

**ADDENDUM TO LEASE  
TO BE INCLUDED BY ALL LANDLORDS  
FOR CONDO UNITS RENTED WITHIN THE  
WOODVIEW CONDOMINIUM ASSOCIATION  
ADOPTED AND APPROVED May 28, 2024**

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Between: \_\_\_\_\_ (Landlord)  
And: \_\_\_\_\_ (Tenant)  
Regarding Address: \_\_\_\_\_  
Lease Commencement Date: \_\_\_\_\_  
Date Given to Condo Association: \_\_\_\_\_

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The following provisions shall be incorporated into the above referenced Lease as fully enforceable as if set forth within said Lease.

1. **Use of Premises.** The leased premises consist of a condominium unit in the Woodview Condominium Association, which shall be used in accordance with the restrictions and limitations of the relevant Condominium Documents as provided more specifically in Section 2 below - all of which documents shall be and have been provided by the Landlord to the Tenant which the Tenant acknowledges receipt thereof.
2. **Compliance with Condominium Documents.** Tenant's right to use and occupy the Premises shall be subject and subordinate in all respects to the provisions of the Master Deed and Condominium Bylaws (and any other document referred to in the Master Deed or Bylaws which affects the rights and obligations of a co-owner) of the Woodview Condominium Association ("Condominium Documents") and to such other rules and regulations as the Board of Directors of the Woodview Condominium Association may from time to time promulgate ("Rules and Regulations"). Failure by Tenant or any person on the Premise of the Woodview Condominium Association as a result of Tenant's occupancy to comply with the provisions of the Condominium Documents or the Rules and Regulations shall constitute a material breach of this Lease.
3. **Reservation of rights to enforce.** In the event of noncompliance by either the Landlord or Tenant of the Woodview Condominium Association's Condominium Documents or the Rules and Regulations, the Association reserves the rights to enforce same by the remedies enumerated in such Documents, Rules, and/or the Michigan Condominium Act, including, but not limited to fines, liens, foreclosure, enforcement proceedings in court, and if necessary, eviction of the Tenant.
4. **Assignment and Subletting.** Tenant shall not assign this Lease in whole or in part or sublet all or any portion of the Premises.
5. **inspection.** The Woodview Condominium Association or its agents shall have the right to enter the Premises at any reasonable time and upon any reasonable notice to Tenant and/or Landlord for the purpose of inspecting the Premises for any necessary repairs that might be required consistent with the Condominium Documents. Reasonable notice is defined as 24 hours unless the occasion of an emergency. The Association is not responsible for any repairs to the condo unit beyond what is specified in the Condominium Documents.
6. **Insurance.** The Landlord shall maintain adequate insurance to cover the replacement cost of the unit to the extent that the Landlord as a co-owner of the condo unit is responsible for repairs consistent with the Condominium Documents and/or the Rules and Regulations. The Tenant shall maintain adequate renter's insurance to cover the Tenant's insurable interest in the condo unit. Both Landlord and Tenant shall provide proof of current insurance to the Woodview Condominium Association and shall notify the Association of any changes or lapse of insurance.
7. **Specific Sections Within The Bylaws.** By way of example and convenience, among the provisions within the Condominium Documents, the Tenant's attention is directed to more common issues found within the bylaws on pages 17 to 19 with such topics as: Pets; Activities; Aesthetics; Co-owner Maintenance, etc.

8. Criminal Background Checks.

All Landlords shall perform criminal background checks of the tenant and occupants, print off the results, and provide proof of same to the Association with the submission of the lease and this signed Lease Addendum.

Landlords must run their background checks from these websites; <http://www.mipsor.state.mi.us/>, and <http://apps.michigan.gov/ichat>. An applicant or tenant whose name appears in the Michigan Sex Offender Registry will be denied application, or tenancy will be terminated. An applicant or tenant convicted of manufacturing or distributing illegal drugs will be denied or terminated.

The Board of Directors reserves the right to deny any application based upon a criminal report of convictions which, after review in its sole judgment, negatively affects the health, safety and welfare of the community.

