

WABEEK FAIRWAYS WEST NO. 2

FORMS

**ADDENDUM TO LEASE
WABEEK FAIRWAYS WEST NO. 2**

Between _____ (Landlord)
And _____ (Tenant)
Regarding _____, Bloomfield, MI
Unit _____, Wabeek Fairways West No. 2 (the "Leased Premises")

The following provisions shall be incorporated into the above referenced Lease as fully as if set forth therein, and shall control over any contrary provisions in the Lease:

1. Compliance with Condominium Documents and Municipal Ordinances. The Leased Premises consist of a Condominium Unit in Wabeek Fairways West No. 2 (the "Condominium"). Tenant's right to use and occupy the Leased Premises shall be subject and subordinate in all respects to the provisions of the Amended and Restated Consolidating Master Deed, the Condominium Bylaws, the Association's Rules and Regulations, and any other document referred to those documents that affect the rights and obligations of a Co-owner or occupant in the Condominium (collectively and as may be amended, the "Condominium Documents"). Failure by Tenant, or any person on the Leased Premises or Condominium as a result of Tenant's occupancy, to comply with the provisions of the Condominium Documents shall constitute a material breach of the Lease. Landlord and Tenant shall comply with all municipal ordinances relating to leasing of the Leased Premises.

2. No Assignment or Subletting. Tenant shall not assign the Lease and shall not sublet the Leased Premises.

3. Release. Except as otherwise provided in the Condominium Documents or by law, Tenant hereby releases and holds Wabeek Fairways West II Condominium Association (the "Association") harmless from any damage or injury occurring on or about the Leased Premises to Tenant, their family members, guests, or invitees, or to any personal property whatsoever that may be on the Leased Premises.

4. Assessment Arrearage. As more fully set forth in the Condominium Documents, if Landlord should be in arrears to the Association for assessments, the Association may give written notice of the arrearage to Tenant, and Tenant thereafter shall deduct from rental payments due Landlord the arrearage set forth in the notice, together with future assessments as they fall due, and pay them to the Association. Any such deduction shall not constitute a breach of the Lease by Tenant.

5. Addendum Provisions Control. In the event any provision in this Addendum conflicts with any provision of the Lease, this Addendum shall control.

The parties have executed this Addendum this _____ day of _____, 20__.

LANDLORD

TENANT

Signature

Signature

Print Name

Print Name

**REQUEST FOR MODIFICATION APPROVAL
WABEEK FAIRWAYS WEST NO. 2**

MODIFICATION AND ALTERATION AGREEMENT
WABEEK FAIRWAYS WEST NO. 2

This Modification and Alteration Agreement (“Agreement”) dated this ____ day of _____, 20__, is by and between Wabeek Fairways West II Condominium Association (the “Association”), and _____ (“Co-owner”), with an address of _____.

A. The Co-owner is the owner of record of Unit ____ (the “Unit”), which Unit is located in Wabeek Fairways West No. 2, a condominium project established upon land located in Oakland County, Michigan, pursuant to the Second Amended and Restated Consolidating Master Deed recorded in Liber 60861, Page 82, et seq., Oakland County Records, and known as Oakland County Condominium Subdivision Plan No. 237 (the “Condominium”).

B. The Co-owner has requested permission from the Board of Directors to alter or modify the Common Elements of the Condominium in the following manner and in accordance with the request for modification submitted to the Board (the “Alteration”):

C. Based upon information submitted by the Co-owner, the Board has determined that the Alteration does not impair the structural integrity of a structure, lessen the support of any portion of the Condominium, nor impair the soundness, safety, utility or appearance of the Condominium, and therefore desires to grant permission to the Co-owner for installation and maintenance of the Alteration, but only upon the conditions set forth in this Agreement.

In consideration of the mutual covenants and promises contained in this Agreement, the Board of Directors grants approval for the installation and maintenance of the Alteration, but only upon the following conditions, restrictions, and agreements:

1. If applicable, the Co-owner shall supply the Board of Directors with detailed plans, including all required engineering structural calculations if required, indicating any destruction, change to or connection with any existing Common Elements (the “Plans and Specifications”). The Board of Directors’ approval is conditioned upon the Co-owner’s compliance with the Plans and Specifications. Further, if applicable, the Co-owner covenants that the Alteration will be performed by contractors licensed in Michigan and fully insured and that all necessary municipal permits and inspections will be secured.

