

Hidden Meadows Condominium Association

Rental Policy

Effective September 19, 2018

Pursuant to the Consolidating Master Deed of the Hidden Meadows Condominium, as recorded in Liber 10280, Pages 627-667, both inclusive, Oakland County Records (hereinafter the "Master Deed"), and the attached Condominium Bylaws thereto (hereinafter the "Condominium Bylaws"), each owner of a unit in the Hidden Meadows Condominium is a member of the Hidden Meadows Condominium Association (hereinafter the "Association");

The Association is responsible for administering the affairs of the Hidden Meadows Condominium;

In accordance with Article VI, Section 9 of the Condominium Bylaws the Association hereby adopts this Rental Policy to provide residents of the community with the process by which a Unit may be rented;

Pursuant to Article VI, Section 2(a) of the Condominium Bylaws, each Co-owner is required to provide written disclosure of a lease transaction to the Board of Directors (other than a lender in possession of a Unit following default of a first mortgage);

Pursuant to Article VI, Section 2(a) of the Condominium Bylaws, no Co-owner shall lease less than an entire Unit in the Condominium and no tenant shall be permitted to occupy except under a lease the initial term of which is at least six (6) months unless specifically approved in writing by the Association;

Pursuant to Article VI, Section 2(b), any Co-owner desiring to rent or lease a Unit shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form to a potential lessee of the Unit, and, at the same time, shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents.

NOW, THEREFORE, BE IT RESOLVED THAT, in accordance with the above-referenced provisions of the Condominium Bylaws, the Association hereby ADOPTS this Rental Policy:

1. The term "lease" shall refer to: (i) any occupancy agreement, whether or not in writing or for rent or other consideration, where the Unit is not occupied by the Owner, or an immediate family member of the Owner; and (ii) any form of occupancy agreement or arrangement under which the Owner of a Unit permits another Person to occupy all or less than all of a Unit. The term "lease" shall include, but is not limited to, an oral or written lease, an oral or written license, or an occupancy or possessory arrangement facilitated by AirBNB, Booking.com, Expedia, FlipKey, HomeAway, Homestay, Hotels.com, House Trip, Priceline.com, Roomorama, Tripping.com, Trivago, VRBO and VayStays or any other similar format, website or online platform.

2. At least ten (10) days before presenting a lease form to a potential lessee, a Co-owner shall submit the completed enclosed Disclosure of Intent to Lease to the Association for its review along with a copy of the exact lease form intended to be used and a check in the amount of \$65.00 for the administrative costs associated with reviewing the Disclosure and lease form.

3. The Board of Directors approves the use of the lease form attached hereto so long as the terms of the lease comply with the Condominium Documents.

4. Any documents to be submitted to the Association or the Board of Directors under this Rental Policy shall be sent to the Association by electronic mail k.mosey@kcpropertyservice.com or at its registered office address which is currently:

Hidden Meadows Condominium Association
c/o Kimberly Mosey
KC Property Service, LLC
26711 Woodward Avenue #310
Huntington Woods, Michigan 48070

5. The request for an approval of the lease form will be considered by the Association's Board of Directors at the next scheduled Board Meeting and the decision made in the sole discretion of the Association's Board of Directors is final.

This Rental Policy was approved as of the date provided above by the Board of Directors of Hidden Meadows Condominium Association.

Hidden Meadows Condominium Association

Dated: 9-19, 2018

/s/ Peggy Jensen

By: Peggy Jensen

Its: President

Dated: 9-19, 2018

/s/ Gigi Morrow Franzen

By: Gigi Morrow Franzen

Its: Treasurer

Dated: 9-19, 2018

/s/ Shirley Dentis

By: Shirley Dentis

Its: Secretary

HIDDEN MEADOWS CONDOMINIUM ASSOCIATION

DISCLOSURE OF INTENT TO LEASE

Any Co-owner intending to lease their Unit shall complete and submit this Disclosure to the Association at least ten (10) days before presenting a lease form to a potential lessee of the Unit along with a copy of the exact lease form intended to be used and a check in the amount of \$65.00 for the administrative costs associated with reviewing the Disclosure and lease form.

