

1. STANDARD TERMS & CONDITIONS

1.1 LAKES, CANALS, PONDS AND WATERWAYS

Resident acknowledges and understands that any lakes, canals, ponds or waterways that are located upon the premises exist for aesthetic or water management purposes only, and are not provided as an amenity or controlled by Manager. Resident acknowledges that swimming is prohibited in any lake, canal, pond, or waterway. Resident agrees to take all necessary precautions around these areas so as to prevent any injuries to Resident or to persons on the premises with Resident's consent. Resident further agrees to assume all risks, hold harmless, defend, and indemnify Landlord and Manager for all loss and injury to persons or property relevant to the presence and use of Lakes, Canals, Ponds, and Waterways.

1.2 REIMBURSEMENT BY RESIDENT

Resident agrees to reimburse Manager promptly for the amount of loss, property damage, or cost of repairs or services, including plumbing disorders and appliance repairs, caused by intentional acts, negligence or improper use by Resident, Resident's agents, invitees, family or guests. Resident shall be responsible for any damage resulting from windows or doors left open. Acceptance of money from Resident shall not act as a waiver by Manager of Manager's rights to pursue any and all remedies available to Manager under the circumstances. Reimbursement for property damage, late payment charges, returned check charges, or other sums due from Resident, shall be due immediately upon demand by Manager. Manager's failure or delay in demanding damage reimbursements, late payment charges, returned check charges, or other sums due from Resident shall not be deemed a waiver thereof, and Manager may demand same at any time, including, but not limited to, at or after move-out. IT IS AGREED AND UNDERSTOOD THAT MANAGER MAY, UPON TERMINATION OR EXPIRATION OF THE LEASE, DEDUCT UNPAID RENT, DAMAGE REIMBURSEMENTS, UTILITY CHARGES, LATE PAYMENTS CHARGES AND/OR RETURNED CHECK CHARGES OR ANY PORTIONS THEREOF, FROM RESIDENTS SECURITY DEPOSIT, WITHOUT OF ANY OTHER RIGHTS OR REMEDIES OF MANAGER, ALL IN ACCORDANCE WITH THE TERMS OF THIS LEASE.

1.3 RESIDENT'S ASSUMPTIONS OF RISKS

Prior to taking occupancy of the dwelling unit and at all times during the tenancy, Resident is required to maintain appropriate and adequate insurance to insure all claims for loss or injury to person and property and Resident agrees to look solely to the insurer of Resident's person and property for recovery for any loss suffered by Resident during the tenancy, except losses occurring directly and specifically due to Landlord's or Manager's gross negligence. Resident acknowledges and agrees that Landlord and Manager, and their respective agents or employees, shall not be liable to Resident, or Resident's family, agents, invitees, employees or others on the premises of the Property with Resident's consent for any damages or losses to persons or property caused by any person, animal or occurrence unless injury, loss or damage is caused directly and specifically by Landlord's or Manager's gross negligence, and Resident acknowledges and accepts that any claim by Resident regarding the gross negligence of the Landlord and Manager is subject to the definition and requirements as stated in the last section of this paragraph. Landlord and Manager shall not be liable for personal injury or

for damage or loss of Resident's personal property, inclusive of vehicles, furniture, jewelry, clothing and intellectual property from theft, vandalism or other criminal act, hurricanes, fire, water, rain, contaminants, storms, smoke, explosions, sonic booms, or other causes whatsoever unless the same is due to the gross negligence of the Manager or Landlord. If any of Landlord's or Manager's employees or agents are requested to render any hired or courtesy services such as moving automobiles, handling furniture, dry cleaning, signing for or delivering packages, or any other hired or courtesy services not specifically agreed upon in this Lease, such employees or agents shall be deemed the agent or Resident regardless of whether payment is made and/or arranged for such service by Landlord or Manager; and Resident agrees to assume all risks for same. In addition to maintaining insurance adequate to insure all claims for loss or injury to Resident or Resident's property, Resident is required to maintain insurance with policy limits of not less than \$50,000 per occurrence and otherwise reasonably sufficient to cover injury to third persons on the premises with Resident's consent and to cover loss or damage to property belonging to others, including other Residents, the Manager and the Landlord to the extent the loss or injury is caused by the Resident. Resident agrees to name the Manager, the Landlord, and the property as a loss payee and otherwise to indemnify, defend, and hold harmless Landlord and Manager from and against any and all claims for damages to property or persons arising from Resident's use of the premises or the Property, and from other activities, inclusive of work permitted or suffered by Resident on or about the premises or the Property. Resident acknowledges and represents that Resident understands and agrees that any claim or allegation of negligence against Manager and its assigns, employees, agents, and representatives shall require proof by the claiming party that the Manager had actual knowledge of pending loss, grossly failed and refused to act reasonably to prevent or mitigate said loss, and possessed the present and actual duty and reasonable ability to act.

1.4 DAMAGE, DESTRUCTION OR DISINTEGRATION OF THE PROPERTY

In the event of damage to the premises by fire, water, or other hazard, or in the event of malfunction or disintegration of equipment, utilities or structure, including roof leakage, Resident shall immediately notify Manager. If damages are such that occupancy can be continued, Manager shall make repairs as needed with reasonable promptness and rent shall not abate during the period of such repairs. If only part of the premises is rendered unusable by damage or destruction, the Resident may vacate only that portion of the premises rendered unusable and Resident's rent shall be reduced by the fair market value of the unusable portion of the premises during the period of partial vacancy, provided the damage or destruction was not caused by Resident and/or occupant, guest, agent or invitee of Resident or occupant, but in all other respects the terms and provisions hereof shall continue in full force and effect. In either event, if the damages resulted from the wrongful negligent acts or Resident or occupant (or their guests, invitees or agents), Manager may pursue all of its remedies against Resident provided for hereunder and under applicable State law. If, in Manager's opinion, the premises are so damaged or destroyed other than by the wrongful act or negligence of Resident or occupant (or their guests, invitees or agents) so as to be unfit for occupancy, and Manager elects to make repairs, the rent provided in this Lease shall abate during the period of time when the premises are not fit for occupancy. Resident agrees that rent abatement for the period of time the rental unit cannot be occupied is the sole remedy available to Resident and that in all other respects the terms and provisions herein shall continue in full force and effect. In the event that the premises are so damaged or destroyed as to be, in the opinion of Manager, incapable of being satisfactorily repaired, then Manager may in addition to Manager's other remedies provided hereunder or under applicable State law: (i) terminate this Lease, in which event Resident shall immediately vacate the premises and Resident shall be liable only for rental payments up to the date of such vacating, or (ii) without terminating the Lease, require Resident to accept a comparable apartment unit in the Property for the remaining term of the Lease, in which event all of the terms and provisions of this Lease shall continue in full force and effect in relation to such comparable apartment unit, and Resident shall immediately vacate the premises and

take possession of such comparable apartment unit.

