

West Michigan Woods / MARKET LEASE AGREEMENT

1. **PARTIES:** THIS LEASE AGREEMENT ("Lease") is made this **Date:** _____ between
Tenant(s) _____

and WEST MICHIGAN WOODS ("Landlord") whose address is: 3201 Michigamme Woods Kalamazoo, MI 49006

2. **PREMISES:** In consideration of (a) Tenant's rental application, and (b) the payment of the rent and performance of the other provisions of this Lease, Landlord leases to Tenant the "premises"),

Located at: _____ **Kalamazoo, MI 49006.**

3. **OCCUPANCY: ONLY THE FOLLOWING INDIVIDUALS MAY OCCUPY THE PREMISES:**

<u>Name</u>	<u>Relationship</u>	<u>Sex</u>
_____	Co-head	_____
_____	Co-head	_____
_____	Co-head	_____
_____	Co-head	_____
_____	Co-head	_____
_____	Co-head	_____

4. **TERM:** The term of this Lease is for _____ months commencing:

Month: _____ **Day:** _____ **Year:** _____ and ending on

Month: _____ **Day:** _____ **Year:** _____ with renewals as set forth in Section 18.

5. **RENT:** The rent shall be \$ _____ **per month** payable in advance on or before the first calendar day of each month at 3201 Michigamme Woods to Landlord or to such other person or persons as Landlord may designate by written notice from time to time. Monies not received by midnight on the 1st (first) of the month will be considered LATE. The Landlord upon 30 day written notice to the Tenant may increase the rent.

6. **LATE CHARGE AND RETURN CHECK CHARGE:** Any payment due to be made by the Tenant which is received after the fifth (5) calendar day of the month in which it is due shall be subject to a late charge of **\$50.00** and must be paid by money order, certified check or cashier's check. In addition, a **\$25.00** processing fee will be charged for any check, which is returned because of insufficient funds, a closed account of any other cause. Landlord shall have the right to require payment of the monthly rent to release the returned check by money order, certified check or cashiers check. Rent shall not be considered paid until it is actually received by Management.

7. **UTILITIES:** The rent shall include the cost of the following utilities: WATER, SEWER, AND REFUSE REMOVAL. Landlord covenants and agrees to furnish these utilities to the Tenant at reasonable times and in reasonable amount. The Tenant shall be responsible for the payment of all other utilities, including; GAS AND ELECTRIC, unless otherwise agreed.

8. **TENANTS OBLIGATIONS:** The Tenant, on the Tenant's behalf, and on behalf of the Tenant's heirs, executors and administrators agrees to:

- a. Pay the Tenant's monthly rent installments promptly when due, without any obligation on the part of the Landlord to make demand for it. Non-payment, repeated late payment of rent, occupancy charges or other financial obligation under the lease, beyond any grace period allowed by said lease, constitute a substantial breach of the lease and are cause for termination of resident's tenancy. Tenant is responsible for all court costs and filling fees.

