

WOODVIEW LEASING POLICY

Non-Co-Owner occupied Units

Updated Dec 2024

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. Notify our management company each time there is a change in contact information, or status i.e. vacancy due to move out, new tenant and lease in process, change of owner address, new emergency contacts.

All leases must be for a minimum duration of (1) one year per the Master Deed & By-Laws

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 on the unit and submit a Declaration of Insurance to the association. 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 **10 days prior to the start date of any new lease.** Leases shall be executed no matter the amount of the lease, even if no compensation is received by the co-owner(s). **–Reference: Michigan Condo Act /Act 59 of 1978**
4. Ensure a Woodview lease addendum (supplied by the Woodview Condo Assoc.) is signed and filed in conjunction with all lease agreements **10 days**

prior to the start date of the lease. Submit at the same time as your lease package.

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 a statement at closing indicating their intended use of the property (owner occupied or rental). Properties bought at auction or foreclosure sales also require the statement 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.
8. Criminal background checks shall be conducted of prospective tenants and occupants in accordance with the Woodview Lease Addendum paragraph 8 through the MSP ICHAT system.

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. Subsequent violations may be issued every thirty (30) days thereafter if there is no compliance with the fine.

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. All appeals must be filed within 10 days of the notice of a fine or violation being issued.

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.**

The Woodview Board of Directors reserves the right to summon co-owners before the board for an informal meeting, where there are continuing issues with their tenants or serious violations that affect other residents.

SUMMARY OF FINES AND ADMINISTRATIVE FEES CURRENTLY IN EFFECT

Expired Certificates of Rental Compliance issued by the City of Westland

- \$50 fine issued on the date of expiration
- Co-owners can request the fine be rescinded by the association if a renewed certificate is filed with the association or its property manager within 30 days of expiration
- Note- paying for an inspection or renewal is not compliance. Units must pass a physical inspection by the Westland Building Department.

Submission of new lease packages

- \$50 non-refundable document review fee for all new lease packages
- \$100 fine for submitting lease packages less than 10 days prior to the start date of any new lease submitted to the association for approval. This is also applicable for requests for an expedited review by a co-owner
- \$150 fine for failing to submit a lease package to the association and moving in a tenant without association approval

****Co-owners with an unpaid balance of \$500 or more in fines will be sent to the association's law firm for legal action**