

YORKSHIRE PLAZA COOPERATIVE OCCUPANCY AGREEMENT

THIS IS AN OCCUPANCY AGREEMENT, signed on (month) _____ (day) _____, 20____, by

YORKSHIRE PLAZA COOPERATIVE, a Michigan non-profit corporation, as the Owner, whose address for the mailing of Carrying Charges and the giving of notice is 20854 Hunt Drive, Roseville, MI 48066, and by the following owner of a Membership in Yorkshire Plaza Cooperative, as the Members:

Head of Household First Name _____ **Last Name** _____

Other Member First Name _____ **Last Name** _____

Other Member First Name _____ **Last Name** _____

By signing this Occupancy Agreement, the Owner and the Members agree that the relationship between them is fully and accurately defined by this Occupancy Agreement, and both the Owner and the Members promise to faithfully and completely perform all of their obligations under this Occupancy Agreement.

1. DEFINITIONS AND TERMS

- | | |
|--|--|
| <p>(a) "Townhome"
Address _____
Roseville, MI 48066</p> <p>(b) "Beginning Date"
(Month) _____ (Day) _____, 20 _____</p> <p>(c) "Ending Date"
(Month) _____ (Day) _____, 20 _____</p> <p>(h) The monthly carrying charges include water and gas, but not electricity.</p> <p>(g) The "Other Occupants" of the Townhome are:</p> | <p>(d) "Carrying Charges"
(1) Partial Month:
_____ days @ \$ _____/day \$ _____</p> <p>(2) Initial Monthly Carrying Charges \$ _____</p> <p>(e) "Subscription Price" \$ _____</p> <p>(f) "Value of Occupancy Agreement" \$ _____</p> <p>(g) "Value of Membership" \$ _____</p> |
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First Name	Last Name	Relationship to Head of Household
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First Name	Last Name	Relationship to Head of Household
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First Name	Last Name	Relationship to Head of Household
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Changes in family composition must be reported to the Cooperative office.

Year	Make	Model	Color	License Number
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Year	Make	Model	Color	License Number
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Year	Make	Model	Color	License Number
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The Members agree to notify the Owner of any changes to the Members' Automobiles and/or license number.

AGREEMENT 2. By this Occupancy Agreement, the Owner is leasing the Townhome to the Members. In exchange, the Members agree to pay the Carrying Charges promptly on or before the first day of each month, and to pay all other charges payable under this Occupancy Agreement when they are due. Further, both the Owner and the Members agree to observe all the terms and conditions of this Occupancy Agreement, the Owner agrees that the Members may use the Townhome without interruption by the Owner, except where this Occupancy Agreement says otherwise.

TERM 3. This Occupancy Agreement will begin on the Beginning Date and will continue until the Ending Date. If neither, the Owner nor the Members notify the other party at least two full calendar months before the Ending Date that this Occupancy Agreement will terminate, then this Occupancy Agreement will continue beyond the Ending Date on a year to year basis until either the Members or the Owner gives two full calendar month's prior written notice to the other party that this Occupancy Agreement will terminate. Any of the terms and conditions of this Occupancy Agreement may be changed by the Owner after the Ending Date by giving at least thirty (30) days prior written notice to the Members of the change.

NOTE: If you want to vacate the Townhome on or after the Ending Date, you must notify the Owner at least two full calendar months before the date on which you want to vacate. The Carrying Charge obligation will continue until a new member is approved and occupies your townhome.

While this Occupancy Agreement is supposed to begin on the Beginning Date, the Owner does not promise that the Townhome will be ready and available for the Members on the Beginning Date. If the Members are not able to enter and occupy the Townhome on the Beginning Date because the Townhome is not ready for occupancy, because a previous resident has not yet moved out, or because of any cause reasonably beyond the Owner's control, then this Occupancy Agreement will not begin until the Owner determines the Townhome is ready and available for occupancy. No Carrying Charges or other charges will be due from the Members until this later Beginning Date, and the Owner will not be liable for any damages to the Members because of this later Beginning Date.