1.5 RIGHTS OF ENTRY

Landlord shall have the right to enter upon the premises at all times and under all circumstances as provided under applicable State, inclusive of the purpose of inspecting the same and making necessary repairs and maintenance thereto. Resident shall receive reasonable notice at least 12 hours prior to entry for normal repairs, and repairs shall occur between normal business hours, but no prior notice shall be required in the case of an emergency that may be determined at the sole discretion of the Landlord. Such right of entry granted to Landlord and Manager shall include any and all reasonable business purposes connected with the Management and operation of the Property, and any business relating to the premises incident to the management and operation of the Property.

1.6 MANAGERS OBLIGATIONS

Manager agrees to comply with applicable State law, including making all reasonable repairs, conditioned upon proper notification by Resident and the absence of Resident's obligation to pay for damages caused by Resident or Resident's family, guests, invitees, or employees. Manager further agrees to comply with all applicable state and local laws. Notwithstanding the foregoing, Manager is not responsible to Resident for conditions created or caused by the wrongful or negligent acts or omissions of Resident or occupant (or their family, agents, invitees, or employees). Manager's failure to fulfill the agreements contained herein within a reasonable period of time shall not affect Resident's obligation to promptly pay the rent when due under this Lease, nor give Resident any right of abatement or withholding or escrowing of rental payments, except as may be otherwise provided under Applicable State law.

1.7 DEFAULT BY RESIDENT

If any rent required by this Lease is not paid when due, or if the Resident (or other occupants, guests or invitees) in any other manner fails to perform any of the terms or conditions of this Lease, including but not limited to, any of the provisions of the terms and conditions of this Lease; or, if the Resident fails to fulfill the obligations imposed upon him by law; or, if the premises leased hereunder shall be abandoned or vacated prior to the expiration of the term of this Lease; then, in any of the foregoing instances, the Resident shall be deemed to have breached this Lease and the Manager shall have all rights provided under this Lease and under federal, state and local law, including the right to terminate the lease, retake possession of the Premises, recover all damages resulting from such breach, and declare all remaining rental installments immediately due and owing. Application of the Security Deposit to past due rent and/or termination of the Lease shall not act as a limitation of Manager's right to all damages resulting from Resident's breach of this Lease, to the extent permitted by law. If, prior to the expiration or termination of this Lease, the Resident vacates the premises either voluntarily or involuntarily, all rent due for the remainder of the term of this Lease shall thereupon, immediately, without demand or notice, become due and payable unless the Resident is excused there from, in writing, by the Manager.

Manager may terminate this tenancy on 24-hour written notice if Resident, a member of Resident's household, or other person under Resident's control unlawfully manufacture, deliver, possess with intent to deliver, or possess a controlled substance. See MCL 554.134(4). MCL 554.134(4) applies only in a formal police report has been filed alleging the person unlawfully manufactured, delivered, possessed with the intent to deliver, or possessed a controlled substance on the Premises.

Resident shall reimburse Manager for all legal fees, costs, and expenses legally recoverable and for all damages caused by their default, including the costs of re-renting the Premises, preparing them, all lost rent for the remainder of the term and succeeding terms for which Manager and Resident have a lease and Manager does not collect through mitigation (either party may have a court determine the actual amount owed), and the maximum amount of interest allowed by Michigan law on Resident's debt, from the date Resident vacates. If other premises owned or managed by Manager are available for lease, it shall not be unreasonable for Manager to lease them before Resident's Premises.

Further, if Tenant defaults under this Agreement for any reason on two (2) or more separate occasions during the term of this Agreement, Landlord may deem any further default during the same term of this Agreement a default without the ability of cure by Tenant. Landlord also reserves the right to terminate this Lease upon not less than thirty (30) days written notice to Tenant, such right being exercisable at Landlord's sole discretion and without any additional notice to Tenant.

If Landlord terminates the Agreement, Landlord may recover Landlord's expenses for enforcing Landlord's rights under the Lease and applicable law, including court costs and attorney fees, from Tenant, as permitted by statute. Further, rent for the balance of the term of the Agreement shall immediately become due. Tenant may not be liable for the total accelerated amount of rent, however, because of Landlord's obligation to minimize its damages, and either party may ask a court to determine the actual amount owed, if any. If Tenant fails to pay rent or any other sums when due to Landlord, Landlord serves a notice of default on Tenant as required by law, and Tenant fails to remit the amounts due before the notice period expires, the amount of court costs and attorney fees incurred by Landlord in enforcing Landlord's remedies and allowed by statute shall be added to the amount of the arrearage.

1.8 TERMINATION AND RENEWAL

This Lease may be terminated by Manager at the end of the original term, or at the end of any renewal term, thereafter, upon Manager desiring to terminate giving to Resident 30 day written notice prior to the intended termination date. This Lease may be terminated by the Resident at the end of the original term, or at the end of any renewal term, thereafter, upon Resident desiring to terminate giving to Manager 60 day written notice prior to the intended termination date. Subject to Manager's consent, Resident may renew this Lease by providing 30 days written notice to Manager prior to the expiration of this Lease or any renewal thereof. The Lease then may be renewed for such period and under such terms and conditions as may be agreeable to Manager and Resident.

