

**Sale or Lease of Condominium Unit
Cadillac North Shore Condominiums
201 N. Shore Dr E., Cadillac, Mi 49601**

Policy:

Pursuant to Article VI Sections 1 and 2 (a,b), the Association Board shall be notified in advance of any lease arrangement or potential/actual change in ownership.

The co-owner of record is responsible for ensuring the Board of Directors is notified of a potential sale or lease and given contact information of the purchaser or lessee. Failure to follow the policy may result in administrative charges to the seller/buyer or lessor.

Procedure:

The following guidelines ensure the Board has the necessary information and that the new occupant of an existing condominium unit will be appropriately advised or association policies in a timely manner.

Listing or sale of a unit

1. The selling co-owner is required to notify the Board president/Treasurer or Property Manager of an intention to sell by providing the listing realtor's name, phone number, and broker. The co-owner will also provide the listing realtor with the name and phone number of the Board President/Treasurer or Property Manager. The Seller will ask the realtor to contact the Board President/Treasurer or Property Manager.
2. The co-owner will provide the realtor with a copy of the Association Handbook which includes current copies of the Master Deed and Amendments, Condominium By-laws, Association By-laws, Rules and Regulations, and Quick List. If the co-owner has misplaced his/her handbook, a new one can be provided at a cost of \$100 to the seller. Failure to provide the realtor with this handbook will result in a \$100 fee to the buyer at closing.
3. The seller or listing realtor will notify the Board President/Treasurer or Property Manager once a purchase agreement has been signed and a sale is pending. The listing realtor or seller must notify the Board President/treasurer or Property Manager of the date, time, and place of closing and provide the name, address, and phone number of the buyer to the Secretary for Association records.
4. The Property Manager will meet with prospective new owners to complete and insure all necessary required information (the information sheet/in take form) is submitted to the Cadillac North Shore Condominium Association prior to completing any documents for Title Companies/Escrow Agents. The Property Manager is not authorized to complete any documents for Title Companies/Escrow Agents until the prospective new co-owner has met with the Property Manager and the information is received.

5. The seller shall provide the buyer with all unit keys, clubhouse keys, mailbox keys and mailbox number at closing. Failure to do so will result in a \$50 charge to the buyer to obtain copies of keys.
6. Once the closing has taken place, the seller will provide the buyer with the necessary information to contact the Property Manager.
7. Until the Board of Directors is notified and provided with necessary information after closing, the selling co-owner will be responsible for monthly assessments and any other costs attributable to the unit.
8. Once a sale has closed, the seller will provide notification to their bank stating that they are no longer responsible for the monthly assessment and that automatic debits should cease on a particular date after closing.
9. The Board President/Treasurer/Property Manager will make contact with the buyer once the closing has taken place to assure that proper information has been given to the new occupant by the previous co-owner or realtor.

Lease of a condominium unit

1. A co-owner desiring to lease their unit shall obtain written permission from the Board at least ten (10) days before a lease is presented to a potential lessee.
2. The initial term of a lease shall be for at least 12 months unless specifically approved in writing by the Board of Directors.
3. The co-owner will promptly provide the Board with a copy of the executed lease. No tenant will be allowed to occupy a unit without a current written lease.
4. The co-owner will provide copies of the Master Deed and Amendments, Condominium By-laws, Association By-laws, Rules and Regulations, and Quick List to the lessee. If the co-owner has misplaced his/her handbook, a new one can be provided at a cost of \$100.
5. The co-owner shall provide the lessee with all unit keys, mailbox keys, and mailbox Number. Clubhouse keys are not provided to lessees. Failure to provide keys will result in a \$50 charge to obtain copies of keys.
6. The co-owner will provide the lessee with the necessary information to contact the Property Manager.
7. The Board/Property Manager will make contact with the lessee once they have occupied the unit to assure that proper information has been given to the new occupant by the co-owner.

CADILLAC NORTH SHORE CONDOMINIUM ASSOCIATION

LEASE AGREEMENT

Witnesseth:

_____ ("Lessor")

Does hereby let and lease to _____

or _____
(herein designated as "Lessee"), the following premises in the City of Cadillac, County of Wexford and State of Michigan, located at _____
Cadillac, Michigan 49601 for a term of no less than 12 months beginning _____ and ending _____ to be used and occupied for residential purposes only (all dates to be effective at 12:00 pm noon of stated date).

