woodview Condo Association.
- Advise tenants of the need to carry Renter’s insurance for the insurable cost in the unit and contents.

FINES AND PENALTIES

In accordance with the current operating procedures for fines and penalties:

Fines will be assessed as follows:

1. **1st Violation** - \$50.00 fine assessed to be paid by the 1st of the following month – if not paid after 10 days of the following month \$25.00 late fee will be assessed each month until fine is paid.
2. **2nd Violation** (plus subsequent violations)- \$100.00 fine assessed to be paid by the 1st of the following month – if not paid after 10 days a \$25.00 late fee will be assessed each month until fine is paid. A 2nd or subsequent violation fine may be imposed 30 days after a 1st violation is issued.

Appeals to fines must be in writing with a detailed explanation for the reason of appeal. The violating co-owner will then be scheduled for a hearing before the Board of Directors.

The Woodview Condo Assoc. reserves the right to pursue legal action for non-compliance of this established policy or for the recovery of fines and late fees assessed and attorney fees for non-compliance. **PAYMENT OF A FINE IS NOT CONSIDERED COMPLIANCE WITH THIS POLICY.**