1. **Co-owner(s) of Unit:** _____
2. **Unit Number and Address:** _____
3. **Initial Lease Term:** _____
 - a. Is the Initial Lease Term at least six months? ___ Yes ___ No
4. **Lease Commencement Date:** _____
5. **Lease Expiration Date:** _____
6. **Has the Co-owner paid the \$65.00 Administrative Fee for Leasing?**
___ Yes ___ No ___ Included with Disclosure
7. **Has the Co-owner provided the lease form intended to be used?**
___ Yes ___ No ___ Included with Disclosure
8. **Pets:** ___ Yes ___ No
 - a. Number of Pets: _____
 - b. Type of Pet: _____
 - c. Have the Pets been approved by the Board of Directors? ___ Yes ___ No
9. **Vehicles**
 - a. Number of Vehicles: _____
 - b. Make and color of Vehicles: Vehicle 1. _____
Vehicle 2. _____

The foregoing information is true to the best of my knowledge, information, and belief.

Co-owner(s) Signature: _____

Date: _____

RESIDENTIAL CONDOMINIUM LEASE AGREEMENT

This lease (the "Lease") is entered into on [date], between [name of landlord], of [address] ("Landlord"), and [name of tenant] ("Tenant"), on the terms and conditions set forth below.

NOTICE: MICHIGAN LAW ESTABLISHES RIGHTS AND OBLIGATIONS FOR PARTIES TO RENTAL AGREEMENTS. THIS AGREEMENT IS REQUIRED TO COMPLY WITH THE TRUTH IN RENTING 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.

TO TENANT: YOU MUST NOTIFY YOUR LANDLORD IN WRITING WITHIN FOUR (4) 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.

1. **Premises.** The Tenant leases from Landlord the real property as referenced in section 1(a) (the "Premises"), together with any furnishings, fixtures, personal property, and appurtenances furnished by Landlord for Tenant's use.

2. **Term.** The term of this Lease shall be for the term beginning on [date] and ending on [date]. Tenant shall receive possession on the signing of the Lease and shall surrender possession to Landlord on the last day of the term of this Lease unless otherwise agreed to by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably surrender the Premises to Landlord in as good of condition as when delivered to Tenant, ordinary wear and tear excepted.

3. **Rent.** Tenant shall pay Landlord, by check or money order, at the address stated above or an address designated by Landlord, monthly rent installments in the amount of \$[amount],

payable in advance, on or before the first day of each month during the term of this Lease. Tenant shall pay the first monthly installment of rent when Tenant signs the Lease.

4. **Renewal Terms.** This Lease shall automatically renew for an additional period of [time] unless either party gives written notice of termination no later than 30 days prior to the end of the term or renewal term. The lease terms during any such renewal term shall be the same as those contained in this Lease except that the monthly lease payment shall be \$[amount] per month.

5. **Holdover.** Tenant may, with Landlord's permission, continue to occupy the Premises after the term of this Lease expires without renewing this Lease or signing another lease for the Premises. Such tenancy shall be month to month and subject to the provisions of this Lease except that the monthly rent shall increase \$[amount] from the rent for the last month of the term of the Lease, and Landlord may increase the rent on 30 days' notice to Tenant.

6. **Late Fees.** Tenant shall pay Landlord a late fee of \$50 for each monthly installment not received by Landlord within five days of its due date. This increase shall be considered additional rent but shall compensate Landlord for costs incurred because of late payments. Landlord's right to collect this additional rent shall be in addition to Landlord's right to take action under other provisions of this Lease for Tenant's default in paying rent. The Tenant shall pay all additional rent to Landlord promptly after the due date of the delinquent installment.

7. **Non-Sufficient Funds Fees.** Tenant shall be charged \$35.00 for each check that is returned to Landlord for insufficient funds. All rent paid after the due date and payments to cover checks that have been returned for insufficient funds must be paid by cashier's check or money order at the place designated for payment by Landlord.

8. **Application of Tenant's Payments.** Money received by Landlord from Tenant (or on its behalf) shall be applied to Tenant's account as follows: (1) first to satisfy unpaid Non-

Sufficient Funds or dishonored check fees; (2) second to satisfy unpaid late fees; (3) third to satisfy any other unpaid fees owed by Tenant; (4) fourth to maintenance and repair costs chargeable to Tenant; (5) fifth to legal fees and court costs legally chargeable to Tenant, including costs incurred prior to curing a default; (6) sixth to outstanding utility bills that are the responsibility of Tenant; (7) seventh to deposits or portions thereof due from Tenant to unpaid rent. Restrictive language on a check or in any communication, including those accompanying a payment, shall not constitute an accord and satisfaction or amend this provision.

9. Condominium Documents. Tenant acknowledges that it has read the Master Deed, Condominium Bylaws (including restrictions), Association Bylaws, and Rules and Regulations of the Hidden Meadows Condominium Association (the “Association”), and all amendments thereto (hereinafter referred to as the “Condominium Documents.”)

- a. Tenant agrees to comply strictly with the Condominium Documents and with all amendments and additions to such Condominium Documents as allowed by law.
- b. Tenant acknowledges that the Board of Directors of the Association shall have the power to bring summary proceedings to evict the Tenant and/or bring an action for money damages in the same action against the Landlord and Tenant in the event of any default by the Tenant in compliance with the Condominium Documents. Money damages shall include, but not be limited to, actual attorney’s fees and costs incurred by the Association in commencing any proceedings against the Tenant or the Landlord.
- c. In accordance with Michigan law, Landlord and Tenant acknowledge and agree that if the Landlord is in arrears of assessments due to the Association and the Association gives written notice of the amount of arrears to Tenant, the Tenant shall deduct such assessments from rental payments due to the Landlord under the Lease and pay them directly to the Association. The deduction shall not constitute a breach of the Lease by Tenant.

10. **Pets.** No animal or pet shall be kept on or about the Premises without Landlord's prior written consent, except _____

11. **Security Deposit.** On the signing of the Lease, Tenant deposited with Landlord a security deposit in the amount of \$[amount] (not to exceed 1 and ½ months' rent) as a security deposit to reimburse Landlord for actual damages to the Premises or ancillary facilities that directly result from conduct not reasonably expected in the normal course of habitation of a dwelling and to pay Landlord for all rent in arrearage or due for premature termination of this Lease by Tenant and for any of Tenant's utility bills not paid by Tenant. Tenant is liable for any balances remaining unpaid after Landlord applies the security deposit to such amounts.

12. **Property Taxes.** Landlord shall pay all property taxes levied against the Premises.

13. **Association Assessments.** Landlord shall pay all condominium association assessments levied against the Premises by the Association.

14. **Use.** Tenant shall use the Premises solely as a single-family residence. No persons other than those listed at the end of this Lease shall occupy the Premises for more than seven days during the term of this Lease without prior written consent from Landlord. The names of all persons who will occupy the Premises must be provided to the Board of Directors of the Association upon signing this Lease and must promptly be supplemented or amended when any new occupants move in or previous occupants move out.

15. **Absences.** Tenant shall notify Landlord and the Association of any anticipated extended absence from the Premises no later than the first day of the extended absence.

16. Termination upon Sale of Premises. Notwithstanding any other provision of this Lease, Landlord may terminate this Lease upon 30 days' written notice to Tenant that the Premises have been sold.

17. Condition of the Premises. Tenant acknowledges that no representations about the condition of the Premises or promises to alter or to improve the Premises before or during the term of the Lease have been made except as stated in this Lease.

18. Habitability. Tenant has inspected the Premises and fixtures, or has had the Premises inspected on its behalf, and acknowledges that the Premises are in a reasonable and acceptable condition of habitability for their intended use.

19. Maintenance, Repairs, and Damage of the Premises. Throughout the term of the Lease, Tenant shall maintain the Premises in good condition and shall allow no waste of the Premises or any utilities. Tenant shall be liable for any damage to the Premises or to Landlord's other property that is caused by the acts or omissions of Tenant or Tenant's guests. Tenant shall pay, on Landlord's demand, to replace and/or repair any damage to the Premises.

20. Keys. Tenant will be given [number] key(s) to the Premises, [number] mailbox key(s), and [number] garage door opener(s). If all keys/garage door openers are not returned to Landlord in good condition following termination of the Lease, Tenant shall be charged \$[amount].

21. Lockout. If Tenant becomes locked out of the Premises, Tenant will be responsible for all necessary costs to regain entry.

22. Decorations and Alterations. Other than hanging decorations on the walls with nails or other materials approved by Landlord, Tenant shall not alter or decorate the Premises without prior written consent from Landlord. Landlord's consent to a particular decoration or alteration shall not be deemed consent to future decorations or alterations. Tenant shall not remove

any furnishings Landlord furnishes to Tenant, drive nails into the woodwork, or use any adhesive material on the walls without prior written consent from Landlord.

23. Assignments and Subleases. Tenant shall not assign this Lease or sublease any part of the Premises.

24. Interruption of Services. As long as the Premises are habitable, and Landlord makes any repairs or improvements within a reasonable period of time, any interruption of services or utilities, inconvenience, or discomfort arising from repairs or improvements to the Premises shall not affect this Lease, reduce the rent, or be construed as an eviction.

25. Prohibitions. Neither Tenant nor Tenant's guests shall:

- a. Violate or permit any guest to violate any of the terms of the Condominium Documents;
- b. Install any equipment or appliances that, in Landlord's opinion, cause an unsafe condition on the Premises;
- c. Accumulate refuse on or around the Premises that might pose a health hazard to Tenant or to Tenant's neighbors;
- d. Allow any activity on or around the Premises that would result in an increase in fire insurance premiums for the Premises;
- e. Permit any flammable liquids or explosives to be kept on or around the Premises;
- f. Permit on the Premises any act that would injure Landlord's reputation or interfere with the rights or the quiet enjoyment of other persons;
- g. Change or install any locks on the Premises or in the building where the Premises are located without written consent from Landlord;
- h. Bring any water beds, floor safes, or other heavy objects on the Premises;
- i. Bring any animals on the Premises without written consent from Landlord;
- j. Unlawfully manufacture, deliver, possess with intent to deliver, or possess a controlled substance on the leased premises; or
- k. Permit any laws to be violated on the Premises.

26. Access to the Premises. Tenant shall allow the Association and its agents, and Landlord and its agents, reasonable access to the Premises to inspect, repair, alter, or improve the Premises. Tenant shall also allow insurance carriers and representatives, fire department inspectors, police, or local health authorities to inspect the Premises to the extent permitted by law.

27. Abandonment of the Premises. If Tenant removes substantially all Tenant's property from the Premises, Landlord may immediately enter and redecorate the Premises without abatement of rent; and these acts shall not affect Tenant's obligations under this Lease. If Tenant abandons the Premises before the Lease expires, all rent for the remainder of the term of the Lease shall immediately become due.

28. Renter's Insurance. Tenant shall be responsible to maintain renter's insurance for its respective interest in the Premises and property located on the Premises.

29. Indemnification. Tenant also agrees to reimburse Landlord for reasonable attorney's fees and costs incurred in relation to damage caused by Tenant to the Premises, and structure of which it is a part, in addition to any monetary fines levied by the Association against the Premises as a result of any violation of the Condominium Documents.

30. Use. Tenant shall comply with all applicable laws and ordinances; use the Premises only for strictly residential purposes; and refrain from all conduct that unreasonably disturbs each other, other tenants, occupants, neighbors of the building, or Landlord. No business of any sort shall be located in or conducted from the Premises.

31. Utilities. Tenant is responsible for the payment and costs of the following utilities and services for the Premises: _____ . Landlord is responsible for the payment and costs of the following utilities and services for the Premises: _____ .

32. Early Termination. If Tenant has occupied the Premises for more than 13 months and Tenant becomes eligible during the lease term to take possession of a subsidized rental unit in senior citizen housing and provides Landlord with written proof of that eligibility or Tenant becomes incapable during the lease term of living independently, certified by a physician in a notarized statement, Tenant may terminate this lease with a 60-day written notice to Landlord under MCL 554.601a.

33. Limited Cancellation Right. Tenant who has a reasonable apprehension of present danger to [him / her] or [his / her] child from domestic violence, sexual assault, or stalking may have special statutory rights to seek a release of rental obligation under MCL 554.601b.