- b. Keep the premises in a clean and sanitary condition, and to comply with all applicable governmental requirements including public health and police regulations, with respect to the premises and to its appurtenances, and to save Landlord harmless from all fines, penalties, and cost for violations or noncompliance caused by the action of the Tenant.
 - c. Permit Landlord, or agents designate by Landlord, or any representative or any holder of a mortgage on the property or, when authorized by Landlord, employees of any contractor or utility company, to enter the premises for the purposes of making reasonable inspections, extermination of insects or pests, changing of furnace filters, and other like purposes, which shall be made at reasonable times with due notice, except in cases of emergency (which are defined as danger to life or serious danger to property). In no case shall an entry intrude upon the Tenants' personal property;
 - d. Comply with the rules and regulations that govern the use of community or common facilities and the apartment premises, and to forfeit the privilege of using the community or common facilities for failure to comply with such reasonable rules and regulations as promulgated by Landlord: and be liable for damage to the structure or interiors of the community or common facilities due to negligence of the facility.
 - e. Not use the premises for any purpose deemed hazardous, not commit waste on the premises, nor maintain or permit to be maintained a nuisance on the premises, not use or permit the premises to be used in an unlawful manner;
 - f. Be responsible for fire, theft or damage to the Tenant's personal effects or property in the apartment premises, laundry, storage lockers, or any other portion of the building unless caused by the Landlord's fault or neglect, the Tenant must provide his/her own personal property insurance;
 - g. Not install a washing machine, dryer or air conditioning unit in the premises without the prior written approval of the Landlord;
 - h. Not make alterations, additions, changes or improvements to the premises such as painting, decorating, lock changes, wall covering, wiring, and not place fixtures, signs or fences in or about the premises without the prior written permission of the Landlord. If permission is obtained, the Tenant agrees, upon vacating the unit, to remove, at Landlord's option, any such fixtures, signs or fences, without damages to the premises. Tack or nails may be put in the walls for decorative purposes only as long as they do not cause structural damages, and the Tenant removes them and repairs the resulting holes prior to vacating the unit.
 - i. Not have animals or pets of any kind on the premises. Landlord may allow a pet under certain circumstances. Specified under our pet policy for special use and with a Doctors written permission.
 - j. Must register all vehicles with management. All unregistered, unlicensed or inoperable vehicles will be removed from the parking lot and charges for towing shall be paid by the owner of the vehicle.
 - k. Not create or permit unreasonable amounts of noise in the leased premises. Excessive noise or actions that cause a disturbance to other's rights and peaceful comfort by a Resident will result in a warning. Should resident persist, then eviction proceedings will be initiated from Landlord and Resident will remain responsible for all legal and early termination costs.
 - l. Not use facilities or equipment furnished by Landlord for any improper or unauthorized purpose.
 - m. Not assign this Lease nor sublet the premises or any part thereof; not give accommodations to any roomers or lodgers, not permit the use of the premises for any purpose other than as a private dwelling solely for the Tenant and the Tenant's family without the prior written consent of Landlord. A consent by Landlord to one assignment or subletting shall not be deemed a consent to any subsequent assignment or subletting.
 - n. Occupy the premises as a residential dwelling only and for no other purpose.
 - o. Re-certify Tenant's income and family composition to Landlord at least one time each year, at Landlord's request.
9. **ACCESS FOR RE-RENTING:** The Tenant hereby grants permission to Landlord to show the premises to new rental applicants at reasonable hours of the day and with due notice, within 30 (thirty) days of the expiration of the term of this Lease.

10. **CONDITION OF PREMISES:** By execution of this Lease, the Tenant acknowledges that the premises are in satisfactory condition, and that Landlord will not be required to repaint, re-plaster, or otherwise perform any work unless specifically noted on the inventory checklist and condition report and agreed to by Landlord, or unless required by applicable state or local law. The checklist shall include all items in the rental unit owned by the Landlord, including, but not limited to, carpeting, drapes, appliances, windows, furnishings, walls, closets, shelves, paint, doors, plumbing fixtures, and electrical fixtures.
11. **CHECKLIST:** The Tenant shall review the checklist, note the condition of the property, and return one copy of the checklist to Landlord within 7 days after receiving possession of the premises.
12. **SURRENDER OF PREMISES:** The Tenant agrees that at the end of the lease term under this or any subsequent lease to deliver up and surrender the premises to the Landlord in as good condition as when received, reasonable wear and tear accepted. Tenant agrees to deliver the keys for the premises to Landlord at the time the Tenant vacates the premises. Any of the tenant's property left in, at or about the premises at the time the Tenant vacates the premises shall be deemed to be abandoned by Tenant and Tenant hereby authorizes Landlord to dispose of the same abandoned property. Until such time as the keys are delivered to Landlord as evidenced by Landlord's receipt therefore, the Tenant shall remain liable under this lease to extent permitted by law.
13. **DEPOSIT:** The tenant shall make a security deposit of \$ _____ which shall not exceed one and one-half month's rent, exclusive of utilities paid by the Tenant, to be used to reimburse Landlord for actual damage to the premises or ancillary facilities caused by the Tenant and Tenant's family, guests or agents, that are the direct result of conduct not reasonably expected in the normal course of habitation; and to be used to pay Landlord for all rent in arrears under this Lease Agreement, for any rent due for premature termination of this Lease by the Tenant, and for utility bills not paid by the Tenant.