CARRYING CHARGES 4. The Members promise and agree to pay the Carrying Charges states in Paragraph 1(d) in advance on or before the first day of each month without the Owner notifying the Members of any Carrying Charges due. If the Owner has not received the Carrying charges by close of business on the 10th day of the month, then the Members will pay a late charge in an amount determined by the Board of Directors of Owner. Late charges will be added to the Members' account and will be paid by the Members regardless of whether the Owner bills the late charges to the Members. The Owner's failure to bill the late charges will not waive the Owner's right to collect the late charges, and Owner's right to collect late charges will be in addition to its other rights and remedies under this Occupancy Agreement. The Members also promise and agree to pay all other charges imposed by this Occupancy Agreement within ten (10) days of the Owner's bill to the Members and such other charges shall be considered additional carrying charges. If any Carrying Charge Payment has not been received by the Owner by the 5th day of the month, or if the Members fail to pay any other charges billed to them by the Owner within the ten (10) days allowed, then the Owner may terminate this Occupancy Agreement and pursue the remedies described in Paragraph 29 of this Occupancy Agreement. Any check which is returned to the Owner because the Members' bank does not honor the check for any reason will be treated as if no payment has been made at all, and, in addition, Members will pay a returned check fee in an amount determined by the Board of Directors of Owner. Carrying charges paid after the tenth day of the month will only be accepted in the form of a cashier's check or money order made payable to Yorkshire Plaza Cooperative.

It shall be a material violation of the Occupancy Agreement for any Member to be delinquent five times in their carrying charge payments during any 12-month period or have a non-payment of rent case initiated against them more than once during any 12-month period. Any such violation shall be sufficient grounds to terminate membership and occupancy.

DETERMINATION OF AND CHANGES IN CARRYING CHARGE RATES

5. The monthly sum referred to herein as "Carrying Charges" is equal to one-twelfth of the Member's proportionate share of the sum required by the Owner, as estimated by its Board of Directors to meet its annual expenses, pertaining to the Project and to the community or other facilities which the Member is entitled to utilize including, but not limited to the following items:

- a. The costs of all operating expenses of the Project and services furnished.
- b. The costs of necessary management and administration.
- c. The amount of all taxes and assessments levied against the Project or the Owner.
- d. The cost of fire and extended coverage insurance on the Project and such other insurance as the Owner may purchase.
- e. The cost of furnishing all utilities, if such utilities are furnished by the Owner.
- f. All reserves set up by the Board of Directors pertaining to the Project.
- g. The estimated cost of repairs, maintenance and replacements of the Project property to be made by the Owner.
- h. The amount of principal, interest, and other required payments on the insured mortgage referred to later.
- i. Any other expenses of the Owner approved by the Board of Directors including operating deficiencies, if any, for prior periods.

The Board of Directors shall determine the amount of the Carrying Charges annually, but may do so at more frequent intervals, should circumstances so require.

CHARACTER OF OCCUPANCY

6. The Members understand and agree that the Townhome is to be used exclusively as a private residence for the Members and other Occupants listed in Paragraph I of this Occupancy Agreement, and for no other persons or purposes. The member shall be required to live in the townhome as their primary residence. Absence of the member or member's exceeding 60 days is a presumption to the Cooperative that the townhome is no longer your primary residence; and the member shall be in default of this agreement. Subletting in any form is expressly forbidden. The Members also agree that they will not operate any business enterprises from Townhome, conduct "garage sales", or make any other unusual use of the Townhome which might violate the rights of the Owner or the other members. The Members understand that the Owner may terminate this Occupancy Agreement if the Members fail to fully comply with the terms of this Paragraph. The Members shall comply with all Federal, State, and local law which imposes obligations and restrictions on Members in connection with the Occupancy and use of the townhome and surrounding premises. Included in these obligations and restrictions are the following: A) sleeping quarters not permitted in basements. B) live Christmas trees are not permitted in townhomes, and C) tampering with smoke detectors is not permitted. The Members agree to report malfunctioning smoke detectors to the management office.

