

LEASE AGREEMENT

Maurer Management & Properties INC. 734 487-7182
www.maurermanagement.com

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.

AGREEMENT OF LEASE, made this _____ day of _____, 20__, between _____, hereinafter referred to as Landlord, or Managing Agent, whose address for the purpose of notice under Michigan Compiled Laws ("MCL") 554.631 to 554.641 is _____

and _____, hereinafter referred to as the Tenant.

WITNESSETH:

That the Landlord hereby leases to the Tenant and the Tenant hereby hires and takes from the Landlord:

Premises: _____ Maximum Number of Occupants _____

Term: Beginning Date _____
Ending Date _____

YOU MUST NOTIFY YOUR LANDLORD IN WRITING WITHIN 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.

Rent: Total for Term - \$ _____ Late Charges: \$ _____

Monthly Rent - \$ _____
Rent is due on the 1st of the month. There is a 4 day grace period, if not paid by the 5th day of the month the late fee of \$40.00 dollars applies.

Security Deposit: \$ _____. This deposit is secured by [____ bond _____ deposit] by or at the following institution: _____.

Non-refundable administrative fee: \$ _____
Non-refundable prep fee upon move out \$ 50.00

Utilities:

Provided and paid for by Landlord:
Heat [] Electric [] Water/Sewer [] Other [] Snow Removal/Lawn Care []
Provided and paid for by Tenant:
Heat [] Electric [] Water/Sewer [] Other [] Snow Removal/Lawn Care []

Landlord

Tenant

Tenant

Attachments:

- 1. Terms and Conditions
- 2. Rules and Regulations
- 3. Addendums
 - AA-ST []
 - GR []
 - PK []
 - PT []
 - YP-PRIV []

Attachment No. 1

GENERAL TERMS AND CONDITIONS

Attachment to Lease between _____,
(Landlord) and _____, (Tenant).

2. RULES AND REGULATIONS:

The tenant promises and agrees for himself, the members of his family and his invitees and guests, to consult and conform to the Rules and Regulations governing the demised premises and to any reasonable changes or new regulation that the Landlord may deem necessary for the protection of the building and the general comfort and welfare of the occupants of same. Landlord agrees that at such time as certain "common areas" have been completely erected, Tenant may use said common areas pursuant to rules and regulations now or hereafter at any time promulgated by Landlord, in common with other tenants of Landlord provided nothing herein shall be deemed to impose upon Landlord either any obligation with respect to the construction or completion of such common areas, or any limitation of time within which such common areas or any of them shall be completed. "Common areas" as used in this paragraph, means swimming pool, laundry, parking lot, halls, stairway and storage areas. Tenant shall abide by all rules and regulations of Landlord relating to common areas and Tenant shall be responsible for compliance therewith by both members of Tenant's household and Tenant's invitees. Any breach of any such rule or regulation shall permit Landlord to terminate this tenancy on written notice to Tenant.

3. ASSIGNMENT:

It is expressly understood and agreed by the Tenant that the Tenant's leasehold interest may not be assigned or sublet in whole or in part without, in each case having first obtained the written consent of the Landlord.

4. RIGHT TO MORTGAGE:

The Landlord reserves the right to subject and subordinate this lease at all times to the lien of any mortgage or mortgages now or hereafter placed upon the Landlord's interest in the said premises and on the land and buildings of which the said premises are a part or upon any buildings hereafter placed upon the land of which the demised premises form a part. And the Tenant covenants and agrees to execute and deliver upon demand such further instrument or instruments subordinating this lease to the lien of any such mortgage or mortgages as shall be desired by the Landlord and any mortgagee or proposed mortgagees and hereby appoints the Landlord the attorney in fact of the Tenant irrevocably to execute and deliver any such instrument or instruments for and in the name of the Tenant.

5. ACCESS TO PREMISES:

It is expressly understood and agreed by the Tenant that the Landlord or its agent shall have free access at all reasonable hours to the premises hereby leased for the purpose of examining the same or exhibiting same to prospective buyers or tenants, or for making alterations or repairs on said premises which the Landlord may desire to make.

6. ALTERATIONS:

Tenant shall make no alterations, decorations additions or improvements in or to demised premises without Landlord's prior written consent, and then only by contractors or mechanics approved by Landlord. All such work shall be done at such times and in such manner as Landlord may from time to time designate. All alterations, additions or improvements upon demised premises, made by either party shall become the property of Landlord, and shall remain upon, and be surrendered with said premises, as a part thereof at the end of the term hereof. Any mechanic's lien filed against the demised premises, or the building of which the same form a part for worked claimed to have been done for, or materials claimed to have been furnished to Tenant shall be discharged by Tenant within ten (10) days thereafter at Tenant's expense, by filing of the bond required by law.

7. CONDITION OF PREMISES:

Tenant hereby accepts the demised premises in their present condition at the date of the execution of this lease. And the Tenant hereby covenants and agrees that Tenant will not cause, allow or permit any waste, misuse, or neglect of the premises or of any furnishings therein provided by the Landlord and warrants against same and does hereby covenant and agree to pay for all damages so caused and the Tenant further agrees that he will not permit any members of his family, invitees or guests to commit such waste, or misuse, and in the event that any such persons shall cause, waste, misuse, or through their neglect shall cause damages, then the Tenant expressly covenants and agrees to pay for all such damages caused and full rent for the period the premises are damaged whether or not the unit is habitable. And the Tenant further covenants and agrees during the continuance of his occupancy of the herein demised premises to keep same in as good repair and at the expiration of the term, yield and deliver up the same in the condition as when taken, reasonable use and wear thereof alone excepted.

In the event the Tenant shall neglect to repair or pay for damages caused by waste, misuse or neglect as aforesaid, then the amount thereof shall be due from the Tenant to the Landlord on the first day of the month following the incurring of such damages and it is further expressly understood and agreed that in the event that Tenant shall fail to make all necessary repairs, then the Landlord at its option may enter upon said premises and make such repairs and the expense so incurred shall be due from the Tenant to the Landlord on the first day of the month following the incurring of such expense.

8. ACTS OR OMISSIONS OF OTHERS:

The Landlord and its employees or agents or any of them shall not be responsible or liable to the Tenant for any loss or damage that may be occasioned by or through the acts or omissions of other tenants, their guests or invitees, occupying any other part of the building of which the said rented premises are a part, or of persons who are trespassers in said building, or for any loss or damage resulting to the Tenant or his property not resulting from the acts or omissions of Landlord from bursting, stoppage, backing up or leaking of water, gas, electricity or sewers or caused in any other manner whatsoever.

9. ADDITIONAL AREAS:

It is expressly understood and agreed by the Tenant that if the Landlord shall furnish any automobile parking space, laundry drying space, "common Areas" as defined in Paragraph 2 or any other facilities outside of the residence herein expressly demised to the Tenant, same shall be deemed gratuitously furnished by the Landlord and that if any person shall use the same, such person does so at his or her own risk and upon the express understanding and stipulation that the Landlord shall not be liable for any loss of property through theft, casualty, or otherwise or for any damage or injury whatever to person or property, not resulting from the act or omissions of Landlord.

10. NOTICE OF INJURIES:

In the event of any injuries to the Tenant or his family or to any property of the Tenant or his family through any act or omission of the Landlord, its agents, and/or employees, the Tenant agrees to give the Landlord a written notice of the occurrence of said injury within five (5) days of the happening thereof. Said notice must be in writing and delivered to the Landlord at the address stated above.

11. UTILITIES:

Tenants agree to assume billing and payment responsibility for utilities to be furnished by them and will timely make all necessary arrangements therefor.

12. USE OF PREMISES:

The Tenant shall not use, or suffer or permit any person or persons in any manner whatsoever to use said demised premises for any purpose in violation of the laws of the United States or of the State of Michigan or of the ordinances or other regulations of the local governmental unit or of any other lawful authority, and shall not permit or allow any games of chance to be carried on, in or about said premises, and that during said term said demised premises and every part thereof shall be kept by the Tenant in a clean and wholesome condition, and that all health and police regulations shall in all respects and at all times be fully complied with by said Tenant and that he will at no time employ any person or persons in or about the premises whose employment may by law constitute or create a liability on the part of the Landlord.

13. FIRE DAMAGE:

In case the premises hereby leased shall be partially damaged by fire or other cause at any time during the said term they shall be repaired by the Landlord or any insurance company on its behalf, with all reasonable dispatch and a proportionate reduction of rent shall be allowed the Tenant for the time occupied in such repairs, excepting (a) if the Tenant can use and occupy the demised premises without substantial inconvenience there shall be no reduction of rent and (b) if said repairs are delayed because of the failure of said Tenant to adjust his own insurance (if any) no reduction shall be made beyond a reasonable time allowed for such adjustment and (c) if such fire damage shall be caused by tenant's or other occupants' willful or negligent acts, there shall be no abatement of rent. In case the damage by fire or other cause shall amount substantially to the destruction of the premises hereby leased, then and in that event, this lease shall become null and void and the responsibilities of the Landlord and Tenant, each to the other, with reference to the unexpired term, shall cease provided, however, that Tenant shall be responsible for rent for the unexpired term of the lease if such fire damage shall be caused by tenants or other occupant's willful or negligent acts. In determining reasonable dispatch the procedures and preferences of the insurance company involved will be considered reasonable.

14. EMINENT DOMAIN:

If the whole or any part of the premises hereby leased shall be condemned or taken by any County, Federal, State or other authority for any purpose, then the term of this lease shall cease on the part so taken from the day the possession of that part shall be required for any purpose and the rent shall be paid up to that day and from that day the Tenant or Landlord shall have the right either to cancel this lease and declare the same null and void, or to continue in the possession of the remainder of the same under the terms herein provided, except that the rent shall be reduced in proportion to the amount of the premises taken for such public purpose. All damages awarded for such taking for any public purpose shall belong to and be the property of the Landlord, whether such damage shall be awarded as compensation for diminution in value to the leasehold or to the fee of the premises herein leased. Any condemnation of either the "common areas" defined in Paragraph 2 or parking areas shall not affect any cancellation of, or right to cancel this lease and any such condemnation shall result in no diminution of Tenant's rent.

15. DELAY IN REPAIRS:

It is expressly understood and agreed that whenever repairs to be made by the Landlord shall be delayed because of factors beyond its control, the obligation of the Tenant hereunder shall not be affected whatsoever thereby, nor shall any claim accrue to the Tenant against the Landlord, or its assigns, by reason thereof.

16. RENTAL INCREASES:

Upon 30 days written notice, the Owner may increase the amount of rental payments under this Lease to cover additional costs in operating the rental premises incurred by the Owner because of increases in ad valorem property taxes charges for the electricity, heating, fuel, water, or sanitary sewer services consumed at the property, or increases in premiums paid for liability, fire or workers compensation insurance.

17. DEFAULT IN PAYMENTS:

If the Tenant shall be in default in the payment of rent hereunder or of any additional charges due hereunder, then after notice, as required by law Landlord may institute immediate legal proceedings against the Tenant so that the Landlord may obtain possession of the premises and damages. Such repossession shall not constitute forfeiture or termination of the obligation of the Tenant to pay rent.

18. DEFAULT OTHER THAN PAYMENTS AND TERMINATION:

If the premises shall become abandoned the Landlord or the agent of the Landlord may terminate this lease and re-enter the demised premises and remove persons and property therefrom and is entitled to collect whatever additional rents are applicable by law.

Upon the occurrence of a default in any covenant, term, condition or provision of this lease, Landlord shall have the right to terminate the lease and shall be entitled to possession of the premises. Landlord may make its election to terminate known to Tenant by delivery of a notice of termination. Such termination shall be effective according to its terms and Landlord shall be entitled to forthwith commence an action in summary proceedings to recover possession of the premises. Such repossession shall not constitute forfeiture or termination of the obligation of the Tenant to pay rent. Tenant waives all other notice in connection with such termination, including by way of illustration but not limitation, notice of intent to terminate, demand for possession or payment, and notice of re-entry.

19. RECEIPT OF MONEY AFTER TERMINATION OF LEASE:

No receipt of money by the Landlord from the Tenant after the termination of this Lease shall reinstate, continue or extend the term, nor waive or affect any notice given by the Landlord to the Tenant prior to such receipt of money.

20. EXPENSE OF PROCEEDINGS:

If the Tenant shall at any time be in default hereunder, and if the Landlord shall institute an action or summary proceedings against the Tenant based upon such default, then the tenant will reimburse the Landlord for the expense of attorney's fees and disbursement thereby incurred by the Landlord so far as they are permitted by law and all other damages, and that so long as the Tenant shall be a Tenant hereunder the amount of such expense shall be due from the tenant to the Landlord on the first day of the month following the incurring of such respective expenses.

21. JOINT LIABILITY:

In the event that this instrument shall be executed on behalf of the Tenant or Tenants by more than one person, then the liability of the persons so signing shall be joint, and several, and a judgment entered against one shall be no bar to an action against the others.

22. MITIGATION:

Nothing contained herein shall be deemed to limit the duty of tenant to mitigate tenant's damages in the event of a breach by Landlord of its duties hereunder.

23. ABANDONED PROPERTY:

If the Tenant shall vacate or abandon the demised premises and leave any personal property either in the demised dwelling or anywhere about the building, or its courtyards, then such property shall be deemed abandoned by the Tenant.

24. POSSESSION:

The Tenant shall not be entitled to possession of the dwelling demised herein, or any part thereof, until the full payment of the security deposit and first month's rent as hereinbefore provided, and until vacating of the premises by the prior tenant.

25. FLOOR COVERING - CONDITION OF OCCUPANCY:

Any carpeting installed in or on the demised premises, whether installed by or at the expense of either Landlord or Tenant, shall become the property of Landlord upon its installation and shall not be removed by Tenant at any time thereafter.

26. DELAY OF POSSESSION:

It is understood that if the Tenant shall be unable to enter into and occupy the premises hereby leased at the time above provided, by reason of the said premises not being ready for occupancy, or by reason of the holding over of any previous occupant of said premises, or as a result of any cause or reason beyond our control, the Landlord shall not be liable in damages to the Tenant therefore, but during the period the Tenant shall be unable to occupy said premises as hereinbefore provided, the rental therefore shall be abated. The Landlord shall be the sole judge when premises are ready for occupancy.

27. HOLDING OVER:

The tenants agree that any holding over beyond the expiration of this lease, without the express written consent of the landlord, is unauthorized. The parties also acknowledge that the damage caused to landlord by unauthorized holding over is difficult to estimate but that it may include the loss of rent from a prospective tenant, the payment of room and board for a prospective tenant, additional administrative costs on the part of landlord and additional costs for preparing the unit for subsequent tenants at a time other than when originally scheduled. In the event the holding over results in the loss of a subsequent tenant to whom the landlord had rented the premises but to whom the landlord was unable to give possession because of tenant's holding over, tenant shall be liable to the landlord for all rents lost from said subsequent tenant from and after the date tenant actually vacates, subject to credit for sums received by landlord as a result of mitigation of damages.

28. SECURITY DEPOSIT:

The Tenant has deposited and the Landlord herewith has acknowledged the receipt of a security deposit as shown on the face of this lease which is to be retained as security for the faithful performance of all covenants, conditions, and agreements of this lease, but in no event shall the landlord be obligated to apply the same upon rent or other charges in arrears or upon the actual damages to the demised premises caused by the tenant, in excess of reasonable

wear and tear, but the landlord may so apply the security deposit at its option. The Landlord's right to the possession of the premises for nonpayment of rent or for any other reason shall not in any event be affected by reason of the fact that the Landlord holds this security. The said sum if not applied toward the payment of rent in arrears or toward the payment of damages suffered by the Landlord shall be returned to the Tenant when this lease is terminated according to these terms, and in no event is the security to be returned until Tenant has vacated the premises and delivered possession to the Landlord. Said security is to draw no interest while held by the Landlord. In the event that the Landlord repossesses itself of the said premises because of the tenant's default, the Landlord may apply the security deposit upon the actual damages caused to the demised premises by the tenant, in excess of reasonable wear and tear, or to any rent in arrearage, rent due for premature termination of this lease, or for utility bills not paid by tenant. Nothing contained herein to the contrary withstanding the Landlord shall at all times keep the Security Deposit in accordance with the provisions of Act 348 of Michigan Public Acts of 1972.

29. TRANSFER OF SECURITY DEPOSIT:

In the event of a sale of the building of which the demised premises are a part, the Landlord or its assigns shall have the right to transfer the security deposited by the Tenant to the purchasers for the benefit of the Tenant and the Landlord or its assigns. In that event the Tenant will be given notice of the transfer and the name and address of the purchaser by ordinary mail and upon such notification the Landlord shall be released from all liability to the tenant for the return of the deposit.

30. APPLICATION FOR TENANCY:

This lease is given in pursuance of the application for tenancy submitted by Tenants, and the representations, conditions and provisions of that application are as much a part of this lease as if incorporated herein. The Landlord has, at its sole option, the right to void and cancel this lease if the Tenants misrepresented any material in the application. If the Tenants are not employed full-time, Landlord may at its option require a co-signature by a parent, guardian, or other guarantor acceptable to Landlord.

31. MODIFICATIONS:

Any modifications of this agreement or any collateral agreement with respect to the relationship between the Landlord and Tenant shall not be binding upon the Landlord unless the same be made in writing and signed by an authorized representative of the Landlord. In the event that the lease herein or any of its provisions or covenants shall be modified or stricken out, or new covenants added thereto, said changes shall not be considered a termination of this instrument, but the same shall continue in full force and effect as so changed.

32. NOTICE:

Whenever, under this lease, provision is made for notice of any kind, it shall be deemed a sufficient notice and service thereof if the said notice to the Tenant is in writing addressed to the demised premises of the Tenant, and deposited in the mail and notice to the Landlord shall be deemed sufficient notice and service thereof if the notice is in writing addressed to the Landlord at the address indicated on the face of this lease and deposited in the mail.

33. REMEDIES NOT EXCLUSIVE:

It is agreed that 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. SEVERABILITY:

Invalidation of any of the provisions herein contained by judgment or court order shall in nowise affect any of the other provisions which shall remain in full force and effect.

35. WAIVER:

One or more waivers of any covenant, term, condition or provision of the Lease by either party shall not be construed as a waiver of a subsequent breach of the same covenant, term, condition or provision, and the consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed a waiver of Landlord's consent or approval to or of any subsequent similar act by Tenant. No breach of a covenant, term, condition or provision of this Lease shall be deemed to have been waived by Landlord, unless such waiver (i) is in writing signed by Landlord; (ii) identifies the breach, and (iii) expressly states that it is a waiver of the identified breach.

36. ESTOPPEL:

The parties agree that they shall rely solely upon the terms of this Lease to govern their relationship. They further agree that reliance upon any representation, act or omission outside the terms of this Lease shall be deemed unreasonable, and shall not establish any rights or obligations on the part of either party.

37. CAPTIONS:

The Captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this lease nor the intent of any provisions thereof.

38. LEASE BINDING:

The covenants, conditions and agreements contained in this lease shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, distributees, executors, administrators, successors, and, except as otherwise provided in this lease, their assigns.

39. NOTICE OF INTENTION TO SURRENDER:

Any other provision of this lease to the contrary notwithstanding at least thirty (30) days before the expiration of the term of the lease, the Tenant shall give the Landlord written notice of intention to surrender said premises at the expiration of such term. Tenant acknowledges that Landlord and its agent employ marketing techniques in the renting of the apartment premises comprising this community; that such techniques consist of the doing of certain acts timed in accordance with a tenants vacation of the premises; that Landlord and its agent require notice of a tenants anticipated vacation thirty days prior to such vacation to adequately schedule its marketing practices; and that if such notice is not given, Landlord and its agent will incur damages and increased costs.

40. CARPETING AND DRAPES:

In those cases where Landlord supplies carpeting and/or drapes, it is with the understanding and agreement that the Tenant shall be responsible for the maintenance of said carpeting and drapes and agrees to have same cleaned by a reputable firm at least once a year.

41. PERSONAL PROPERTY:

Tenant may not enter into or place any property into the demised premises prior to the effective date of this lease. Landlord assumes and shall have no responsibility whatsoever for the condition, safety or security of any property so placed.

42. TRUTH IN RENTING ACT (MCL 554.631 to 554.641) PROVISIONS:

Landlord and Tenant specifically agree that this lease shall not, is not intended, or shall be construed, to violate any of the provisions of the Truth in Renting Act. If however, any provisions of this lease does, in fact, reach any such result, then such provision shall be null and void but the other provisions of this lease shall continue to remain in full force and effect. As to any violation of applicable law cured by notice pursuant to the terms of the Truth in Renting Act. Tenant shall continue to be bound by all of the terms of this lease as modified by such notice.

43. LATE CHARGES:

Should the Premises be occupied by more than one individual by consent of Landlord, and should the individuals remit their proportionate share of the rent and/or security deposit to Landlord by written consent of Landlord, then Landlord, without affecting the joint and several liability of Tenant hereunder, may keep separate accounting records for such rent and/or security deposit. In such case, Tenant shall be responsible for a separate late charge for each individual payment made five (5) or more days after the due date.

44. CHECKS:

Landlord shall not be obligated to accept a personal check for any payment. Checks returned by the bank for any reason must be replaced by a money order or certified check. A service charge of \$40 will be charged to the Tenant for each returned check. Failure to immediately pay the aforementioned charge shall constitute Tenant in default of this Lease. In the event of two or more returned checks from any Tenant, all future rent payment shall be in the form of cash, money order, or certified check.

45. APPLICATION OF MONEY FROM TENANT:

Money received by landlord from tenant shall be first applied to tenant's account in the following manner: First to outstanding late fees and dishonored check fees; second to outstanding maintenance charged and chargeable to the tenant; third to outstanding legal fees and/or court costs legally chargeable

to tenant; fourth to outstanding utility bills that are the responsibility of the tenant; fifth to rent.

46. CHRONIC LATE PAYMENTS OF RENT:

Rent is due on the first of each month, and notwithstanding the clause on late charges, the landlord may terminate this lease because tenant is chronically late with rent payments. Chronic late payment is defined as paying rent after the due date on three or more occasions during any twelve month period of the tenancy after the due date of demands for possession for nonpayment of rent.

47. HOLD HARMLESS:

The Tenants shall release and hold Landlord harmless and Landlord shall not be legally responsible in any respect for any loss or damage to the personal property of Tenants or their guests by reason of:

a) Any strike, lock-out, work stoppage, or other disturbances, riot, civil commotion or act of God affecting the Tenants or the demised premises or any tenant therein.

b) Theft or burglary in or about the premises. IT IS RECOMMENDED THAT EACH TENANT ACQUIRE HIS OWN RESIDENT POLICY OF INSURANCE.

c) Fire, water, flood, rain, frost, snow, gas, or odors or fumes from any source whatever except that caused by Landlord's direct negligence.

d) Any injury to any person or damage to any property except that caused by Landlord's negligence.

e) Injury or damage caused by the bursting or leaking of pipes or the failure or backing up of the sewer drains and pipes except that caused by Landlord's direct negligence.

f) Any installation or repair charge levied by telephone utilities.

48. TERMINATION OF TENANCY REGARDING CONTROLLED SUBSTANCES

This lease may be terminated if the Tenant, a member of the Tenant's household, or other person under the Tenant's control has unlawfully manufactured, delivered, possessed with intent to deliver or possessed a controlled substance on the leased premises.

Attachment No. 2

RULES AND REGULATIONS

Attachment pertaining to Lease dated _____ between _____

(Landlord) and _____

(Tenant).

For the benefit of all residents and to insure proper use of the premises, the Tenants (or Subtenants) agree to comply with the following as provided by the Lease (or Sublease):

THESE RULES AND REGULATIONS MAY BE MODIFIED, ALTERED, OR REVISED AT ANY TIME AT THE SOLE DISCRETION OF THE LANDLORD PROVIDED HOWEVER, TO THE EXTENT NOTICE OF CHANGES OF RULES AND REGULATIONS IS REQUIRED BY LAW, SUCH NOTICE SHALL BE GIVEN.

COMFORT OF OTHERS:

1. Tenants agree not to do anything, or keep anything, on or about the premises which will in any way increase the risk of fire or which may conflict with fire or insurance regulations.
2. Tenants agree to use the premises for residential purposes only; will obey all laws, ordinances and health regulations; will not do anything that may injure the reputation or condition of the building.
3. Tenants agree not to disturb others with noises, music, odor, shouting, or in any other way.
4. Tenants agree to be responsible for the behavior of their guests and any damages resulting therefrom.
5. Tenants agree not to attempt to operate or interfere with any controls (outside of their own apartment) of the building's heating, lighting, air conditioning, laundry or other equipment, and will not enter the boiler room.
6. Tenants agree not to obstruct entrances, public areas, stairs, exits, elevators, driveways, walks, and fire escapes and agrees that such areas are only to be used for ingress/egress.

PARKING:

1. Where space is provided, parking is allowed on the premises only for residents who have parking permits. Residents with parking permits must display the parking permit decal on the right-rear window of the automobile (right front for convertibles and motorcycles.) Each apartment is assigned one parking permit. Any additional spaces required must be rented through the office.
2. Automobiles parked on the premises without a valid parking permit decal properly displayed, parked in any area on the premises other than that assigned by the Management or in any manner that interferes with the rights of others or may jeopardize the safety of the residents or the property, may be ticketed or removed from the premises by the Police Department as authorized by and at the discretion of the Landlord or a towing service.
3. Motorcycles and bicycles are to be parked only in the areas designated by management. No vehicle is to be parked or stored inside of the apartment building, on the lawn, flower or shrub bed, porch, patio, balconies, walkways, under stairways, blocking driveways, or anywhere within three feet of the apartment building.
4. The Management will not be responsible for any towing costs incurred or parking violation tickets issued to residents or their guests who have violated a city ordinance or the parking regulations of the Management. It is the responsibility of the residents to inform their guests of these regulations.

USE AND ENJOYMENT OF THE PREMISES:

1. Tenants agree not to drive any nails or screws into the walls, floors, tiles, ceilings, woodwork or partitions, or to drill holes, or to fasten any article on any part of the premises, or damage or deface the same. Pictures may be hung provided a "Bulldog" type hanger or push pint is used. Use of tape or glue of any kind is not authorized as they cause damage.
2. Tenants agree not to add, re-key, or change locks. Additional keys may be obtained from Landlord for a charge of \$10.00 per key during normal business hours. Keys not turned in by noon of the date of lease termination will be charged at \$10.00 per key plus \$70.00 for each lock changed. If tenant locks self out of apartment, tenant agrees to pay \$40.00 charge for special trip by Landlord to readmit tenant, except that between the hours of 11:00 p.m. and 6:00 a.m., the charge will be \$30.00.
3. Tenant agrees not to take any furniture out of the apartment at any time. No furnishings may be put in the hall, basement, or on the balcony. The Landlord is unable to store unwanted furniture. Tenant agrees to pay labor and/or damage charges occasioned by noncompliance with this rule.
4. Tenant agrees not to use weight lifting equipment in the building (weights dropped can crack and crumble concrete floors even under carpeting).
5. Tenants agree not to varnish, paint, paper, or decorate any walls, floors, doors, woodwork, or cabinets, without written permission of Landlord. If tenant paints the apartment in any other color, the fee to repaint by landlord is \$250 dollars per room.
6. Tenants agree to act reasonably to conserve water and energy, and will report running toilets and faucets to Landlord for service.
7. Tenants agree not to install any aerial or antenna without written permission first obtained from Landlord.
8. Tenants agree to use toilets only for their primary purpose, and never to dispose of sweepings, rubbish, rags, garbage, sanitary napkins, or other items likely to clog them. Any damage or unclogging expense likely occasioned by such misuse will be paid for by the Tenants.
9. Tenants agree to store personal property only in the apartment or their storage locker, if one is available. No storage locker will be provided unless there is written agreement.
10. Tenants agree to dispose of grease, hard rubbish such as bottles and cans and large cartons, in the trash receptacles outside the building. Trash must not be set on the ground in paper sacks. The city won't pick up unless everything is inside the cans.
11. Tenants agree to perform reasonable housekeeping to maintain the premises in a clean, neat condition.
 - a) Tenants agree not to display any sign, flag, pennant, placard, advertisement, notice, picture, ornament, sticker or handbill, not complementary to the appearance of the building as determined by the Landlord, in a window, in any public area, or on the outside of the building without the Landlord's written approval first obtained.
 - b) Tenants agree not to remove screens and/or storms from windows.
 - c) Tenants agree to supply and use a shower curtain if shower doors are not installed.
 - d) Tenants agree that they shall not permit, accept or otherwise allow noxious insects to infest the rental unit. Noxious insects shall include, but not be limited to, bed bugs, roaches, and carpenter ants. Tenants shall be responsible for the cost(s) of extermination. Additionally, vacating tenants will be held responsible if new tenants discover an insect problem within ten (10) days of taking occupancy; thereafter exterminating services will borne by the current tenant.
 - e) Tenants whose rental unit consists of a complete house will be responsible for removing trash cans to curbside for the City's scheduled pick-up, and to return cans same day.
12. Tenants agree not to go on the roof of the building for any reason at any time. Violation of this rule by Tenants or guests will result in resealing the roof at the Tenant's expense.
13. Tenants agree not to use attic, basement, or loft as sleeping quarters.

14. Tenant is specifically responsible for damage to walls caused by application of tape or other stick-on wall hangers. Small pins or bulldog pins are recommended.
15. Tenants agree that any locker, storeroom, washing machine, dryer, storage space in building or parking space is furnished gratuitously and is not part of the leased premises. The Landlord is not responsible for any loss or damage to any property or to any person making use of same except that caused by Landlord's direct negligence. Tenants in making use of such space or equipment do so at tenant's own risk, and Landlord is not responsible for any inconvenience caused by loss of use of these items.
16. Tenants agree that Landlord does not supply light bulbs, linens, dishes, cooking utensils, broiler pans, ice trays, shower curtains, mattress pads, even though some apartment inventories do include certain of these items for which Tenant, in these cases, will of course be responsible. Landlord is unable to warrant that the existing air conditioning equipment will totally and perfectly cool all parts of the living unit. Tenant accepts the apartment with its a/c equipment (if any) in the same condition as when leased.
17. Tenants agree that if upon taking possession of their apartment there are any repair or maintenance items not affecting its basic livability that remain to be completed, Landlord will have them accomplished as soon as possible.
18. As provided by law there will be inventory damage inspections performed by the Landlord and tenant at the beginning and end of the lease term. If tenants wish to sublet their unit, it will be their responsibility to make an inventory inspection with their sub-tenants, such inventory to be signed by prime tenants and sub-tenants and returned promptly by tenants to Landlord.
19. Should Tenant default in any covenant or condition of this Lease prior to its expiration, the Landlord may, at its option, rescind any renewal of this Lease that it has granted to any one or more of the tenants named herein as permitted by law.
20. If at any time during the term of this lease the landlord believes in good faith that the tenant has abandoned the premises and the current rent is unpaid, landlord may re-enter the premises and put out the remaining possessions of the tenant without liability therefor. Abandonment shall be conclusively presumed if following the due date and either (1) a substantial portion of tenant's possessions have been removed or (2) acquaintances of tenant or other reliable sources indicate to the landlord that tenant has left without the intention of re-occupying the premise, (3) failure by tenant to respond to good faith efforts by landlord to notify by mail. In the event of any abandonment by the tenant, and in the event that tenant has left personal property on the premises, the landlord may dispose of said personal property in any way landlord chooses. This provision shall apply to all items of personal property except those for which the landlord and tenant have made a specific, written agreement. No oral agreement may alter this provision. Any cost incurred by the landlord in removing the personal property described herein shall be reimbursed to the landlord by the tenant.
21. No animal or bird shall be kept in or about the premises without the prior written consent of the landlord.

USE BY GUESTS/VISITORS:

1. Tenants agree that no guests are to be allowed in the apartment in the absence of the tenants without the prior written consent of all joint tenants.
2. Landlord's right to set additional sum and landlord's acceptance of said sum does not constitute a waiver of the landlord's right to terminate this lease for breach of the covenant not to allow occupancy of the unit by any persons not shown as authorized occupants on the lease.
3. No person may occupy the apartment other than as a short-term guest without signing the lease, which requires approval by Landlord.

ADDENDUM AA-ST

University of Michigan Students/Ann Arbor resident's additional terms to lease dated _____ between _____ (Landlord) and _____ (Tenants).

CITY OF ANN ARBOR TRUTH-IN-RENTING NOTICE:

"Some things your landlord writes in the lease or says to you may not be correct representations of your rights."

"Also, you may have rights and duties not mentioned in your lease. Such rights may include rights to repairs, right to withhold rent to get repairs done, and rights to join a tenants union or to form your own union. Such duties may include the duty to pay rent and the duty not to cause serious health hazard or damage beyond reasonable wear and tear"

"Additionally, some lease clauses may be subject to differing legal interpretations. If you think that a clause in your lease or something your landlord says to you is unfair, you may contact your own lawyer, legal aid society, or tenants union lawyer for their opinions."

UPON THE EXECUTION OF THIS LEASE, A TENANT IS ENTITLED TO RECEIVE A COPY OF THE BOOKLET PROVIDED BY THE CITY CLERK CONCERNING THE LEGAL RIGHTS OF TENANTS, BY EXECUTING THIS LEASE, THE TENANT ACKNOWLEDGES RECEIPT OF SUCH A BOOKLET PRIOR TO EXECUTION OF THE LEASE.

MEDIATION: The tenant and Landlord hereby agree that the University of Michigan Mediation Service will act as mediator in any dispute involving University of Michigan students that may arise between the aforesaid parties and that;

- a) all parties will make a reasonable and good faith effort to settle such disputes through mediation;
- b) any party to this lease may request mediation;
- c) mediators may enter and inspect the premises after notice to both parties and at reasonable times;
- d) monies may be placed in escrow with the University of Michigan Mediation Services; and
- e) this provision does not preclude other legal rights of the parties.

TENANTS PAYING OWN HEATING COSTS: This is to inform you pursuant to Ann Arbor City Ordinance that your annual heating cost obtained from MichCon/Detroit Edison, prorated monthly is 12 x \$_____, or annually \$_____. This charge may vary depending on the severity of the winter and the thermostat management practices of the occupants.