IF NEITHER MANAGER NOR RESIDENT SHALL GIVE ANY OF THE NOTICES PROVIDED FOR IN THIS PARAGRAPH WITH THE TIME PROVIDED, TENANCY SHALL AUTOMATICALLY BECOME MONTH- TO-MONTH AFTER THE EXPIRATION OF THE TERM OF THIS LEASE OR RENEWAL THEREOF AND SUCH TENANCY SHALL REQUIRE NOT LESS THAN 30 DAYS WRITTEN NOTICE OF TERMINATION FROM MANAGER, OR 60 DAYS WRITTEN NOTICE OF TERMINATION FROM RESIDENT, PRIOR TO THE NEXT RENT DUE DATE IN ORDER TO TERMINATE THE MONTH-TO-MONTH TENANCY. THE RENTAL RATE FOR SAID MONTH-TO-MONTH TENANCY SHALL BE THE MARKET RATE CHARGED BY LANDLORD OR MANAGER FOR SIMILAR PROPERTY IN EFFECT AT THE TIME OF CONVERSION TO THE MONTH TO MONTH TENANCY, PLUS THE MONTH TO MONTH FEES IN EFFECT AT THE TIME OF SUCH CONVERSION, WHICH SHALL BE CONSIDERED AS ADDITIONAL RENT.

All other provisions of this Lease not inconsistent with this paragraph shall remain in full force

and effect during the term of the month-to-month tenancy. If Resident or Manager gives notice of termination of the Lease in accordance with the terms thereof, and Resident fails to completely vacate the premises prior to the expiration of the notice, and/or if Resident otherwise continues in possession of the premises after expiration or termination of the Lease without the prior written approval from Manager, Resident shall be liable, in addition to all other damages provided for under the Lease and/or applicable State law, for double the daily rental based on a pro ration of the monthly rental amount provided in the Lease for each day Resident so continues in possession of the premises.

1.9 EARLY TERMINATION BY RESIDENT

Provided that Resident shall not be in default under this Lease, Resident shall have the right to terminate this Lease under the applicable provision below:

If original Lease Term is 12 months or Less:

(i)three months from the lease commencement day by delivery of a 60-day written notice to Manager no earlier than this three month date and payment to Manager at the time of giving such notice a termination charge equivalent to two (2) month's rent, or (ii) six months from the lease commencement date by delivery of a 60-Day written notice to Manager no earlier than this sixth month date and payment to Manager at the time of giving such notice a termination charge equivalent to one (1) month's rent; plus reimbursement for any and all concessions or specials given to Resident at the time of move-in. The termination charge shall operate as liquidated damages for both parties. As a condition to exercising this termination option, Resident must pay all rent accrued for the days Resident occupies the rental unit.

Provided that Resident shall comply with such notice and payment, Manager and Resident mutually agree to cancel this Lease, and Manager agrees to process any Security Deposit held by Manager for refund as if the Resident had fulfilled the terms of this Lease. Resident acknowledges that the Security Deposit cannot be used to offset payment of the termination charge or rent during the period of residency and that it will be processed, as required by applicable State law, assuming no damage exists in the dwelling unit, normal wear and tear excepted. Failure to fully comply with all of the provisions of this paragraph will entitle the Manager to all of the remedies provided for by law and in this Lease Agreement. Manager acknowledges that this option of early termination is granted exclusively to Resident.

If original Lease Term is more than 12 Months:

(i)three months from the lease commencement day by delivery of a 60-day written notice to Manager no earlier than this three month date and payment to Manager at the time of giving such notice a termination charge equivalent to three (3) month's rent, or (ii) six months from the lease commencement date by delivery of a 60-Day written notice to Manager no earlier than this sixth month date and payment to Manager at the time of giving such notice a termination charge equivalent to two (2) month's rent; plus reimbursement for any and all concessions or specials given to Resident at the time of move-in. The termination charge shall operate as liquidated damages for both parties. As a condition to exercising this termination option, Resident must pay all rent accrued for the days Resident occupies the rental unit.

Provided that Resident shall comply with such notice and payment, Manager and Resident mutually agree to cancel this Lease, and Manager agrees to process any Security Deposit held by Manager for refund as if the Resident had fulfilled the terms of this Lease. Resident acknowledges that the Security Deposit cannot be used to offset payment of the termination charge or rent during the period of residency and that it will be processed, as required by applicable State law, assuming no damage exists

in the dwelling unit, normal wear and tear excepted. Failure to fully comply with all of the provisions of this paragraph will entitle the Manager to all of the remedies provided for by law and in this Lease Agreement. Manager acknowledges that this option of early termination is granted exclusively to Resident.

Limited Cancellation Rights: (A) A Resident who has occupied the Premises for more than thirteen (13) months may terminate this Lease upon sixty (60) days' notice to Manager if: (i) Resident has become eligible during the term to take possession of a subsidized rental unit in senior citizen housing and provides Manager with written proof thereof; or (ii) Resident has become incapable during the term of living independently, as certified by a physician in a notarized statement;

1. Resident is in military service and meets the requirements (see Military Personnel Addendum);
2. A Resident who has a reasonable apprehension of present danger to him/her or his/her child from domestic violence, sexual assault, or stalking may have special statutory rights to seek release of rental obligation under MCL 554.601b.

Election to cancel under a subsection of this paragraph is limited to the Resident to whom the foregoing applies, and the Lease, including joint and several liability, if any, continues in full force and effect for remaining Residents.

CONCESSION RECONCILIATION UPON EARLY TERMINATION. Resident agrees that if a concession or special was given at the time of move-in or any time during the term of the Lease and if the Resident breaches any term of this Lease, including, without limitation, delinquent rental payment, and/or prior to the expiration or termination of this Lease, Resident vacates the premises either voluntarily or involuntarily, then Resident will be required to reimburse the Manager for the full amount of any concessions and specials that were given at or during the time of Resident's tenancy. This agreement by Resident to reimburse the Manager for the full amount of any concessions and specials shall include, without limitation, default by Resident as provided in "CONCESSIONS GRANTED" paragraph of this Lease and shall include early Lease termination by Resident as provided in "EARLY TERMINATION BY RESIDENT" paragraph of this Lease.