CRIMINAL ACTIVITY

7. As part of the responsibilities of the member in continuing to occupy premises at the Cooperative, the member must maintain a certain standard of moral conduct on and off the premises, so as not to impair the good name and creditability of the Cooperative to the community in which it is located. It is also a moral duty to the Cooperative to protect its other members against association with any person who might be participating in any criminal activities. Therefore, the following rules and regulations are now effective:

A. Neither member nor any of member's family occupying premises at the Cooperative shall engage in, or permit unlawful activities in the member's unit, in the common areas, or on or off the Cooperative grounds.

B. It shall be a violation of the Rules and Regulations and shall subject a member to eviction and loss of membership, if the member engages personally in any unlawful activity in the dwelling unit, in the common area, on or off the Cooperative premises. Such activities include, but are not limited to, those items here and after listed.

1. No member, members of the household, or guest invited on the premises shall engage in any drug related criminal activity engaged in on the premises by any other person under the tenant's control;

3. If a determination is made by the Cooperative that a household member is illegally using a drug:

4. If a determination is made by the Cooperative that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents:

5. For criminal activity by a tenant, any member of the tenant's household, a guest or another person under the tenant's control:

(a) that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including property management staff residing on the premises): or

(b) that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises;

6. If the tenant is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees is a high misdemeanor;

7. If the tenant is violating a condition of probation or parole under Federal or State law;

8. If a determination is made by the Cooperative that a household member's abuse or patten of abuse of alcohol threatens the health, safety, or right to peaceful enjoyment of the premises by other residents;

9. If the Cooperative determines that the tenant, any member of the tenant's household, a guest or another person under the tenant's control has engaged in the criminal activity, regardless of whether the tenant, anv member of the tenant's household, a guest or another person under the tenant's control has been arrested or convicted for such activity.

C. The Cooperative pursuant to the terms of MCLA 606.5714 may when a Member holds both the premises for 24-hour filing service of a written demand for possession for termination of tenancy, pursuant to this provision of the Occupancy Agreement providing for termination because a member of the Member's household or other person under the Member's control has unlawfully manufactured, delivered, possessed with intent to deliver, or possessed a controlled substance on the Cooperative premises. This section shall apply only if a formal police report has been filed by the Cooperative alleging a person has unlawfully manufactured, delivered, possessed with intent to deliver, or possessed a controlled substance on the Cooperative premises.

VIOLATION OF ANY OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this section shall be deemed a serious violation and a material noncompliance with the Occupancy Agreement. It is understood and agreed that a single violation shall be good cause for termination of this Occupancy Agreement. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be a preponderance of the evidence.

The Member shall comply with all of the requirements of the Board of Health and of all other governmental authorities with respect to said premises.

USE OF THE TOWNHOME

8. The Members agree to furnish the Townhome and install draperies or other window treatments with white linings or surfaces on the exterior, unless provided by owner, so that the Tonwhome Community will have a uniform and consistent appearance. The Members also agree to keep the Townhome in a clean and orderly condition, and not do anything that might be considered dangerous, might be a health hazard or might violate any health or police regulations. The Members also agree that they will not engage in any activity or do any act which might cause the Townhome to diminish in value, and that they will not misuse or neglect the Townhome or any of the Owner's property or appliances in the Townhome. The Members understand and agree that they will be responsible for the conduct and actions of all Other Occupants of the Townhome and all guests and visitors to the Townhome, and the Members will be responsible to see that those persons fully comply with all of the obligations of this paragraph and with all of the other obligations in this Occupancy Agreement. The Members understand and agree that the Townhomes are designed for occupancy by no more than two individuals per bedroom and that occupancy in excess of this restriction constitutes a breach of this Occupancy Agreement.