Provided in case any rent shall be due and unpaid or default be made in any of the covenants herein contained, then it shall be lawful for the Lessor, its attorneys, heirs, representatives and assigns, to re-enter and repossess the said premises, and the Lessee and each and every occupant to remove and put out.

The Lessee hereby rents said premises for the term aforesaid, and covenants:

1. To pay the Lessor as rental for said premises the sum of: _____ (\$_____)

dollars, said sum payable in _____ equal monthly installments of _____ (\$_____)

dollars. Said installments are due in advance upon the _____ day of each month during the term of this lease. The parties hereto recognize that late payments involve additional costs for collection and bookkeeping. It is, therefore, agreed that if rental is recovered later than the _____ of each month, there shall be an additional charge of _____.

It is further agreed that this sum is reasonable and in no way to be considered a penalty. The entire monthly rent is to be paid to Lessor and mailed to designated address of Lessor. In case hand delivery is made, receipt must be obtained from the Lessor to prove the date and the amount of rent payment.

2. NOTICES: Any notice which either party may, or is required, to give hereunder may be served personally or sent by first class mail, postage prepared as follows:

a. To tenant at _____
Cadillac, Michigan 49601, and

b. To Landlord at _____

3. In addition, Lessee is to pay the sum \$ _____ dollars on or before _____ as a damage and security deposit. The aforesaid damage and security deposit shall be held by _____ during the term of the Lease. Said deposit shall under no circumstances be considered as any part of the rent accruing and owing on said premises, and specifically it shall not be considered as the last month's rent. It is the intention of the parties to this Agreement that such deposit is a damage and security deposit, and at such time as the Lessee shall leave the premises, the Lessor shall make an inspection of the premises and damage attributable to the Lessee or occasioned during the term of this Lease shall be deducted from said deposit and the balance, if any, shall be returned to the Lessee.

YOU MUST NOTIFY YOUR LANDLORD IN WRITING WITHIN _____ DAYS AFTER YOU MOVE OF A FORWARDING ADDRESS WHERE YOU CAN BE REACHED AND WHERE YOU WILL RECEIVE MAIL; OTHERWISE YOUR LANDLORD SHALL BE RELIEVED OF SENDING YOU AN ITEMIZED LIST OF DAMAGES AND THE PENALTIES ADHERENT TO THAT FAILURE.

4. To permit only the persons named in this Lease to live in the premises.
5. To keep the premises in accordance with all police, sanitary and other regulations imposed by any government authority, as well as the regulations attached hereto and made a part hereof.
6. To comply with the requirements of the Cadillac North Shore Condominium Association Governing Documents. Cadillac North Shore Condominium Association Addendum to the Lease must be signed and attached to this lease.
7. To observe all reasonable regulations and requirements of insurance carriers, the use and condition of the premises tending to reduce fire hazards and insurance rates and not to permit or allow any rubbish, common waste material or products to accumulate on or about the premises.
8. To keep at all times the premises, including the equipment, furniture and fixtures of every kind and nature during the term of this Lease as in good repair at the expiration thereof, yield and deliver up the same in like condition as when taken. Tenant shall be responsible for damages caused by its negligence or that of his/her guests.
9. That should any damage occur to premises, equipment, furniture, wall hangings, fixtures or appliances due to Lessee's negligence or that of his guests, Lessee shall be responsible (at time of replacement or repair) to Lessor for any fees incurred from such replacement or repair.
10. That Lessee will report to Lessor any mechanical or structural failure occurring on said premises which may have a negative effect upon said premises or tenants, within twenty-four(24) hours of Lessee's knowledge of such failure, else Lessee shall be responsible for part or all of the costs involved in repair of damage due to such failure.
11. That Lessee will not assign this Lease nor sublet the premises nor at any part thereof without the consent of the Lessor thereto, endorsed in writing.
12. If the demised premises become wholly untenable through damage or destruction by fire not occasioned by the negligence of the Lessee, this Lease shall become void.