The Tenant's liability for damages and rent at move out is NOT limited to the amount of deposit. Pursuant to Section 3 of Act 348 Public Acts of 1972, the Tenant's security deposit is on deposit with the following regulated financial institution: KEYSTONE COMMUNITY BANK, 107 W.MICHGAN AVE., KALAMAZOO, MI 49007

14. **NON-REFUNDABLE APPLICATION FEE:** On or before the date that this Lease is signed, the Tenant shall pay Landlord the non-refundable fee stipulated in the rental application to cover the cost of processing the application and necessary paperwork for Tenant occupancy.
15. **NOTICE:** YOU MUST NOTIFY YOUR LANDLORD IN WRITING WITHIN FOUR DAYS AFTER YOU MOVE OF A FORWARDING ADDRESS WHERE YOU CAN BE REACHED AND WHERE YOU WILL BE RECEIVING MAIL; OTHERWISE YOUR LANDLORD SHALL BE RELIEVED OF SENDING YOU AN ITEMIZED LIST OF DAMAGES AND THE PENALTIES ADHERENT TO THAT FAILURE.
16. **NOTICE OF DAMAGES:** If Landlord claims damages to a rental unit and provides notice thereof in sending a written itemized list of damages including the estimated cost of repairs and cost assessed to the Tenant within 30 days after termination of occupancy, upon receipt of the list of damages the Tenant shall respond by ordinary mail to the address provided by the Landlord within 7 days, indicating in detail agreement or disagreement with the damage charges listed.
17. **LANDLORD'S OBLIGATIONS:** Landlord, on behalf of itself and its successors, agrees that:
 - a. Landlord will accept any payment made by the Tenant without regard to any other charges owed to landlord and to seek separate legal remedy for collection of any other charges which may accrue to Landlord;
 - b. The premises and all common areas are fit for the use intended by the parties to this lease;
 - c. The premises will be kept in reasonable repair during the term of this Lease and Landlord will comply with applicable health and safety laws of the state and of the local unit of government where the premises are located except when the disrepair or violation of the applicable health or safety laws has been caused by the Tenant's willful or irresponsible conduct or lack of conduct;
 - d. Landlord shall not discriminate against the tenant in the provision of services, or in any other manner, on the ground of race, age (unless with respect to an elderly housing project) Color, religion, sex, marital status, national origin, familial status or handicap.
 - e. Landlord may alter a provision of this Lease after its commencement without the Written consent of the Tenant for the following types of adjustments to be made upon written notice of not less than 30 days prior to the change:
 - (i) Changes required by federal, state or local law or rule or regulation;
 - (ii) Changes in rules relating to the property' which are required to protect the physical health, safety, or peaceful enjoyment of the Tenant and his or her guests.