RESPONSIBILITY TO OTHER MEMBERS

9. The Members understand that they are living in a multiple residence Townhome Community and that the mutual cooperation of all Members with each other and with the Owner is essential to make the Townhome Community a pleasant residence for every one. Because of this, the Members agree to act in an orderly fashion and not to do anything which might be a disturbance, nuisance or an eyesore to the other Members, and to cause all Other Occupants of the Townhome, and all guest and visitors to the Townhome to conduct themselves in the same manner.

NO PET POLICY

10. Other than fish, caged birds, and small customarily home-caged animals such as hamsters, no animals of any kind are allowed in the unit without the written permission of the Board of Directors, but the Board of Directors will allow the tenant to keep an animal needed as a reasonable accommodation to the tenant's disability, and will allow animals to accompany visitors with disabilities who need such animals as an accommodation to their disability.

The member acknowledges they have read and understand the NO PET POLICY.

Member's signature

Date

Co-Member's signature

Date

OBLIGATIONS ON

MOVING IN

11. The Members acknowledge and agree that the Owner has made no representations or warranties as to the condition or the state of repairs of the Townhome or the Common Areas prior to the signing of this Occupancy Agreement. On or before the Beginning Date, the Owner will furnish two (2) copies of an Inventory Checklist to the Members. The Members must review the Inventory Checklist, and note on the Checklist the condition of the Townhome and all of the Owner's property in the Townhome. One copy of the Checklist must then be returned to the Owner within seven (7) days of Members' occupancy. **FAILURE OF THE MEMBERS TO COMPLETE THE INVENTORY CHECKLIST WILL BE DEEMED AN AGREEMENT BY THE MEMBERS THAT THE TOWNHOME AND THE OWNER'S PROPERTY IN THE TOWNHOME IS IN GOOD, CLEAN UNDAMAGED AND SERVICEABLE. CONDITION AT THE BEGINNING DATE.** If the Members believe that the Townhome is in need of repairs which are the Owner's responsibility, the Members should deliver a written list of those items to the Owner within seven (7) days together with the completed inventory Checklist.

CARE OF THE TOWNHOME

12. The Members understand and agree that they have been entrusted with valuable appliances and property. The Members agree that they will not misuse or mistreat the Townhome or any of the appliances and other property in the Townhome, and that they will treat the Townhome and all of the Owner's property in the Townhome and the Townhome Community with the respect and care that is due and owing by a person who has been entrusted with the property of another. The Members also agree that they will not permit any misuse or neglect of these appliances and property by any person, and that all malfunctions or damages will be promptly reported to the Owner. The Members agree to repair and maintain the Townhome at their own expense as follows: A) Any repairs or maintenance necessitated by their negligence or misuse, B) any redecoration of the Townhome including painting and refinishing of floors, and C) any repairs, maintenance or replacements except as set forth in the last sentence, provided that the Members promptly notify the Owner of any condition in the Townhome which is in need of repair. In case the Members fail to effect the repairs, maintenance or replacements required of the Members in a manner satisfactory to the Owner or if repairs are made necessary or become more costly because of the acts, misuse or neglect of the Members, the Other Occupants of the Townhome, or guests or visitors to the Townhome, or because of the failure of the Members to notify the Owner of any condition in need of repair, then the Members agree to pay the Owner for the cost of making the repairs.

ALTERATIONS

13. The Members may not make any alterations, additions or improvements to the interior or exterior of the Townhome (including wallpaper and air conditioning equipment) unless they first obtain the written consent of the Owner by obtaining a property improvement permit. The Members agree that the Owner may require the prompt removal of any unauthorized alterations, additions or improvements and that failure to remove any of these items constitutes a default under this Agreement. All alterations, additions, and improvements that are approved must be done in a good workmanlike manner using high quality materials, and must be done in such a fashion as to not disturb other Members. The Members will not or permit any mechanic's lien or other lien to be filed against the Townhome or any part of the Townhome Community as a result of any of the Members' repairs, alterations or improvements. The Members understand and agree that they are obligated to remove all alterations, additions and improvements made by them and to restore the townhome to the condition it was in on the Beginning Date whether or not the Owner has consented to the making of the alterations, additions or improvements.