13. To allow the Lessor access to premise upon twenty-four(24)hours advance notice during reasonable hours in order to show said premises or inspect for damages or possible breaches of covenant under the Lease. A request by Lessee for repair or alteration is notice to same, that Lessor or its agent will be gaining entrance for the accomplishment of that request. Lessee shall be liable to Lessor for any harm caused by Lessor's refusal to allow access. For purpose of this paragraph, reasonable hours shall be defined by Lessee between 8:00am and 9:00pm.
14. No animals or pets are permitted that require outdoor excrement.
15. a. Lessee is to pay/provide for the following utilities: phone, gas, electric, cable tv.
b. Garbage pickup, water and sewer are included in the rent.
16. Contact Lessor for approval and placement of any dish or direct TV apparatus.
17. The Condominium Association shall maintain the main grounds area, including mowing and the sprinkler system, plus snow removal.
18. The Lessee is to be responsible for all repairs resulting from Lessee's negligence.
19. The Lessee agrees to do no decorating unless authorized in advance by Lessor in writing.
20. Lessee is allowed indoor parking area and parking directly outside the garage door (unless directed otherwise by the Association). Guest(s) of Lessee shall use parking space provided.
21. It is agreed that the parking of vehicles will be done in accordance with ordinance of the city, and no cars will be parked on premises that are not in working order. No vehicles, snowmobiles, boats, campers, trailers, motorcycles, etc. shall be parked in the yard or on the lawn, or the common elements.
22. In the event Lessee creates any disturbance having a negative effect upon other tenants or neighboring properties, Lessor may terminate the Lessee's tenancy effective on delivery of notice.
23. Lessee shall pay at Lessee's expense, the cost to fix any clogged drain openings resulting from Lessee's negligence.
24. It is understood that the Lessee's ability under this lease is joint and several, and that all residing in said rental unit are held liable for all rents, damages and missing fixtures, furniture, appliances, etc incurred during the term of tenancy.
25. Lessor shall not be liable for any damage or injury to Lessee or any other person or to any property occurring on the premises or any part thereof. Lessee agrees to hold Lessor harmless for any claims for damages no matter how caused, except for injury or damages for which Lessor is legally responsible.
26. Landlord reserves the right to terminate this Lease by giving Tenant not less than _____ days written notice. If Tenant retains possession past the date given by Landlord, then such possession is a holdover and default under this Lease, except that rent shall be twice the rental from the holdover date to the date of recovery of possession by Landlord, together with all costs and expenses incurred by Landlord in securing recovery of possession.
27. Entire agreement. The foregoing constitutes the entire agreement between the parties and may not be modified except in writing, signed by both parties.

NOTICE: MICHIGAN LAW ESTABLISHES RIGHTS AND OBLIGATIONS FOR THE PARTIES TO RENTAL UNIT AGREEMENTS. THIS AGREEMENT IS REQUIRED TO COMPLY WITH THE TRUTH-IN-LENDING ACT. IF YOU HAVE A QUESTION ABOUT THE INTERPRETATION OR LEGALITY OF A PROVISION OF THIS AGREEMENT, YOU MAY WANT TO SEEK ASSISTANCE FROM A LAWYER OR OTHER QUALIFIED

PERSON.

Lessor:

Sign Name: _____

Date: _____

Print Name: _____

Lessee:

Sign Name: _____

Date: _____

Print Name: _____

CADILLAC NORTH SHORE CONDOMINIUM ASSOCIATION
201 North Shore Dr E, Cadillac MI 49601
ADDENDUM TO LEASE

THIS ADDENDUM made this ____ day of _____, 20____, is attached to and forms an integral part of the lease to which it is attached, dated this ____ day of _____, 20____, for a term of (no less than 12 months) commencing the ____ day of _____, 20____ and expiring the ____ day of _____, 20____, (hereinafter referred to as the "Lease") by and between the parties—the owner: _____

(hereinafter referred to as "Owner" or "Lessor") and the tenant, (hereinafter referred to as "Lessee"): _____,

for Unit No. _____ of Cadillac North Shore Condominium Association., a Condominium, located at _____, Unit _____, _____, MI _____, (hereinafter referred to as

the "Unit"). **In the event this Addendum conflicts with, varies or modifies the terms and provisions of said Lease, then in such event, the terms and provisions of the Addendum shall control and govern the rights and obligations of the parties.**