2. The Co-owner shall be solely responsible for, and shall fully indemnify and hold the Association harmless from, any and all maintenance, repair and replacement of the Alteration, damages or costs resulting from the Alteration and the costs of any repair, replacement or maintenance of any other Common Elements necessitated or caused by the Alteration, for so long as the Alteration is in existence. Depending on the specific type of Alteration, it is expressly understood that such responsibility shall include, but not be limited to, responsibility for damages from flooding or water infiltration to any other unit or Common Element caused by the Alteration, personal injury caused by or during installation of the Alteration, and any damages to the Unit, any other unit or Common Elements by way of settlement, failure of support, water or otherwise resulting from the Alteration. Should the Association need to access any Common Elements which necessitates the removal of all, or part, of the Alteration, the Co-owner shall remove and replace that portion of the Alteration required by the Board of Directors at the Co-owner's sole expense. In the case of emergencies, the Association shall be entitled to remove those portions of the Alteration as the Board of Directors deems necessary, and to charge any expense incurred to the assessment account of the Co-owner. Similarly, should the Board of Directors determine, in its sole discretion, that the alteration is not being properly maintained, repaired or otherwise cared for by the Co-owner, or that the alteration is causing damage to the Common Elements, the Association shall have the right to perform the required repair or maintenance and to charge the costs incurred in so doing to the Co-owner's assessment account. Any such sums assessed shall be due and payable immediately upon assessment, and shall constitute an assessment under the provisions of the Bylaws for the Condominium, and shall be secured by the statutory lien against the Unit, to be collected in any manner authorized by the Bylaws and the Michigan Condominium Act for collection of assessments.

3. The Co-owner shall complete installation of the Alteration in accordance with this Agreement within six months of the date of this Agreement. Failure to complete within this time frame shall result in the automatic revocation of the Association's approval under this Agreement.

4. The Co-owner shall be solely responsible for insuring the Alteration both as to casualty and general liability. The Co-owner shall provide evidence of such coverage to the Association upon request.

5. The Co-owner completely and fully indemnifies and agrees to hold harmless the Association, including its members, directors, officers, managers, agents, successors and assigns, from any liability, damages, claims, actions, judgments or responsibility whatsoever, now or in the future, known or unknown, foreseeable or unforeseeable, by any party whatsoever, for any actions, conduct or decisions in any way related to the Alteration and the permission given by this Agreement. This indemnification shall include any and all costs or expenses incurred by the Association including, without limitation, attorneys' fees, defense costs, and other expenses.

6. If the Alteration is no longer in use or intended to be used, it shall be promptly removed and the premises restored to the condition existing prior to the installation of the Alteration, at the Co-owner's sole cost and expense.

7. The terms of this Agreement shall run with and bind the Unit, and the rights and responsibilities under this Agreement shall pass to the respective party's successors, assigns, heirs,

legal representatives and all those who may subsequently acquire an interest in the Unit. It is expressly understood that the permission and approval granted herein shall extend only to the Alteration.

8. This document may be recorded with the Oakland County Register of Deeds to give all interested parties constructive notice of its terms.

[Signatures on Following Page]

The parties have executed this Agreement of their own free will, after consultation with legal advisors of their choice, with knowledge of its contents, on the day and year appearing above.

CO-OWNER

[sign]

[print name]

ASSOCIATION

Wabeek Fairways West II Condominium Association, a Michigan Nonprofit Corporation

By: _____

Name: _____

Title: President

STATE OF MICHIGAN)

)

COUNTY OF OAKLAND)

) SS:

On _____, 20__, before me personally appeared _____, an individual, known to me to be the person who executed the above Agreement.

, Notary Public

County, Michigan
Acting in _____ County, Michigan
My Commission Expires:

STATE OF MICHIGAN)

)

) SS:

COUNTY OF OAKLAND)

)

On _____, 20__ before me personally appeared _____, the President of Wabeek Fairways West II Condominium Association, a Michigan Nonprofit Corporation, who executed the above Agreement on behalf of the Corporation.

Document drafted by
and when recorded return to:

, Notary Public

County, Michigan
Acting in _____ County, Michigan
My Commission Expires:

**DESIGNATED VOTING REPRESENTATIVE
WABEEK FAIRWAYS WEST NO. 2**

The undersigned, being the Co-owner(s) of Unit No. _____
(Address: _____) in WabEEK Fairways West No. 2,
designate(s) _____, pursuant to the Bylaws, as the individual
representative who shall vote at meetings of the Association and receive all notices and other
communications from the Association on behalf of the undersigned Co-owner(s).

The address at which such designee shall receive notices is:

It is agreed that the above designated individual may cast the vote for the Unit and be counted for
quorum purposes at any meeting of the Association.

Note: All Co-owners of the Unit must sign

Co-owner

Co-owner

Co-owner

Co-owner

Dated: _____, 20__

Please complete this form and return it to the Association by delivering it to the Association, c/o
WabEEK Fairways West II Condominium Association, Attn: Angela Williams. When emailing
please utilize the following address: awilliams@highlandergroup.net. When please utilize the
following mailing address: 32878 Orchard Lake Rd First Floor, Keego Harbor, MI 48320

AUTHORIZATION TO RECEIVE ASSOCIATION NOTICES VIA EMAIL
WABEEK FAIRWAYS WEST NO. 2

Dear Co-owner:

To provide more timely, effective, and efficient communications and notices to the members of Wabeek Fairways West II Condominium Association, the Board of Directors is seeking your authorization to receive Association notices and communications via email.

If you agree to receive future notices and communications by email rather than by mail, personal delivery or other method of service, please provide the information requested below, sign and date this form, and return it to the Association by emailing it to Angela Williams of Wabeek Fairways West II Condominium Association at awilliams@highlandergroup.net or by mailing your completed form to Wabeek Fairways West II Condominium Association, c/o Wabeek Fairways West II Condominium Association, Attn: Angela Williams, 2878 Orchard Lake Rd First Floor, Keego Harbor, MI 48320.

AUTHORIZATION

I authorize Wabeek Fairways West II Condominium Association to use the email address set forth below to deliver all notices and communications that the Association is permitted or required to deliver under the Michigan Nonprofit Corporation Act, the Michigan Condominium Act, and the Condominium Documents. I acknowledge that the Association will utilize the email address specified below in lieu of sending any notices or communications by mail, personal delivery or any other method of service, including without limitation meeting notices, assessment notices, violation notices and ballots, except to the extent as may be specifically required by the Michigan Nonprofit Corporation Act or the Michigan Condominium Act.

I acknowledge that this authorization will remain in effect until I provide the Association written revocation of this authorization. I also acknowledge that if I wish to discontinue receiving notices and communications at the specified email address, or if I wish to change the specified email address, it is my obligation to notify the Association of the same in writing.

I have executed this authorization on _____, 20__.
(date must be inserted)

Designated email address for future notices: _____

Co-owner*

Co-owner*

(signature) (required)

(signature) (required)

(print name) (required)

(print name) (required)

(unit no.) or (address) (required)

* This Authorization must be executed by the designated voting representative for the subject Unit, or in the absence of such designation, all Co-owners of the Unit.

**VACANT UNIT CONTACT INFORMATION FORM
WABEEK FAIRWAYS WEST NO. 2**

Co-Owner Name: _____

Co-Owner Unit Address: _____

Co-owner's Designated Representative contact information:

Representative Name: _____

Representative Home Phone number: _____

Representative Cell Phone number: _____

Co-Owner Destination Address: _____

Co-Owner Destination Phone Number: _____

Start date of vacancy: _____

Estimated return date: _____

**Co-owner verifies that the Unit is prepared in compliance with Wabeek Fairways West II
Condominium Association Vacant Unit Policy:**

Co-owner Signature: _____

Date: _____

CO-OWNER RECORD REQUEST FORM
WABEEK FAIRWAYS WEST NO. 2

Date: _____
Co-owner Name(s): _____
Address or Unit Number: _____

1. State all Books and Records Requested:

2. State with reasonable particularity the purpose of the inspection of each of the Books and Records listed in Paragraph #1:

3. State how each of the requested Books and Records listed in Paragraph #1 are directly connected with the purpose stated in Paragraph #2:

By signing and submitted this Co-owner Record Request Form, I am acknowledging that the Association will consider this request in light of the applicable provisions of the Michigan Nonprofit Corporation Act, the Michigan Condominium Act, and the Rules Regarding Access to Association Books and Records. I further acknowledge that use of this Co-owner Request Form does not in and of itself guarantee production of any or all of the requested Books and Records.

Co-owner Name

Co-owner Name