The Owner agrees to provide reasonable accommodation to an otherwise eligible tenant's disability, including making changes to rules, policies, or procedures, and making an paying for structural alterations to a unit or common areas. The Owner is not required to provide accommodations that constitute a fundamental alteration to the Landlord's program or which would pose a substantial financial and administrative hardship. In addition, if a requested structural modification does pose a substantial financial and administrative hardship, the Owner must then allow the tenant to make and pay for the modification in accordance with the Fair Housing Act.

COMMON AREAS

14. The Townhome Community has been designed as a residential community, and it may contain certain Common Areas for the convenience and the mutual use and benefit of all Members in the Community. The Members agree to use these Common Areas only for the uses for which they were intended, to obey all rules and regulations relating to the common Areas, and to act with due respect for the rights of others who use and enjoy the Common Areas. Members may not extend any improvement beyond the patio area. The Members agree to see that the Other Occupants of the Townhome, and all guests and visitors also observe the obligations of this Paragraph. The Members understand that the Owner is under no obligation to provide any of the Common Areas described above, and that the Owner may construct new Common Areas or close existing Common Areas as the owner deems fit. The Members also understand and agree that the Members and the Other Occupants of the Townhome and all guests and visitors who may use the Common Areas do so at their own risk, and the Owner is not responsible or liable for any loss or injury to any person because of any use of the Common Areas except for losses or injuries resulting from the Owner's negligent performance or failure to perform a duty imposed by law.

STORAGE

15. The Members may store their personal possessions, belongings and furniture only in their Townhome. The Members understand and agree that this Occupancy Agreement does not give the Members the right to use the roof above the Townhome to erect any antenna or from any other purpose. In no event may the Members store any explosives, flammable or other dangerous items anywhere in the Townhome Community. The Members agree that they will not permit the accumulation of any materials that may constitute a fire or safety hazard. In no event may the Members store any personal possessions, bicycles, belongings or furniture on the patio of the Townhome or on the grounds or other Common Areas. Further, the Members agree that they will not store any perishable items or any items which would cause odors. The Members understand and agree that any use of the patio areas is at their own risk, that they should not store any valuables on the patio, and that the Owner cannot give the Members any assurances against theft or other damage.

PARKING AND

SNOW REMOVAL

16. Each Member of the Cooperative has been assigned a garage. This garage is for the exclusive use of the Member and his/her family. Nothing can be affixed to the exterior of the garage except with the express written approval from the Board of Directors. Members are required to park one vehicle which is owned by the Member or one of the authorized residents of the unit in the garage. This vehicle must be properly licensed and in good working order. The Members agree that they will park automobiles only in the parking areas specifically designated by the Owner as being available for parking purposes. In no event will the Members park in any designated fire lanes, garbage removal and pickup areas, or in any streets which are not generally available for parking. The Members further agree that they will use the parking areas solely for the purpose of parking the Members' Automobiles. Automobiles not used on a regular basis, campers, snowmobiles, trucks, commercial vehicles, recreational vehicles and motorcycles may not be stored or brought into the Townhome Community. Prohibited vehicles may be towed away by the Owner at any time with no prior notice. Because of the problems connected with snow removal and other cleaning of the parking areas, automobiles which do not appear to have been moved within any seven (7) day period may be towed away by the Owner at the Members' expense. The Members should always notify the Manager in writing if they intend to leave any of the Members' automobiles in the Parking lots for any extended period of time, as for vacations or because of illness, so that such Automobiles will not be towed.

All members will be allowed to park only one vehicle at the curb at anytime, all other vehicles, if any, and all visitors must park in the middle of the parking lots, or other non-curb areas. No parking is allowed on the Cooperative grass or landscaped areas at anytime.