Landlord

Tenant

Tenant

Tenant

ADDENDUM PK

Parking Addendum to lease dated _____ between _____,
(Landlord) and _____ (Tenants).

PARKING LICENSE:

1) Grant of License. Licensor hereby grants to licensee a license to occupy and use, subject to all of the terms and conditions hereof the following described premises:

2) Limitation to described purpose. The premises may be occupied and used by licensee solely for parking of _____ automobile(s) during the period beginning _____ and continuing until the lease and the license agreement is terminated as hereinafter provided.

3) Periodic Payments. Licensee shall pay licensor for this license at the rate of _____ Dollars per month payable in advance. The first payment shall be made on the date of the beginning of the period specified above. Subsequent payments shall be made in advance promptly on the first day of each month thereafter during the continuation of this agreement.

4) Indemnification. Licensee shall exercise his privileges hereunder at his own risk, and, irrespective of any negligence of licensor, licensee shall indemnify licensor against all liability for damages, costs, losses, and expenses resulting from, arising out of, or in any way connected with, the occupation or use of the premises by licensee, or the licensees, invitees, or guests of licensee, or the failure on the part of the licensee to perform fully all and singular licensee's promises herein. Licensor shall not be liable to licensee if for any reason whatever licensee's occupation or use of the premises hereunder shall be hindered or disturbed.

5) Privilege not Assignable. Licensee's privileges hereunder shall not be assignable by licensee in whole or in part.

6) Termination. Either party may terminate this agreement at any time without regard to payment periods, by giving written notice to the other specifying the date of termination, such notice is to be given not less than thirty (30) days prior to the date therein specified. Should the premises or any essential part thereof be totally destroyed by fire or other casualty, this agreement shall immediately terminate; and in the case of partial destruction this agreement may be terminated by either party by giving written notice to the other specifying the date of termination, such notice to be given within three (3) days following such partial destruction and not less than ten (10) days prior to the termination date therein specified. In any event this license agreement shall terminate concurrently with the lease agreement between licensor and licensee.

IN WITNESS WHEREOF, the parties hereto have executed this license agreement at _____, Michigan the day and year first above written.

Landlord

Tenant

Tenant

ADDENDUM GR

Guarantor Addendum to lease dated _____ between _____,
(Landlord) and _____ (Tenants).

Guarantor: _____
Address _____

S.S. No.: _____
Telephone No.: _____

Place of Employment: _____

Address of Employment: _____

Relationship to Tenant: _____

Name of Tenant to be secured: _____

I (we) agree to act as guarantor and co-signor on the lease for the above-named tenant. I have read and understand the terms of the lease and agree to assume responsibility for fulfilling its terms should Tenant fail to comply.

Guarantor Date: _____

Guarantor

ADDENDUM PT

Pet Addendum to lease dated _____ between _____,
(Landlord) and _____ (Tenants).

1) Landlord hereby grants to Tenant the privilege to have the following pets in the leased premises:

| <u>Type of Pet</u> | <u>Licensed With</u> | <u>Date License Expires</u> |
|--------------------|----------------------|-----------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |

2) Tenant represents:

- a) that the pet is duly licensed with all regulatory agencies;
- b) that the pet has no known dangerous propensities;
- c) that the pet is in good health and has no diseases, communicable or otherwise.

3) Indemnification. Tenant shall irrespective of any negligence of Landlord shall indemnify Landlord against all liability for damages, costs, losses, and expenses resulting from, arising out of, or in any way connected with, the presence of the above-referenced pets or the failure on the part of Tenant to perform fully all and singular licensee's promises herein.

4) This privilege may be revoked if upon reasonable cause Landlord determines that the pet is interfering with the health, welfare, safety, or quiet enjoyment of other tenants.

Landlord

Tenant

Tenant

Tenant

ADDENDUM YP-PRIV

Ypsilanti Privacy Act Addendum to lease dated _____, 2000
between _____ (Landlord) and
_____ (Tenant(s)).

1. The City of Ypsilanti has adopted a Right to Privacy Ordinance #732 regarding privacy in rental homes. You are advised to review the provisions of that ordinance.

2. You are further advised:

YOU HAVE THE RIGHT TO PRIVACY IN YOUR RENTAL HOME. CITY LAW PERMITS THE LANDLORD TO ENTRY ONLY IF LANDLORD HAS:

(A) PROVIDED THREE (3) DAYS (72 HOURS) WRITTEN NOTICE UNLESS THE BUILDING IS FOR SALE OR THE LEASE TERM IS IN ITS FINAL THREE MONTHS, IN WHICH CASE TWENTY-FOUR (24) HOURS WRITTEN NOTICE, OR;

(B) GAINED YOUR PERMISSION AS REQUIRED BY CITY LAW.

A LANDLORD MAY ONLY ENTER WITHOUT NOTICE TO RESPOND TO AN EXTREME CONDITION.

LANDLORD

TENANT

TENANT