WITNESSETH:

WHEREAS, Lessor is the Owner of the Unit, and wishes to lease said Unit to Lessee; and

WHEREAS, Cadillac North Shore Condominium Association, (the "Association"), pursuant to Article VI, Section 2 of the Amended and Restated Bylaws of the Condominium of Wildwood, a Condominium (the "Bylaws"), has the right to approve leases of units within Wildwood, a Condominium (the "Condominium") and;

WHEREAS, pursuant to Article VI, Section 2 of these Bylaws, the Association has the authority to require that a substantially uniform form of lease be used and in connection therewith the Association is requiring that this Addendum to Lease form be executed by Lessor and Lessee.

NOW, THEREFORE, in consideration of the terms set forth herein and other good and valuable consideration, the receipt and adequacy of which the parties hereby acknowledge, the parties agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. Lessee shall abide by and comply with all applicable provisions of the Cadillac North Shore Condominium Association Governing Documents, including the Master Deed, Bylaws, Articles of Incorporation and the Rules and Regulations, as same may be amended from time to time (hereinafter referred to as the "Governing Documents") and shall comply with all laws, ordinances, regulations and administrative rules applicable to the Unit including, but not limited to, the provisions of the City of Cadillac, the State of MI, the MI Condominium Act, and the Association Governing Documents.

By executing this Addendum, the Lessee (1) acknowledges receipt of a copy of this

Addendum to the lease from the Lessor ; (2) acknowledges review of same; and (3) acknowledges that the Lease is subordinate to the Association Governing Documents.

3. The parties acknowledge that the Association shall have the option to charge reasonable administrative fees for reviewing, approving, and monitoring new and renewal leases.

4. In the event Lessor is delinquent in the payment of any monthly maintenance assessments or special assessments due to the Association, the rent for the Unit shall be applied by the Lessee to payment of any delinquent assessment or installment thereof due to the Association before payment of the balance, if any, of such rent to the Lessor. If any such assessments and installments are not paid within ten (10) calendar days after the due date, the Association shall notify the Lessor of such delinquency by certified and regular mail to the last address furnished to the Association by Lessor and shall notify Lessee of same by regular mail to the Unit address. Upon receipt of such notice, Lessee shall immediately pay to the Association the amount of such delinquent assessment, including late fees, interest, collection costs and attorney's fees (if any), and shall deduct such sums paid to the Association from the next rental payment. Notwithstanding the foregoing, in the event the sums owing to the Association exceed the Lessee's rental payment, Lessee shall not be obligated to pay any sums in excess of such rental payment to the Association. If any excess sums are due to the Association, the Lessee is authorized to continue to deduct such sums from each rental payment until such sums have been paid in full. Any such deductions by the Lessee shall not constitute a default by Lessee of Lessee's obligations under the Lease.

5. In the event the Lessee fails to pay delinquent assessments and costs and fees incidental thereto, the Lessee shall be deemed in default under the Lease and subject to eviction proceedings as described in paragraph six (6) of this Addendum, in addition to all other remedies the Association shall have. The collection of rental payments from the Lessee shall not be deemed an election of remedies, and the Association may still proceed to collect under the Condominium Act, including but not limited to the filing of a claim of lien, foreclosure, and personal money actions.

6. Lessee agrees to abide by this Addendum, the Association Governing Documents and all applicable laws, ordinances and regulations. If Lessee fails to comply with this Addendum, the Governing Documents or any applicable laws, ordinances and regulations, Lessor shall promptly commence action to evict Lessee. If Lessor fails to promptly commence action to evict Lessee, Lessor hereby authorizes the Association as the Lessor's agent and attorney-in-fact, to commence eviction proceedings. In the event the Association files an action for eviction, the Lessor and Lessee shall be jointly and severally liable for all attorney's fees and costs, including appellate proceedings. Nothing contained herein shall be deemed to obligate the Association to commence eviction proceedings or to preclude the Association from pursuing any other available legal remedies.

7. The Lessor and Lessee shall be jointly and severally liable to the Association for any losses incurred by the Association or damages caused to the Common Elements or Limited Common Elements, Association property or to any other third party resulting from the actions of the Lessor or Lessee.