Each member will be issued a maximum of two parking permit stickers, with the member's unit number printed on them, to be used to allow one of the member's vehicles to be parked at the curb. "However only one vehicle will be permitted to park at the curb at anytime."

In order for a permit, or permits to be issued, members must have a vehicle, or vehicles that are either registered in their name, or registered in the name of an occupant living in their unit, who is registered with the Cooperative Office.

These stickers must be affixed to the backside of the rear view mirror, and must be visible from the outside of the vehicle.

Handicapped parking is not subject to this policy, and is governed by state and local laws, and will require the proper permit issued by the State of Michigan.

In addition, anyone with a proper handicap permit can park anywhere handicap signs are posted on the property, regardless as to whether they are a member or not.

This parking policy does not guarantee any member a reserved parking place, as there is no assigned parking anywhere on the property.

There is no parking on the Cooperative streets at any time. Parking is permitted on North side of Kensington for Club House Rentals, Special Events or other activities approved in Advanced by the Cooperative. Vehicles parked on streets are subject to ticketing by the Roseville Police and towing.

All vehicles parked on the Cooperative grounds shall be in running order and have current license plates. Failure to maintain a vehicle in working order or not having a vehicle properly licensed will result in the vehicle being towed away at the owner's expense in accordance with the City of Roseville ordinances.

Members must register all of their vehicles with the Cooperative office. Anytime a Member replaces a vehicle or purchases a new vehicle, the Cooperative office must be notified of this change. The number of vehicles that may be registered per town home is limited to the number of licensed drivers who have been approved for occupancy of the town home.

Only authorized vehicles may park in handicap designated spaces.

Overnight parking of campers, boats, motorcycles, snowmobiles, and other recreational vehicles is prohibited. Members may bring trailers, boats, and campers on to the grounds of the Cooperative solely for the purposes of loading and unloading. Parking of commercial vehicles includes any vehicle which is commercially plated by the Michigan Department of State, or any vehicle which has signage indicating it as a commercial use, or any vehicle that is commercially equipped.

RULES AND

REGULATIONS

17. The Owner reserves the right to establish reasonable rules and regulations relating to establish other reasonable rules and regulations as the Owner may consider necessary for the general welfare, health and comfort of all the Members in the Townhome Community, and for the protection of the buildings and property in the Townhome Community. The Members promise and agree to obey all to the rules and regulations that are in effect from time to time and to see that all Other Occupants of the Townhome, and all guests and visitors also observe the rules and regulations. The Owner also reserves the right to change the rules and regulations from time to time as the Owner finds necessary. Changes in the rules and regulations to protect the physical health, safety or peaceful enjoyment of the Members of the Townhome Community and their guests will take effect thirty (30) days after written notice to the Members.

ASSIGNMENT AND

TRANSFER

18. The Members expressly understand and agree that they will not assign any part of their interest in this Occupancy Agreement, nor will they sublet the Townhome nor allow anyone other than themselves and the Other Occupants of the Townhome to occupy the Townhome, unless they first obtain the written consent of the Owner, which consent may be withheld for any reason whatsoever. Unless the prior written consent of the Owner is obtained, any assignment or subletting of the Occupancy Agreement or the Townhome will be void and completely ineffective, and will be a default allowing the Owner to regain possession of the Townhome. Whether or no the Owner consents to allowing someone other than the Members and Other Occupants to occupy the Townhome, the Members will not be released from any of their obligations under this Occupancy Agreement. A consent by the Owner to allow someone other than the Members and other Occupants to Occupy the Townhome does not include a consent to any further occupants. The Member's right of occupancy shall be transferable in the manner provided for the transfer of Memberships in the By-laws of the Corporation.