Absent Sex Offender registry and convicted drug manufactures applicants, interviewing criminal conviction records the Board is mindful that the criminal background screening will not consider arrests, charges, expunged convictions, convictions reversed on appeal, vacated convictions, offenses where adjudication was withheld or deferred, pardoned convictions, and sealed juvenile records. It will not treat people differently based on whether the applicant is on probation or parole.

Federal guidelines also state that a housing provider with a more tailored policy or practice that excludes individuals with only certain types of convictions must still prove that its policy is necessary to serve a "substantial, legitimate, nondiscriminatory interest." To do this, the Board's policy distinguishes between criminal conduct that indicates a present demonstrable risk to resident safety and/or property, and past criminal conduct that does not.

The Board's policy and practice of evaluating criminal convictions therefore shall consider the following factors and evaluate them on a case-by-case basis. More distant in the past offenses, offenses not related to occupancy, and less serious offenses are given little weight toward disqualification. In reviewing each application on a case-by-case basis the board will consider the following:

1. The seriousness of the criminal offense;
2. The relationship between the criminal offense and the safety and security of members, staff or property;
3. The length of time since the offense, with particular weight being given to significant periods of good behavior;
4. The age of the household member at the time of the offense;
5. The number and nature of any other criminal convictions;
6. Evidence of rehabilitation, such as employment, participation in a job training program, education, participation in a drug or alcohol treatment program, or recommendations from a parole or probation officer, employer, teacher, social worker, or community leader; and
7. The mitigating circumstances or other such information/documentation the applicant believes counters or refutes any negative criminal history findings. If a tenant is convicted of a criminal charge, misdemeanor or greater, during the pendency of the lease, the Landlord and the tenant agree to evaluate the conviction under the forgoing criteria. In addition to or in lieu of a background check, a photocopy of the tenant's Photo I.D. must be submitted to the Association. If a landlord wishes, the Association's attorney, Randall A. Pentiuk, Esq., can perform the background check for a charge of \$200.00. A Landlord may contact Mr. Pentiuk by mail at 2915 Biddle, Suite 200, Wyandotte, MI 48192, or by phone at (734) 281-7100.

9. Assessment Arrearage. If Landlord should be in arrears to the Woodview Condominium Association for condo assessments, the Association may give written notice of the arrearage to Tenant, and Tenant, after receiving the notice, shall deduct from rental payments due Landlord the arrearage set forth in the notice, together with future assessments as they fall due, and pay them directly to the Woodview Condominium Association. Any such deduction shall not constitute a breach of this Lease by Tenant as specified in the Michigan Condominium Act.

10. Supplemental Language to Lease. This Addendum shall supplement and not replace the language of the Lease referenced herein as well as the Condominium Documents and the Rules and Regulations. The provisions of this Addendum shall take precedent over any contrary provisions in the Lease to the extent that such provisions pertain to the rights of Woodview

Condominium Association to enforce its Condominium Documents and Rules and Regulations. Likewise, to the extent that there appears to be any conflicting language between the Lease, the Addendum, the Condominium Documents, and the Rules and Regulations which pertain to the Woodview Condominium Association's rights, the Condominium Documents shall control the rights and responsibilities of the parties.

11. Compliance with local ordinances and laws. **Both the Landlord and Tenant shall comply with all Woodview's bylaws and Rules and Regulations**, local ordinances and relevant federal, state, and local laws. This shall include but not be limited to any local ordinances governing rental properties such as ordinances for the registration and inspection of rental properties. **I have received a copy of the bylaws and Rules and Regulations** \_\_\_\_\_

*Tenant(s) Initials*

12. Marijuana. Tenant agrees that at no time shall he or she, or any occupant or guest of the premises, smoke or cultivate marijuana on Woodview property (to the extent that it becomes a nuisance) regardless as to whether tenant, guest, or occupant has a medical marijuana card. Legal reference, Act 546 of Publics Act of 2016 effective 4-10-2017.
13. Not a party to the Lease. The Woodview Condominium Association is not a party to the Lease between Landlord and Tenant.
14. Severability. If a court of competent jurisdiction finds that any provision or portion of this Addendum as unenforceable, such action does not affect or negate the balance of this Addendum.

In Witness of whereof, the parties have executed this Addendum this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

LANDLORD

TENANT(S)

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Witnesses:

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature