

## Amended Villas at the River Homeowners Association Rental Policy

1. A rental registration fee of \$500.00 is required for each new tenant in a rental condominium.
2. A one-year minimum rental contract is required for each rental condominium.
3. Right to Lease: A Co-Owner of a unit(s) may rent such unit(s) only in accordance with the condominium documents, the Association Policies and Guidelines adopted by the Board of Directors from time to time and Michigan law.
4. No unit shall be used for any purpose other than that of a residence for individuals living together as a single housekeeping unit, no rooming house, group home, commercial foster home, fraternity or sorority or any similar type of lodging, care or treatment facility.
5. Exception: A unit may be used as a personal business if it does not involve customers, employees, licensees or invitees coming to the unit provided the Association is given advance written notice that includes a representation that, in addition to the above, the business does not involve hazardous materials as that term is defined by Michigan law.
6. Per Master Deed & Bylaws:
  - a. A unit Owner desiring to rent their condominium is required to disclose that fact in writing to the Association at least ten (10) days prior to presenting a lease form to a potential renter.
  - b. At the time of notice to the Association the unit Owner is required to submit an exact form of the lease contemplated for review by the Association to ascertain the lease's compliance with the condominium documents.
  - c. All lease agreements shall incorporate and require the renter to comply with all conditions of the condominium documents.
  - d. Remedies in the event the tenant of a unit Owner fails to comply with the conditions of the condominium documents:
    1. The Association is required to give the Co-Owner/Lessor notice of the tenant's violation, by certified mail.
    2. The Co-Owner will have a period of fifteen (15) days to investigate and correct the alleged breach.
    3. If after fifteen (15) days period, the alleged breach has not been cured or the Association feels the breach may be repeated, the Association or the Co-Owner may institute an action for eviction against the tenant and simultaneously seek money damages against the Unit Owner and/or his tenant.
  - e. In the event a Co-Owner who is leasing their unit, is in arrears in paying Association assessments, the Association, after giving the Co-Owner 15 days advance notice, is entitled by the bylaws and Michigan law to instruct the tenant to make all future rent payments to the Association until the arrearages is paid.