1.10 SALE OF PROPERTY; SUPERIOR LEINS; PROHIBITION OF LIABILITY OR LEIN; AND EMINENT DOMAIN

Landlord may encumber the premises and/or the Property by mortgages(s) and/or deed(s) of trust and any such mortgage(s) or deed(s) of trust so given shall be a lien on the land and buildings superior to the rights of the Resident herein. Foreclosure of any mortgage of sale under a deed of trust shall not constitute eviction of Resident and Resident agrees to at torn to the purchaser at such foreclosure or sale as if this Lease was by and between Resident, as Resident and such purchaser, as Manager. Any sale of the Property or any part thereof shall not affect this Lease or any of the obligations of Resident hereunder, but upon such sale, Manager (the prior Manager of the Property) shall be released from all obligations hereunder and Resident shall look solely to the then Manager of the Property for the performance of the duties of "Manager" hereunder from and after the date of such sale. Resident acknowledges and agrees that Resident shall not make improvements or modifications to the premises or contract services for improvements or modifications to the premises without the specific written consent of Manager, which consent shall be in Manager's sole and unfettered discretion. The right, title and interest of the Owner/Landlord shall not be subject to liens for improvements or modifications made by the Resident and by others acting pursuant to an agreement with the Resident. Resident agrees to provide notification to any contractor making any improvements or modifications to the premises of the prohibition of liability of Owner/Landlord. In the event that the Leased premises is taken by eminent domain, then Resident shall be entitled to no damages or any consideration by reason of such taking, except the cancellation and termination of this Lease as of the date of said taking.

1.11 RESIDENT INFORMATION

All information provided in the rental application or similar instrument is represented to be true and correct and such document is incorporated herein. Resident covenants that all such information was given voluntarily and knowingly by Resident, and if such information is false or misleading, Manager shall have the right to terminate this Lease by providing thirty (30) days written notice to Resident. Upon receiving such notice of termination, Resident shall surrender the premises. In the case of bond financed properties, Resident hereby certifies the accuracy of the statements made in the Certification of Resident Eligibility and Income Verification (the "Certification") previously executed, and further agrees that the family income, family composition and other eligibility requirements set forth in the Certification shall be deemed substantial and material obligations and representations relied upon by Manager in approving the tenancy. Resident will comply promptly with all requests for information with respect from Manager, the Owner or any Mortgagee, and Resident's failure to provide accurate information in the Certification or refusal to comply with a request for information with respect thereto shall be deemed a default by Resident, which shall entitle Manager to pursue all rights and remedies set forth in this Lease Agreement or as otherwise permitted by law. Failure to furnish accurate and current information on the Certification may further subject Resident to civil liability, inclusive of eviction. Resident further agrees that this Lease shall be terminated or become null and void if it subsequently becomes known to Manager that continuation of Resident's occupancy will result in the interest of the bonds utilized to finance the construction or purchase of the Property becoming subject to federal income taxation, or a violation of the applicable statutes permitting the issuance of the bonds.

1.12 SUCCESSORS

The terms, conditions, and indemnities contained in this Lease shall be binding upon and inure to the benefit of Landlord, Manager and Resident and their respective heirs, executors, administrators, personal representatives, officers, directors, partners, shareholders, successors and assigns.

1.13 NOTICES

Any notice or document required or permitted to be delivered to Resident shall be deemed delivered if delivery is in compliance with applicable State law, by mailing or delivery of a true copy thereof or by leaving a copy thereof at the rental unit. Each Resident who executes this Lease constitutes and appoints the other of them as his agent for acceptance of all notices, including summonses and subpoenas. Delivery may be affected by mailing or hand delivery to the rental office on site or to such other address Manager designates in writing to Resident.

1.14 COURT COSTS AND ATTORNEY FEES

Resident agrees to pay all reasonable attorney's fees, appellate attorney's fees and court costs incurred by Manager in order to enforce any provision of this Lease or applicable law. The aforementioned provision shall not apply if a court finds the Manager is not the prevailing party. All costs shall be considered additional rent. In addition to the foregoing, in any amount due Manager by Resident pursuant to this Lease or otherwise is turned over to a collection agent for collection, the Resident agrees to pay in addition thereto all fees, whether contingent or otherwise, and costs incurred by Manager, its successors and/or assigns thereby.

1.15 ENTIRE AGREEMENT

No oral agreements have been entered into with respect to this Lease. This Lease comprises all terms, conditions, and agreements of the parties and respect to the subject matter hereof, superseding all prior

arrangements or agreements, and, except in the rules and regulations paragraph hereinabove, may not be altered or amended except in writing and signed by authorized representatives of each party hereto. In the event of more than one Resident, each Resident is jointly and severally liable for each provision of this Lease. Each Resident states that he or she is of legal age to enter into a binding Lease for lodging. All obligations hereunder are to be performed in the county and state where the Property is located.

1.16 SEVERABILITY

If any word, clause or provision of this Lease is illegal, invalid, or unenforceable under present or future law effective during the term of the Lease, then it is the intention of the parties hereto that the remainder of this Lease shall not be effected hereby, and it is also the intention of the parties to this Lease that in lieu of each word, clause or provision that is illegal, invalid, or unenforceable, there shall be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

1.17 ELECTRONIC SIGNATURE AND COUNTERPARTS

This Agreement is effective on the date first stated in the Agreement. This Agreement may be signed and delivered electronically and in counterparts which, when taken together, shall form an original copy of this Agreement. Further, an electronic signature shall have the same force and effect as an original signature.

1.18 ENVIRONMENTAL DISCLOSURES

Resident is advised that certain housing may contain substances that present a potential health hazard. Resident acknowledges and accepts disclosure by Manager of the possibility of environmental substances creating a potential health risk inclusive of Radon Gas, Lead-Based Paint, and Asbestos. All dwelling units do not contain substances presenting a potential health hazard. This disclosure is provided to afford an opportunity to obtain information relevant to the particular dwelling unit Leased to pursuant to this Lease Agreement.

RADON GAS: Radon Gas is a naturally occurring Gas that may present health risks to persons who are exposed to it over a period of time when it has accumulated in a building in sufficient quantities. Levels of radon that exceed federal state guidelines have been found in buildings. Additional information regarding radon testing may be obtained from your county public health unit.

LEAD. Pursuant to the Residential Lead-Based Paint Hazard Reduction Act of 1992, Landlord must disclose information related to lead-based paint and lead-based paint hazards if the housing was built before 1978. If the housing was built after 1978, no lead-based paint disclosures apply. If the Property was built before 1978, lead paint disclosures apply and a Lead Addendum should accompany this lease along with a copy of any Lead reports and a copy of "Protect Your Family from Lead in Your Home" by the EPA, also available at www.epa.gov

ASBESTOS. Manager hereby provides notice and Resident acknowledges and accepts disclosure of the potential of the presence of asbestos inside the dwelling unit and structures otherwise located in the Property. Asbestos has been established as causing health hazards under certain conditions. Information regarding the presence of asbestos is available to Resident upon request.