18. **RENEWAL:** Unless terminated as provided in this Lease, this Lease may only be renewed for 12 months or one year, with the monthly rent to be determined by Landlord in accordance with this Lease and upon the same terms and conditions contained in this Lease.
19. **ACCELERATION:** If the Tenant should default under this Lease, Landlord shall have the right to accelerate the payment of the rent reserved for the balance of the term of this Lease and declare said amount due and payable to Landlord forthwith. If Landlord should elect to accelerate as above provided, the Tenant may not be liable for the total accelerated amount claimed by Landlord because of Landlord's obligation to minimized damages, and either Landlord or the Tenant may have a court determine the actual amount, if any, owed by the Tenant as a result of Landlord's acceleration.
20. **DAMAGE BY FIRE OR OTHER CASUALTY:** In the event the leased premises are destroyed or rendered un-tenantable by fire, storm, earthquake, or other casualty not caused by the negligence of the Tenant, or if the same are taken by eminent domain, this Lease shall be at an end from such time except for the purpose of enforcing rights that may have then accrued under this Lease. The rent shall then be accounted for between Landlord and the Tenant up to the time of such injury or destruction or taking of the premises, Tenant paying up to such date and Landlord refunding any rent collected for a time beyond that date. Should only a part of the leased premises be destroyed or rendered un-tenantable by fire, storm, earthquake, or other casualty not caused by the negligence of the Tenant, the rent shall abate in the proportion which the injured part bears to the whole lease premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which full rent shall recommence and this Lease shall continue according to its terms. A condemnation award shall belong exclusively to the Landlord.
21. **SUBORDINATION:** This Lease is and shall be subordinate to any mortgage now or hereafter executed and recorded with respect to the premises. The lien of any mortgage or mortgages, upon recording, shall be superior and prior to this lease or any rights created by this Lease, irrespective of the date of recording. The Tenant agrees to execute any instrument deemed necessary of desirable to further effect the subordination of this lease to any such mortgage or mortgages, and refusal to execute such agreement shall entitle Landlord or Landlord's successors, assignors, assignees, or legal representatives to the option of canceling this Lease, and the term of this Lease is expressly limited accordingly.
22. **NO WAIVER:** Failure of Landlord to enforce or demand strict performance of the terms, covenants, agreements and conditions contained in this Lease or any of them, shall not constitute or be construed as a waiver or relinquishment of Landlord's right to subsequently enforce such term, covenant, agreement or condition, which shall remain in full force and effect whether or not enforced.
23. **POSSESSION:** Tenant shall not be entitled to possession of the premises until (a) the Tenant and the Landlord have signed this lease, (b) the prior Tenant has vacated the premises, and (c) the Tenant has paid the rent for the first month of the lease term, the security deposit, the non-refundable application fee and any other lawful charge payable by the Tenant prior to taking possession which appears in the rental application. The inability of the Landlord to deliver possession of the leased premises to the Tenant at the beginning of the lease term shall not render Landlord liable to the Tenant for losses or damages suffered by Tenant; provided, however, that if Landlord cannot deliver possession of the premises to the Tenant at the beginning of the lease term, then the Tenant has the option of canceling the Lease by giving the Landlord written notice of the Tenant's intention to cancel. Should Tenant not elect to cancel this Lease Agreement as provided above, then the parties agree that the abatement of the rent due under the Lease for the period between beginning of the term and the time when the Landlord does deliver possession shall be considered as full settlement of any damages incurred due to the delay.
24. **FALSE STATEMENTS:** The Tenant acknowledges that statements concerning family income and composition are substantial and material with respect to the amount of rent which the Tenant is obligated to pay and the Tenant's right to occupy the premises. A false or incorrect statement, whether intentional or unintentional, shall give Landlord the right to (a) make appropriate adjustments in the rent, including adjustments to payments in respect to previous months and/or (b) terminate this or any subsequent lease. Additionally, Landlord or the Authority may invoke any applicable statutory penalty for such false statements.
25. **ADDRESS FOR NOTICE:** The name and address at which notices required under the Truth in Renting Act shall be given to the Landlord is: 3201 Michigamme Woods, Kalamazoo, MI 49006.
26. **ADDENDUM FOR DRUG-FREE HOUSING:** In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner and Tenant agree as follows:

1. Tenant, any members of the tenant's household, or a guest or other person under the tenant's control shall not engage in criminal activity, including drug-related criminal activity, on or near project premises. "Drug-related criminal activity" means the illegal manufacture, sale distribution, use or possession with intent to manufacture, sell distribute, or use a controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]).
2. Tenant, any member of the tenant's household or a guest or other person under the tenant's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near project premises.
3. Tenant or members of the household will not permit the dwelling unit to be used for, or to facilitate, criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. Tenant or members of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near project premises or otherwise.
5. Tenant, any member of the tenant's household, or a guest or other person under the Tenant's control shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, on or near project premises.
6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY.
7. A single violation of any of the provisions of this addendum shall be deemed a serious violation and a material non-compliance with the lease.
8. It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.
9. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.
10. This lease Addendum is incorporated into the lease executed or renewed this day between Owner and Tenant.