34. Servicemembers Civil Relief Act. If Tenant executes this Lease while in military service, or enters military service after this Lease has been executed by Tenant (or by someone on its behalf), and thereafter receives military orders for a permanent change of station or to deploy with a military unit for a period of not less than 90 days, Tenant may terminate this Lease at any time after the Tenant's entry into military service or the date of the Tenant's military orders described in the Servicemembers Civil Relief Act, 50 USC 3955(b).

35. Termination. When this Lease terminates, Tenant shall surrender possession of the Premises to Landlord in the condition in which it was delivered to Tenant, except for normal wear and tear. Tenant shall also return all keys and garage openers for the Premises to Landlord.

36. Default and Landlord's remedies.

- a. Tenant's noncompliance with any provision of this Lease or the Condominium Documents is a default. If Tenant defaults, Landlord may have all remedies legally permitted, including termination of this Lease and declaring all remaining rental installments immediately due and owing.

- b. If Tenant defaults on any obligations under this Lease or misrepresents any information in the application for this Lease, Landlord may, on written notice to Tenant, terminate the Lease and enter the Premises as permitted by law; Tenant and any other occupants shall surrender the Premises to Landlord by the date stated in the notice. If Landlord terminates the Lease, Landlord may recover Landlord's expenses for enforcing Landlord's rights under the Lease and applicable law, including court costs and attorney fees, from Tenant, as permitted by statute; and rent for the rest of the term of the Lease shall immediately become due. Tenant may not be liable for the total accelerated amount because of Landlord's obligation to minimize damages, and either party may ask a court to determine the actual amount owed, if any. If Tenant fails to pay rent or any other sums when due to Landlord, Landlord serves a notice of default on Tenant as required by law, and Tenant fails to remit the amounts due before the notice period expires, the amount of court costs and attorney fees incurred by Landlord in enforcing Landlord's remedies and allowed by statute shall be added to the amount of the arrearage and Tenant hereby agrees to pay for such.
- c. It is a violation of this Lease if Tenant, a member of Tenant's household, or any other person under Tenant's control unlawfully manufactures, delivers, possesses with intent to deliver, or possesses a controlled substance as defined by Michigan law anywhere on the leased Premises, including any part of the building or common elements of the Hidden Meadows Condominium Condominium. Pursuant to Michigan law, if Tenant violates this provision, Landlord may serve a written demand for possession for termination of this Lease, giving Tenant 24 hours' notice of the Lease termination and demand for possession. Tenant acknowledges that an order of eviction/writ of restitution may be issued by the court immediately after the entry of a judgment for possession. Tenant's initials: _____.

37. Notices. Any notices under this Lease shall be in writing and delivered to the recipient personally or by first-class mail fully prepaid at the recipient's last known address. Unless

otherwise required by law, the date of service shall be the date of hand delivery or the mailing date.

38. Joint and Several Liability. When there is more than one Tenant on the lease, each tenant is jointly and severally (individually) liable for its full performance.

39. Cumulative Rights. The rights of the parties under this Lease are cumulative and shall not be construed as exclusive unless otherwise required by law.

40. Third-Party Beneficiary. The Association is a third-party beneficiary under this Lease and shall have the right to enforce any provision of this Lease against the Landlord and any Tenant or occupant of the Premises.

41. Waiver. The failure of any party to enforce any provision of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

42. Governing Law. This Lease shall be governed by and construed in accordance with Michigan law irrespective of any conflicts of laws provisions of Michigan law.

43. Modifications. No modifications of this Lease shall be made unless they are in writing, signed by Landlord and Tenant, and approved in writing by the Association.

44. Whole Agreement. This Lease, together with the Condominium Documents, sets forth the entire agreement between Landlord and Tenant. There are no verbal or written agreements that are not in this Lease between the parties.

45. Binding Effect. This Lease shall bind and benefit the parties to the Lease and their heirs, personal representatives, successors, and permitted assigns.

46. Severability. If any provision of this Lease is held to be invalid, unlawful, or unenforceable to any extent, the rest of the Lease and the application of the provision to persons

or circumstances other than those for which it is invalid, unlawful, or unenforceable are not affected.

47. **Time of the Essence.** Time shall be deemed to be of the essence in the performance of this Lease.

48. **Effective Date.** This Lease is effective on the date first stated in this Lease.

{Signature Page to Follow}