1.19 SECURITY

(A) Landlord and Manager do not provide and have no duty to provide any security services. Resident shall look solely to the public police for security protection. Protection against criminal action is not within Landlord's or Manager's ability to provide. If, from time to time, Landlord and Manager

provide security services, or services or equipment that appear to furnish security, inclusive of, but not limited to, limited access or controlled entrances, alarms or monitoring systems, and courtesy or uniformed personnel, those services or equipment are for Landlord's and Manager's exclusive purposes and shall not constitute a waiver of or in any manner modify this disclaimer. Landlord and Manager shall not be liable for criminal or wrongful actions by others against Resident, Resident's family, guests, invitees, or their respective property. (B) SECURITY/INTRUSION SYSTEM: Any security/intrusion system located on the Premises will be installed by an independent party in the business of installation and maintenance of security/intrusion systems. Landlord and Manager make no guaranty or warranty, including any implied or merchantability or fitness that the equipment or services supplied will avert or prevent occurrences or the consequences there from which the security/intrusion system is designed to detect or avert, including no representation that the system will operate properly or will prevent loss by burglary, hold-up, fire, or otherwise. Resident agrees to hold Landlord and Manager harmless, defend, and indemnify Landlord and Manager for any claim or cause of action arising out of the Resident's use of the system, and to look solely to the independent parties responsible for manufacturing, installing or monitoring the system or to Resident's insurer. Resident agrees that Landlord and Manager shall have no responsibility for repairs to the security/intrusion system and that all such repairs shall be the sole responsibility of Resident and at Resident's expense. Additionally, Resident agrees to pay any costs that may result from false alarms being emitted from the Premises and will additionally pay any permit fees required to be paid by any appropriate governmental authority or property association in connection with the use of a security/intrusion system, if applicable. Resident further agrees to pay any installation fees required to activate and obtain monitoring services for said systems.

1.20 TOWING

Resident agrees to hold Landlord and Manager harmless, defend, and indemnify Landlord for any expense or damages caused by the towing of unauthorized, inoperable, and/or illegally parked vehicles from the Property property. Unless spaces are specifically assigned by mutual agreement, Resident agrees and acknowledges that parking spaces are available on a first come first serve basis, and no particular spaces are available or reserved, proximate to the dwelling unit occupied by Resident or otherwise. The Resident agrees to hold the Landlord and Manager harmless to defend and to indemnify Landlord and Manager for any loss to persons or property resulting from Resident's utilizing the parking spaces. In the event assigned parking is provided to Resident by mutual agreement in writing, Manager authorizes Resident to exercise all legal remedies to enforce his or her exclusive use of the parking space provided. The Resident acknowledges notice from Landlord that Resident must comply with all applicable State, County and City ordinances when enforcing his or her exclusive use of the assigned parking space, whether through towing or otherwise. In consideration for the provision of an assigned space, the Resident agrees to hold harmless, defend, and indemnify Landlord and Manager, their agents and assigns against any cause of action, claim of loss to person or property, or demand for reimbursement for towing expenses arising out of this assignment of use and enforcement thereof. Further, Resident agrees that any additional vehicles parked on the premises by Resident, or persons on the premises as guests, invitees or occupants residing with Resident, shall be parked in available spaces on a first come first serve basis. Any vehicle parked on sidewalks, fire zones, grassy areas or other unauthorized spaces shall be towed at Resident's expense, without prior notice to Resident. Any and all damages caused by driving, parking, and/or towing of a vehicle on sidewalks, fire zones, grassy areas, and/or other unauthorized spaces shall be charged to Resident

1.21 MOVE OUT PROCEDURES

Prior to vacating the dwelling unit, Resident agrees to leave the dwelling unit in the same condition as when leased except for ordinary wear and tear. After Resident vacates dwelling unit, Manager's

representative will inspect the rental unit and complete the SDDS (Security Deposit Disposition Statement). Landlord and Manager shall not be responsible for personal property which may be left at the community after Resident has left the rental unit nor shall Landlord and Manager be liable to Resident for any loss of or damage to such property. If Resident fails to move out on or before the date required hereunder, Resident shall be liable for double the amount of rent for the period during which Resident refuses to surrender possession of the dwelling unit, or has otherwise failed to deliver possession. Resident is in possession of the dwelling unit and the dwelling unit is considered occupied by Resident until the date that Resident delivers full possession to the Manager, including all keys, gate cards, and other items providing access to the dwelling unit. The notice provisions of this Lease will be strictly enforced. If resident moves from the dwelling unit prior to the expiration date of this Lease or fails to provide any notices required by this Lease Agreement, Resident shall be in default of this Lease, unless Resident has complied with the provisions of paragraph "EARLY TERMINATION BY RESIDENT" above. Return of Security Deposit will be governed by the attached Security Deposit Agreement and applicable State law.

1.22 MOLD AND MILDEW

Resident acknowledges that the dwelling unit is located in a climate conducive to the growth of mold and mildews, and that it is imperative to provide proper room temperature, climate control, cleanliness of the unit, lighting, ventilation, air conditioning and dehumidification of the rental unit to retard or prevent the growth of mold and mildew. Resident agrees to clean and dust the dwelling unit on a regular basis and to remove visible moisture accumulation on windows, walls, sink, bathtub, shower, toilets, patio doors and other surfaces as soon as reasonably possible. When showering or bathing, Resident agrees to use the bathroom fans or alternative ventilation and shall allow the fan to run until all excess moisture has vented from the bathroom. Resident agrees not to block or cover any of the heating, ventilation or air conditioning ducts in the dwelling unit. Resident also agrees to immediately report to the management office: (i) any evidence of a water leak or excessive moisture or musty odors in the dwelling unit, as well as in any storage room, garage or other common area; (ii) any evidence of mold- or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping in the area; (iii) any failure or malfunction in the heating, ventilation or air conditioning system, the laundry and dryer systems, or in the exhaust fan systems in the dwelling unit; and (iv) any inoperable exhaust fans, doors or windows. Resident shall not overfill closets or storage areas as ventilation is important in all areas of the dwelling unit, nor shall Resident allow damp or moist stacks of clothes or other cloth material to lie in piles for an extended period of time. Resident agrees to be responsible for taking all proper action to retard and prevent mold and mildew and to protect his person and property from loss or damage as a result thereof, and further agrees that Resident shall be responsible for damage to the dwelling unit, the Property, and Resident's and their occupant's property as well as personal injury to Resident, their occupants, and other persons resulting from Resident's failure to comply with the terms of this paragraph. Further, Landlord and Manager shall not in any event be responsible for damage, loss or injury to persons or property caused by mold or mildew. A default under the terms of this paragraph shall be deemed a material breach of this Lease, and Manager shall be entitled to exercise all rights and remedies available by law or in equity.