27. **ENVIRONMENTAL ADDENDUM**

Resident acknowledges that resident, its agents, guests and invitees, shall not cause or permit any hazardous material (as hereinafter defined) to be released, brought upon, stored, produced, emitted, disposed of, or used upon, about or beneath the premises. Resident shall not itself, or allow its agents, guests or invitees, to park or store on the premises any vehicle or machinery or apparatus which leaks or emits any gas, oil or petroleum products of any kind, or any hazardous substance or material anywhere on the Landlord's property. Hazardous material or substance means any material or substance or waste as defined in the Codes of the United States, or under any Federal, State or local Statute, Regulation, Ordinance or Policy.

The undersigned have read and understand the foregoing and are in complete agreement with the provision provided above.

28. **SMOKE DETECTORS –ADDENDUM**

1. The owner is responsible for providing smoke detectors on each level of "living" space within your apartment unit. Once a year inspections will be performed by the Owner to make sure the smoke detectors are in proper working condition.
2. If a "hearing impaired" smoke detector device is needed in your unit a written request must be submitted to the Owner.
3. Resident agrees not to tamper with, unhook, or disengage the smoke detector at any time.
4. Resident agrees to inform the Owner of any problems with the smoke detector, including failure of batteries or malfunction of any type.
5. At any time the Owner becomes aware that the Resident has disengaged their smoke detector immediate action may be taken to rescind all lease rights.

29. **WAIVER OF SUBROGATION:** Each party releases the other party from any liability for loss, damage or injury caused by the fire or other casualty for which insurance (permitting waiver of liability and waiver of insurer's right of subrogation) is carried by the insured party under such insurance policy Management, at its sole expense, shall obtain fire and extended coverage insurance covering the buildings in the apartment community. The Tenant, at the Tenant's sole expense, shall obtain fire and extended coverage insurance covering the Tenant's personal property in the premises and at the apartment community.

30. **SEVERABILITY:** If any provision of this Lease is or becomes invalid, such invalidity shall not in any way affect any of the other provisions of this Lease, which shall continue to remain in full force and effect.

- 31. **QUIET ENJOYMENT:** Upon the Tenant paying the rent and performing all of the other provisions of this Lease, Landlord agrees that the Tenant shall peacefully and quietly have, hold and enjoy the premises during the lease term.

- 32. **NOTICE OF INJURIES:** In the event of any damage to any of their property that is allegedly caused by the negligence of Landlord or its agents or employees, the Tenant shall give Landlord a written notice of the occurrence of the injury or damage within five (5) days of the happening thereof. The written notice shall be delivered to Landlord at Landlord's office set forth in Paragraph 1 above, or at such other address of which Landlord has given the Tenant written notice.

- 33. **REMEDIES NOT EXCLUSIVE:** Each and every of the rights, remedies and benefits provided by this Lease shall be cumulative and shall not be exclusive of any other of said rights, remedies and benefits or of any other rights, remedies and benefits allowed by law.

- 34. **LEASING BINDING:** The provisions of this Lease shall be binding upon all shall be for the benefits of Landlord and the Tenant and their respective successors in interest.

- 35. **LIABILITY:** In the event that this Lease should be signed by more than one person as the Tenant, then the liability of the person signing shall be joined and several. Which means that the Landlord has the right to pursue any one of the tenants for the entire tenant obligations in the lease?

- 36. **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 QUESTIONS ABOUT THE INTERPRETATION OR LEGALITY OF A PROVISION OF THIS AGREEMENT, YOU MAY WANT TO SEEK ASSISTANCE FROM A LAWYER OR OTHER QUALIFIED PERSON.