8. Lessee shall not be entitled to occupy the Unit prior to receipt by the Board of Directors of the submitted lease from the Lessor and approval of said lease by the Board as specified in Article VI, Section 2 of the Bylaws. In the event the Lessee should occupy the Unit prior to Board receipt and approval of the lease, Lessee's application to lease the Unit may be deemed automatically withdrawn and Lessor shall be subject to any penalties thereof as are authorized under the Bylaws.

9. The Unit shall be possessed, occupied and utilized solely for the purpose of a private

- single-family residential dwelling and for no other purpose. Lessee warrants and represents that the only occupants of the Unit will be the following individuals.
10. The Association and/or its authorized agent(s) shall have the irrevocable right to have access to the Unit as may be necessary for inspection, maintenance repair or replacement of any Common Elements or Limited Common Elements accessible therefrom, or for making emergency repairs necessary to prevent damages to the Common Elements or Limited Common Elements or other units.
 11. The Lessee shall not assign the Lease, nor sublet or permit the Unit or any part thereof to be used by others without the prior written approval of the Association.
 12. The Lessee agrees not to keep anything in the Unit which will increase the insurance rates of the Association or interfere with the rights of other residents of the Association by creating unreasonable noises or otherwise; nor shall Lessee commit or permit any nuisance, immoral or illegal act in the Unit, or on the Common Elements, or the Limited Common Elements.
 13. There shall be no extensions or renewals of the Lease without the prior review and approval of the Board of Directors.
 14. Lessee and Lessor specifically acknowledge that as of the expiration date of the term of the Lease: Unless the appropriate documentation has been provided to the Association evidencing that the term of the Lease is to be renewed and this renewal lease is approved by the Board of Directors, the Lessee shall have no access or use rights in the Association's property, including, but not limited to, all Common Elements and amenities except as an invited guest. In connection with the termination of the Lessee's use rights as specified above, Lessee and Lessor specifically acknowledge that unless the appropriate documentation has been provided to the Association evidencing that the term of the Lease is to be renewed and this renewal lease is approved by the Board of Directors that all entry devices and/or other means for the Lessee to access the Condominium and/or the Unit shall be terminated and/or revoked as of the expiration date of the term of the Lease.
 15. Pets that require outdoor excrement are not allowed on the premises except for periods as defined in the Rules and Regulations..
 16. Antenna installation: Preapproval must be obtained from the Board of Directors along with location approval.
 17. When used herein, the singular shall include the plural, the plural the singular and the use of any gender shall include all genders as appropriate.
 18. The partial or complete invalidity of any one or more provisions of this Addendum, or any other instrument required to be executed by Lessee in connection with the leasing of the Unit, shall not be affected thereby, and each and every term and provision otherwise valid shall remain valid and be enforced to the fullest extent permitted. The failure of any party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Addendum, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such terms, covenants, conditions or rights as respects further performance.
 19. Nothing contained in the Lease, this Addendum, or the Governing Documents shall in any manner: (I) be deemed to make the Association a party to the Lease or this Addendum (except to the extent that the Association is an intended third party beneficiary of any of the covenants contained in the above referenced documents which are for the benefit and protection of the Association and are necessary to enable the Association to enforce its rights hereunder (II) create any obligation or liability on the part of the Association's approval of the Lessee pursuant to the liability based on the Association's approval of the Lessee pursuant to the Bylaws, such approval being solely for the benefit of the Association), or (III) create any rights or privileges of the Lessee

under the Lease, this Addendum, or the Governing Documents as to the Association.

IN WITNESS THEREOF this Addendum was executed as of the date and year first above written. A signed copy of this Addendum must be sent by the Lessor to the Board of Directors at the Association address: 200 North Shore Dr E/Cadillac, MI 40601

LESSOR:

Signature of Lessor: _____ Date _____

Print Name: _____

Address: _____

For contacts: Phone _____ Email _____

WITNESS for: OWNER/LESSOR:

Sign Name: _____ Date: _____

Print Name: _____

LESSEE:

Signature of Lessee: _____ Date _____

Print Name: _____

For contacts: Phone _____ Email _____

WITNESS for: TENANT/LESSEE:

Sign Name: _____ Date: _____

Print Name: _____