1.23 WARRANTIES

Resident understands and acknowledges that Landlord and Manager do not warrant the dwelling unit in any manner whatsoever, other than as required by applicable State law. Resident agrees that the dwelling unit shall be used solely as a private residential dwelling and for no other purposes whatsoever. Resident hereby waives any and all rights, which would have otherwise existed in favor of Resident as a result of any implied or expressed warranties.

1.24 RESIDENT'S REPRESENT NON-MILITARY

Resident represents to Manager that no party to this Lease Agreement is a member of the military or other Armed Forces of the United States, nor do any parties to this Lease intend to enlist. Provided, however, in the event that Resident is a member of the military or Armed Forces of the United States, or if any parties to this Lease intend to enlist, then said Resident or other party shall execute an addendum to this Lease setting forth said parties right to terminate this Lease in the event of a military transfer, which addendum shall be made a part of this Lease, as same may be permitted under applicable law.

1.25 AUDIT AND CORRECTION OF ERRORS

In the event Manager or Landlord discover that any provision in this Lease Agreement is incorrect as to duration of tenancy, commencement or termination date of Lease, amount of rent, deposits, other contractual fees, address or unit numbers and other material provisions of Lease Agreement, Landlord or Manager may cause the same to be corrected on the original Lease Agreement or addendum thereto, with a copy furnished to Resident and Resident agrees to sign, or initial such correction(s) with five(5) business days from receipt thereof.

1.26 LAWS GOVERNING THIS LEASE

This Lease Agreement shall be construed in accordance with the laws of the state in which the Property is located, and any legal action arising from this Lease Agreement shall be tried in the county where said property is located.

1.27 ADJACENT GOLF COURSE / DRIVING RANGE

(As applicable) The Resident acknowledges that the Property may be located at a driving range or golf course which is not owned or operated by Landlord or Manager and that golf balls may be projected from the course or driving range into the Property. The Resident hereby assumes all risks associated with residing adjacent to a driving range or golf course, including the risks of damage to person or property from golf balls. In addition, as part of the consideration for the granting of this Lease, the Resident hereby releases the Manger and the Landlord from all liability for damage to the person or property of the Resident, the members of the Resident's family and the Resident's guest and invitees due to golf balls projected into the Property and agrees to hold Manager and Landlord harmless from such liability.

1.28 ABANDONMENT

If during the Term Landlord believes that Tenants have abandoned the Premises and current rent is unpaid, Landlord may enter the Premises and remove remaining possessions of Tenants without liability therefor. Abandonment is presumed conclusively if rent is unpaid for fifteen days following due date and (a) a substantial portion of Tenants' possessions have been removed or (b) acquaintances of Tenants or other reliable sources advise Landlord that Tenants have left without intending to reoccupy the Premises. If Tenants abandon or surrender the Premises at any time, and leave personal property there, Landlord may dispose of it however Landlord Chooses, and Tenants shall reimburse Landlord for all costs it incurs in that regard.

1.29 DRUG FREE HOUSING

The Resident, any member of the Resident's household, or a guest or other person under the Resident's control shall not engage or facilitate criminal activity or drug-related criminal activity. The Resident or any member of the Resident's household shall not permit the dwelling to be used for, or facilitate, criminal activity, including, but no limited to, violent criminal activity or drug-related criminal activity. "Violent criminal activity" means any felonious criminal activity that has, as one of its element, the use, attempted use, or threatened use of physical force against the person or property of another. "Drug-related criminal activity" means the illegal manufacture, sale, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in Section 102 of the

Controlled Substance Act (21 U.S.C. 002). One or more violations of this Lease Agreement constitutes a substantial violation of the Lease and a material non-compliance with the Lease. Any such violation is grounds for termination of the tenancy and eviction from the apartment unit. Proof of violation shall be by a preponderance of the evidence, unless otherwise provided by law.

1.30 FIRE MONITORING EQUIPMENT

(As applicable) Fire detection and suppression equipment may be installed in the Property. As such, it is imperative that if installed this equipment remain in proper working order at all times. Any person who willfully and maliciously injures, destroys, removes, or in any manner interferes with the use of any vehicles, tools, equipment, water supplies, hydrants, towers, buildings, communication facilities, or other instruments or facilities used in the detection, reporting, suppression, or extinguishment of fire in addition to civil liability may be subject to criminal penalty under applicable State law.

1.31 NOTATIONS ON PAYMENTS; PARTIAL PAYMENTS

Resident shall make all payments due in full. The Resident agrees that any notation on any payment due hereunder shall have no affect on any amounts due hereunder (i.e., conditional endorsement or notation of "Full Payment" on a check by Resident, when Resident still owes money hereunder shall not relieve Resident of its obligations hereunder irrespective of acceptance and deposit of the check by Manager), and acceptance by Manager of such payment (with any notation thereon) and deposit of same by Manager shall not constitute accord and satisfaction. Manager's acceptance of a partial payment shall not forfeit Manager's right to collect the balance due on the account, despite any endorsement, stipulation, or other statement on any check.