- 37. **TRUTH IN RENTING ACT AND OTHER STATUTORY PROVISIONS:**
 Landlord and the Tenant specifically agree that this Lease shall not and is not intended to violate or waiver any of the provisions of the Truth in Renting Act (MCL 554.631 to 554.641) or any of the statutes referred to therein relating to fitness and habitability, security deposit, civil rights, civil rights of handicapped persons, and consumer protection. If, however, any provision of this Lease does violate or waiver any statute or law, then such provision shall be null and void but the other provisions of this Lease shall continue in full force and effect.

Date: _____

 West Michigan Woods (Landlord)

 (Resident)

 (Resident)

 (Resident)

 (Resident)

 (Resident)

 Resident)

West Michigan Woods

ADDENDUMS / GENERAL RULES AND REGULATIONS

1. Landlord and its management company are empowered to enforce these rules and regulations. All rules and regulations shall be in effect at all times. Landlord shall have the right to change the rules and regulations after a thirty-day written notice to Tenant if the change is required to protect the physical health, safety or peaceful enjoyment of the Tenant and guests in the apartment community.
2. The sidewalks, entrances, passages, courts, vestibules, stairways, corridors and halls shall not be obstructed or encumbered or used by Tenants for any purpose other than ingress and egress to and from the premises. All of Tenant's boots, overshoes, throw rugs, umbrellas, and other personal property shall be kept within the premises at all times.
3. No sign, signal, illumination, advertisement, notice or any other lettering or equipment shall be exhibited, inscribed, painted, or affixed or exposed by Tenant in or at any window or on any part of the outside or inside of the premises or any building at the apartment community.
4. No shades, awnings or other projections including air conditioners, television or radio antennas, or wiring shall be placed upon or attached to or extended from the outside walls or roof of the premises or any building at the apartment community without the Landlord's prior written permission. Neither exterior window shades nor any other window attachment shall be placed on any of the windows without landlord's prior written approval. No signs or medallions of any kind shall be installed in the halls, on the mailboxes, on the doors or windows of the premises, or in any area outside the premises.
5. No person shall play in any area other than those specifically provided for such purpose by landlord. Parents shall be totally responsible for the actions of their minor children and or under age guests.
6. Landlord may retain a passkey to the premises. No Tenant shall add, remove or alter any lock or install a new lock or knocker on any door of the premises without the prior written consent of Landlord. If consent is given, the Tenant shall provide landlord with an additional key for Landlord's use pursuant to Landlord's right of access to the premises at reasonable times and to the extent permitted by law. Tenant shall be responsible for the replacement of any lost keys provided by Landlord.
Lock-out fee \$20.00 / Requested lock change \$40.00
7. Tenants shall take the necessary precautions to prevent their property from falling from windows or doors of the premises into any of the corridors, halls, stairways, entrances, and light shafts, ventilators or elsewhere in any building in the apartment community.
8. The Tenant shall do nothing in or about any building in the apartment community that will interfere with the rights, physical health, safety, peaceful enjoyment, comfort and convenience of other Tenants. No cooking equipment shall be utilized in a manner that is disturbing or annoying to other Tenants, nor shall any Tenant make any disturbing noises or create any annoying odors at any time. Tenants shall keep the entry door to their premises closed except during ingress and egress from the premises. **No musical instruments, radios, televisions or home or vehicle stereo systems shall be operated at a level which is disruptive to the rights, physical health, safety, peaceful enjoyment, comfort and convenience of other tenants.**

LESSEE specifically agrees not to use the premises for purposes of "hosting a party" where attendance will be open to the general public, or where the number of guests attending excluding LESSEE will exceed twenty-five (25) persons. LESSEE further specifically agrees not to use the grounds immediately surrounding the premises (lawns, parking lot, sidewalk, etc.) for purposes of hosting or conducting an outside party, picnic, or similar social gathering where, excluding LESSEE, more than the twenty-five (25) persons attend. There will be no bars for refreshment purposes of any kind, nor beer kegs allowed in the leased premises. A violation of this section subjects LESSEE to an additional \$250.00 rental charge for each and every social gathering held. It is the responsibility of LESSEE to notify law enforcement agencies to "break-up" or monitor any gatherings on the premises or grounds exceeding twenty-five (25) persons. Failure to do so will result in the aforementioned rental charge.
9. No pets shall be permitted at the apartment complex except with Landlord's written consent.