1.32 HURRICANE OR WINDSTORM

The Resident agrees and acknowledges the following; (i) that the Property is located in an area that may be threatened by hurricane or windstorms, and therefore, a wind storm or hurricane can strike with little or no notice; (ii) that because a wind storm or hurricane can strike in any area, the Resident assumes a high degree of risk that the premises and/or the Property may suffer damage due to a wind storm or hurricane; (iii) that neither the Property nor the premises are designated hurricane shelters, and that in the case of wind storms or hurricanes, it is strictly Resident's choice to remain on the Property or premises; (iv) that Landlord and Manager strongly encourage the necessity in obtaining renters insurance, among many reasons, to protect the Residents' personal property or of any of their agents' or invitees' personal property, due to the high degree of such wind storm or hurricane could produce ; (v) that in case of any warning or notice of any wind storm or hurricane, Resident shall promptly remove any and all of Resident's or their guest's or invitee's personality or fixtures located on the balcony, patio, walkway, courtyard, or other common surrounding area, and failure to timely and promptly remove such items shall enable and entitle the Landlord or Manager to remove and discard these items, with no liability to Resident or their agents or invitees; (vi) that the Resident waives any claim of action against Landlord, Manager, their owners, officers, directors, agents or assigns, contractors, employees or invitees for any damages that may occur pursuant to a wind storm or hurricane that may affect the premises and/or Property; (vii) that the Resident hereby indemnifies the Landlord, Manager, their owners, officers, directors, agents or assigns, contractors, employees or invitees for any damages occurring prior to, or after such wind storm or hurricane that are claimed against Landlord, Manager, their owners, officers, directors, agents or assigns, contractors, employees or invitees claimed by Residents, their invitees or any other third party; and (viii) that it is Resident's responsibility to stay tuned to local radio and/or television stations and to observe the local regulations and evacuation requirements instituted in the interest of the personal safety of the Resident' s, Resident's agents or invitees as well as for Landlord, Manager, their owners, officers,

directors, agents or assigns, contractors, employees or invitees of the Property and/or premises.

1.33 NON-WAIVER

Failure of Manager to insist upon strict, timely compliance by Resident with any term(s) of this Lease shall not amount to nor be construed as nor otherwise constitute a waiver by Manager of Manager's right thereafter to insist upon strict and timely compliance by Resident of any and all terms and conditions of the Lease, including, without limitation, and term(s) that may not have been enforced strictly by Manager previously. Acceptance by the Manager of rent after knowledge of any breach of this Lease by the Resident shall not be a waiver of the Manager's right nor construed as an election by the Manager not to enforce the provisions of this Lease pursuant to such a breach. Manager's failure or delay in demanding damage reimbursement, late payment charges, returned check charges, or other sums due Manager, shall not be a waiver of Manager's right to insist on payment thereof. Manager may demand same at any time, including move-out and thereafter.

1.34 REPRESENTATIONS; LEGAL DOCUMENT

Resident hereby acknowledges and agrees that at no time during the course of discussions and/or negotiations leading up to and including the time of execution of this Lease did any representative, agent or employee of the Landlord or Manager make any representation or warranty, engage in any discussion of the Lease, or otherwise communicate with the Resident anything, that in any way whatsoever contradicts, alters or amends any written term and/or condition of the Lease, nor did any representative, agent or employee of the Landlord or Manager make any statement(s), communication(s) or representation(s) of any nature whatsoever that supplement or in any way whatsoever amend or add any terms or provisions of this Lease as written. The Resident hereby acknowledges that the Resident has been advised that the Lease is a legal document, that the Resident should have an attorney review the terms of the Lease, and that prior to signing the Lease, Resident will also have read this Lease in its entirety and shall be fully informed of all contents hereof.

1.35 CERTIFICATIONS ON TAX CREDIT PROPERTIES

Resident acknowledges that the Community may be operating under Section 42 of the Internal Revenue Code, and if so, that the rental amounts are conditioned upon the gross annual income and family size of each Resident. Resident agrees to notify Manager promptly of any change in gross income and family size and to provide Manager with such information immediately upon receipt of a request for the same. Failure to provide timely and accurate information to Manager or otherwise comply with any federal requirement necessary for Landlord or Manager to maintain compliance with tax regulations or exempt status under the law shall constitute a default and grounds for termination for this Lease.

1.36 DISCLOSURE NOTICE

Name and address of company or party authorized to manage: Silverside Management LLC, PO Box 250633, West Bloomfield, Michigan 48325, and the name and address of company or party authorized to receive notices and lawsuits; Silverside Management LLC, PO Box 250633, West Bloomfield, Michigan 48325.

1.37 OFFER TO LEASE

Once the Resident signs this instrument, this instrument will be deemed an irrevocable offer to enter into a Lease upon the terms and conditions set forth herein. Only on and after the Manager or its agent executes this instrument, which execution shall be in Manager's sole and absolute discretion,

shall this instrument create a lessee-lessor relationship. Manager reserves the right to approve and/or disapprove any and all offers to lease.

1.38 LAWN MAINTENANCE

Resident to be responsible for maintaining the lawn if this property is a Single Family Dwelling. If lawn is not maintained, Manager shall maintain the yard, or pay a service provider to do so, and Resident shall reimburse Manager for said expense. Grass over 6" in length, or yard in unsightly condition and in poor keeping shall be deemed as "not maintained".

1.39 SNOW REMOVAL

If this dwelling is a 1-4 Unit property, Resident to be responsible for removal of snow and application of salt to driveways, walkways, steps and patios as they see fit. Manager will not provide these services

1.40 AGREEMENT TO ALLOW MARKETING OF HOME AFTER NOTICE

Resident agrees to allow Manager to market and show home for lease up to 60 days prior to Resident moving out of Property. Resident agrees to keep home in reasonable conditioning for showing to prospective Residents during showing period. Manager agrees to provide 24 hours notice and consolidate showings whenever possible.

1.41 SECURITY DEPOSIT

a. The Manager will hold the Security Deposit with the following financial institution:

Name: Citizens Bank

Address: 6465 Orchard Lake Road West Bloomfield, MI 48322

The Security Deposit is held in a separate, non-interest bearing account.