10. Windowsills shall be kept free from all of Tenant's personal property. Tenant shall install no additional air conditioning units without the prior written consent of Landlord. No tablecloths, clothing laundry, curtains, rugs or other personal property of the Tenant shall be shaken or hung from any of the windows, doors, terraces, or balconies. Landlord shall have the right to exclude the placement of Tenant's property on balconies, terraces and any common areas of the apartment community.
(Items allowed) Outdoor furniture and grills only on patios, decks and balconies.
11. The water closets, basins and other plumbing fixtures shall not be used for any other purpose other than those for which they were designed; no sweepings, rubbish, rags, or other improper articles shall be thrown into any of them.
12. The trees, shrubbery and planted areas are a vital and valuable part of the apartment community and the Tenant shall pay all damages resulting from any mutilations or defacing thereof for which Tenant is responsible.
13. None of Landlord's equipment may be removed from the premises or any part of a building in the apartment community. All such equipment shall be permanently retained in its original location.
14. Tenant shall be responsible for all damage to the premises, stairways, hallways, and any other part of the apartment community that may be caused by Tenant, Tenant's agent, and/or Tenant's guests, including damages caused by moving furniture or other bulky articles.
15. No spikes, tacks, screws, hooks or nails shall be driven into the walls, ceiling, woodwork or doors of the premise except that tenant may insert a reasonable number of small nails in the walls for the purpose of hanging pictures, mirrors, and/or decorative accessories. Tenant shall not otherwise mar or deface such walls, ceiling or woodwork. Tenant shall not use Scotch tape, stickers, and adhesive or picture hangers on the walls nor adhesive contact paper on the walls, shelves or in the drawers.
Tenant shall only have a telephone installed at the pre-wired locations in the premises.
Recess wall mounting of telephone equipment shall not be allowed.

**No alterations of any kind to the apartment, including the basement, such as painting, additional walls, doors, bedrooms or bars in the basement or any part of the unit without permission of Landlord.
Tenants are not allowed to have a bedroom in the basement without an emergency exit.
Specifically; a walkout patio door, or large egress window.**

16. Newspapers, cans, garbage and other refuse must be placed in the containers provided by Landlord for that purpose and Tenant shall keep the container lid, if any, tightly closed at all times. Tenant shall comply with governmental regulations relating to disposal by Tenants of garbage and other refuse. No litter, ashtrays nor any other refuse shall be dumped or disposed of in any parking areas or any other common areas at the apartment community. Management reserves the right to charge the Tenant for removal of any trash that is not properly disposed of. A \$30 fee will be imposed for each occurrence.
17. Tenant shall not store any kerosene, gasoline or other inflammable or explosive materials at the premises or in any apartment building.
18. No car or vehicle repairing, polishing or washing shall be done at any time in or about the apartment community.
19. Tenant shall not keep personal property of any kind on the lawns.
20. Tenant shall only cook or bake in the kitchen of the premises or at the barbecue grills, if any, provided by the Landlord. Tenant may barbecue on Tenant's balcony with a gas grill only, no charcoal grills or fire-pits allowed. Grills must be kept at least (5) five feet from the siding of the building. Tenant, in barbecuing, must be considerate of other tenants at the apartment community and keeps the balcony or terrace in orderly condition and free of any utensils and debris.
21. No riding of bicycles on the lawns or planted areas shall be permitted. Bicycles shall be kept in the areas designated by Landlord for such purpose, and at no time will other large articles be allowed on the lawn or planted area in the apartment community.
22. Only those persons listed as occupants in the Tenant's application for tenancy shall be allowed to occupy the premises without the Landlord's prior written permission.