If there are multiple Residents on the Lease, their security deposit is one joint deposit, and occupancy of the Premises is terminated when the last, or any occupant of the Premises vacates.

b. Resident acknowledges that he/she has been given two copies of the Move In Move Out Condition Inventory, attached hereto and incorporated herein. Resident acknowledges that he/she has been given the right to inspect to the dwelling unit prior to taking occupancy and further acknowledges that the Move In condition Inventory must be completed and returned within 7 days of this agreement. Resident understand that if Move In Move Out Condition Inventory is not returned within 7 day of this agreement, he/she forever waives any claim that the property was flawed in any respect when possession of the Property was taken by Resident. Resident agrees that retention of Security Deposit by Manager shall not constitute Manager's sole remedy.

c. Refund of Security Deposit. Manager agrees to refund the Security Deposit to Resident upon satisfaction of ALL of the terms and conditions of the Lease Agreement including but not limited to the following;

c1. Expiration of the term of the Apartment Lease Agreement and attachments, inclusive of renewals, and compliance with the notice requirements hereunder, including notice of non-renewal and notice of termination of a month-to-month tenancy if applicable. Pursuant to the Lease Agreement a sixty (60) day written notice is required prior to the expiration of the Lease in order to properly terminate the tenancy. The sixty (60) day notice must be received by Management on the first day of the next to the last month of the tenancy, and this notice is a condition precedent to Resident receiving a refund of the

Security Deposit.

c2. Mutual Lease termination in accordance with the provisions of "EARLY TERMINATION BY RESIDENT" paragraph of the Apartment Lease Agreement.

c3. Payment by Resident of all rent and contractual fees required under the Apartment Lease Agreement and attachments.

c4. Thorough professional cleaning of the dwelling unit, including all kitchen appliances (refrigerator, oven, range, dishwasher) bathrooms, closets, storage areas, patios/balconies and carpeting so as to return the dwelling unit to the Manager in the same condition as it was in on the commencement date of the Lease Agreement, normal wear and tear excepted; and removal or appropriate disposal of all food, trash, garbage and personal property. To the extent the above cleaning is not performed professionally and in rent-ready condition, the Manager shall charge its standard cleaning and/or carpet cleaning charges as necessary.

c5. The absence of defects in or damage to the dwelling unit and the community, (any defect or damage noted on the Move-In Inventory and Condition Form excepted), including the absence of infestation of insects, pests, or vermin.

c6. Observance and performance by Resident of all the other covenants and obligations of Resident under the Lease Agreement, attachments, and community policies, from the date of commencement of the Apartment Lease Agreement through and including the date of termination of the Apartment Lease Agreement and all notices required hereunder.

c7. Compliance with provisions of applicable State law and all other applicable laws.

d. DISCLOSURE. By execution of this Agreement, Resident acknowledges receipt and having read the applicable State law provisions regarding the depositing, holding, and refunding of the Security Deposit.

e. Manager agrees to refund the Security Deposit to Resident after deducting therefrom all damages or charges for which Resident is legally liable in accordance with the provisions of applicable State law. Any deductions due landlord shall be made from the entire Security Deposit (premises deposit and pet deposit) regardless of whether the damage or other charges have been caused by the pet or the Resident.

f. WITHHOLDING OF RENT. Resident acknowledges that Resident shall have no right to apply any portion of the Security Deposit to rent due and payable under the Lease Agreement and that the entire monthly rent shall be paid on or before the first day of each month during the term of the Apartment Lease Agreement, including the last month or partial month of occupancy.

g. MOVE-OUT PROCEDURES. When Resident moves out of the dwelling unit, an inspection of the condition of the same shall be made after all of the personal effects of the Resident have been removed. Resident may accompany Manager during said inspection. Failure of Resident to do so shall constitute a waiver by Resident of Manager's assessment of charges for damages, or cleaning. After inspection by Manager, appropriate charges will be assessed by Manager including but not limited to missing items, damages or repairs to the premises, or its contents (normal wear and tear excepted); insufficient light bulbs, scratches, burns, or holes in the walls, doors, floor coverings, draperies, blinds, carpets and/or furniture; and for cleaning the premises including all kitchen appliances and other items specified on the SDDS. A charge of \$5.00 for each unreturned key will be made and a \$50.00 charge for replacing locks shall be assessed if all door keys to the premises are not returned to Manager. A \$75.00 charge for each damaged or unreturned fitness center key, keycard, access card and or garage/key gate openers

and a \$25.00 charge for each unreturned parking decal will be assessed by Manager. These deductions, if any, are in addition to any funds due Landlord resulting from non-performance by Resident of the Apartment Lease Agreement.

h. FAILURE TO OCCUPY PREMISES. If, for any reason, except delay caused by new construction, the holding over of prior Resident, or disapproval of the rental application, the Resident does not take occupancy, Manager shall retain the Security Deposit. Manager shall have all rights and remedies available to it under the Apartment Lease Agreement and Security Deposit Agreement.

1.42 RENTERS INSURANCE FOR TENANT PROPERTY

Neither Landlord nor any of its agents, contractors, employees, or assigns shall be liable for any damage or loss of Tenant's personal property that is caused by theft or casualty on the Property. Landlord strongly recommends that Tenant obtain renters or other similar insurance to protect Tenant's personal property against such loss or damage, as neither Landlord nor Landlord's insurance will be responsible for Tenant's personal property under any circumstances.

1.43 THE LEGAL PROCESS

It is important to be clear that Rental payments are due, in full, on THE FIRST DAY OF THE MONTH. If payment is not received, in full, by the close of business on the 5th day of each month, you will be charged a late fee of according to the lease.. Rent paid after the 5th must be in the form of a money order or certified check ONLY. Cash is never accepted.

NO CASH WILL BE ACCEPTED AT ANY TIME, NO EXCEPTIONS

If a Resident has two (2) personal checks returned from the bank for non-sufficient funds, we will no longer accept personal checks from that resident. Only money orders or certified checks will be accepted from that resident for payment of rent. With each returned check, there is a late fee, and a returned check fee, that will be charged to your account. Additional late charges may be added to your account until your balance is ZERO.

THE COURT PROCESS

Summons and Judgment \$155.00 Writ of Eviction \$56.00

Eviction/Bailiff Fee \$150 to \$1000+ (varies)

If a resident(s) does not pay their rent in a timely manner, the Landlord will issue a Demand for Possession (7 day Notice) to inform that resident(s) that their rent is not paid. If their rent is not paid in 7 days, the Landlord will file a non- payment of rent case against that resident(s) in court. ***The charges listed above will be charged to their account.*** The case against that resident(s) will be filed in court on approximately the 15th of the month. If their rent remains unpaid when the judgment matures, usually 10 days later, a WRIT OF EVICTION will be filed. ANYTIME AFTER THE WRIT IS FILED, A BAILIFF MAY COME AND REMOVE ALL OF THIS RESIDENT(S) BELONGINGS FROM THE APARTMENT.

Note: When a case is filed against this resident(s), and the Judgment date is not until the following month, the Landlord may be awarded a Judgment for the total amount due, including the following month's rent

X

Date Signed