- 23. No Tenant shall do or permit anything to be done in or about the premises, or bring or keep anything therein, that will in any way increase the rate of fire insurance on the apartment community or on the property therein. No Tenant shall perform any act in violation of the laws relating to fires or perform any act in violation of any insurance policy upon the buildings in the apartment community.
- 24. Landlord provides window blinds at no cost to the tenant's, Tenant's may install draperies on all of the windows in the premises at the Tenant's sole expense. All of the Tenant's draperies or their linings shall be of neutral color so as to achieve a neat and uniform exterior appearance. If a Tenant does not provide the draperies and/or lining, Landlord shall have the option to have tenant remove the window coverings.
- 25. Tenant shall not use waterbeds without Landlord's prior written consent.
- 26. Motorcycles, trucks, commercial vehicles, trailers, mobile homes or recreational vehicles shall not be parked in any parking space or carport at the apartment complex. If any vehicle is parked in the parking space or carport contrary to the provisions hereof, Landlord shall have the right, among others, to have the vehicle towed away and stored in a lawful manner, at Tenant's expense.
- 27. No vehicle shall be operated at a speed in excess of 10 miles per hour on the driveways, parking areas or any other part of the apartment community.
- 28. Tenant(s) will sign a separate Parking Rules and Vehicle Registration form which may have additional changes annually.

Date: _____

_____ West Michigan Woods (Landlord)

(Resident)

(Resident)

(Resident)

(Resident)

(Resident)

(Resident)

West Michigan Woods / CRIME FREE LEASE ADDENDUM

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.

In consideration of the execution or renewal of a lease of a dwelling unit identified in the lease, Owner and Resident agree as follows:

1. Resident, any member of resident's household or a guest or other person under the resident's control shall not engage in any criminal activity on or near said premise. "Drug related criminal and drug related criminal activity" means the illegal manufacture, sale, distribution, use, or possession of a controlled substance (as defined ACT 368 of the Public Acts of 1978 and ACT 104 of the Public Acts of 1988 as amended MCLA 333.7521 et seq). This shall include any and all possession with intent to manufacture, sell distribute, or use the same controlled substance as listed above.
2. Resident, any member of the resident's household or a guest or other person under the resident's control **shall not engage in any act intended to facilitate DISRUPTIVE and/or criminal activity, including loud parties and loitering** on or near the said premise.
3. Resident or any member of the household will not permit the dwelling unit to be used for, or to facilitate criminal activity, including loud parties and/or drug related activities, regardless of whether the individual engaging in such activity is a member of the household, or a guest.
4. Resident, any member of the resident's household or a guest, or other person under the resident's control shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance as defined in (ACT 368 of the Public Acts 1978 and ACT 104 of the Public Acts of 1988 as amended MCLA 333.7521 et seq), at any locations, whether on or near the dwelling unit premise or otherwise.
5. Resident, any member of the resident's household, or a guest. Or any other person under the resident's control shall not engage in any disruptive activity including **gang activity, (which shall include but not limited to wearing and/or displaying gang 'colors', graffiti, signs, or symbols), threatening or intimidating, assaultive activities, discharge of firearms on or near the dwelling unit, or any breaches of the lease agreement that otherwise jeopardizes the health, safety, and welfare of the landlord, his agent(s), or any other tenants or involving imminent or actual property damage.**
6. **VIOLETION OF THE ABOVE PROVISIONS SHALL BE MATERIAL AND IRREPARABLE VIOLATIONS OF THE LEASE AND GOOD CAUSE FOR THE TERMINATION OF TENANCY, A SINGLE violation of any of the provisions of this added addendum shall be deemed a serious violation and a material and irreparable non-compliance. It is understood that a single violation shall be good cause for immediate termination of the lease. Unless otherwise provided by law, proof of the violation shall not require criminal conviction, but shall be by a preponderance of the evidence. The landlord may defer termination for cause; however 3 violations of any type in a 12 month period SHALL result in termination of tenancy.**
7. In case of a conflict between the provisions of this addendum and any other provisions of the lease, the provisions of this addendum shall govern.
8. This **LEASE ADDENDUM** is incorporated into the lease executed or renewed this day between Owner and Resident.

Date

Landlord

Resident

Resident

Resident

Resident