UTILITIES

19. The Members promise and agree to promptly pay all bills for energy, electricity and utilities supplied to the Townhome from and after the Beginning Date which are indicated in Paragraph 1(f) to be paid by the Members. The Owner has the right to temporarily discontinue or cut-off any of the utilities for any repairs deemed necessary by the Owner without responsibility or liability to the Members. The Owner will not be responsible or liable to the Members for any loss or damage resulting from the discontinuance in any utility services caused by any strike, fire, storm or other casualty, or for any other reason and the Members' obligations to pay Carrying Charges will continue despite any interruption in utility services, unless the interruption is caused by the owners negligent performance or failure to perform a duty imposed by law and the Owner is unable to restore service within a reasonable period of time. If the Owner pays any utility bill which is the responsibility of the Members, the Members agree to promptly reimburse the Owner as additional Carrying Charges within ten (10) days of notice from the owner.

ACCESS TO THE

TOWNHOME

20. The Members expressly agree that the Owner, or persons designated by the Owner, will have access to the Townhome at all reasonable hours for the purpose of inspecting the Townhome, showing it to prospective purchasers, or for the purpose of performing any maintenance or for making any repairs or alterations to the Townhome or the building in which the Townhome is located at any time in the event of an emergency. After either the owner or the Members give notices that this Occupancy Agreement will terminate, the Owner may show the Townhome to prospective Members.

RIGHT TO

MORTGAGE

21. The Members understand and agree that this Occupancy Agreement is and will be subject and subordinate to all present and future mortgages affecting the Townhome Community, and the Carrying Charges and Occupancy Agreements may have been or may be assigned by the Owner to its mortgage lender as security for the repayment of any mortgages affecting the Townhome Community.

NOTICE OF

INJURIES

22. In the event that any of the Members or other occupants of the Townhome or any of their guests and visitors suffer any damages or injury of which they believe the Owner might be liable, the Members promise and agree to notify the Owner within ten (10) days of the occurrence of the injury, or as soon after the injury as practical. The failure of the Members to notify the Owner of any of these injuries or damage will be a breach of this Occupancy Agreement, and the Members will be responsible to the Owner for any loss which the Owner might suffer arising out of the Members' failure to notify the Owner, including the Owner's inability to determine the cause or responsibility for the injuries or damage.

LIABILITY OF

MEMBERS

23. The Members will be responsible for the use of the Townhome and the Common Areas by the Other Occupants, and all guests and visitors to the Townhome, and will be liable to the Owner for any damage, loss or injury incurred by the Owner as a result of this use of the Townhome or the Common Areas or the conduct or actions in the Townhome Community of the Members, the other Occupants and all guests and visitors to the Townhome. The Members will also be liable to the Owner if the Owner becomes liable to any other person because of the use of the Townhome or the Common Areas or the conduct or actions in the Townhome Community of the Members, the Other Occupants or any guests or visitors to the Townhome. The member shall be liable to the Cooperative for losses suffered by the Cooperative for intentional or negligent acts. Including repayment of any insurance deductible incurred by the Cooperative as a result of the members acts.

LIABILITY

OF OWNER

24. Except for the Owner's failure to perform or negligent performance of a duty imposed by law, the Owner will not be responsible or liable to the members, the Other Occupants or to any guests and visitors for any personal injury, loss or damage to property, or for any other loss or injury whatsoever that may result from the acts of omissions of the Owner, or the Members, guests, visitors or trespassers in the Townhome Community, or for any acts of God or for any other acts, causes or reasons not responsible within the control of the Owner.

INSURANCE

25. Owner shall provide and keep in force or cause to be provided or kept in force: A) Comprehensive general liability insurance with respect to Owner's operation of the Townhome Community for bodily injury or death and damage to property of others and B) fire insurance in respect of the buildings comprising the Townhome Community, excluding Members' fixtures, equipment and personal property together with such other insurance as owner, in its sole discretion, elects to obtain. Insurance affected by Owner shall be in amounts which Owner

shall from time to time determine reasonable and sufficient, shall be subject to such deductibles and exclusions which Owner may deem reasonable and shall otherwise be on such terms and conditions as Owner shall from time to time determine reasonable and sufficient. Owner's insurance does not cover any personal property of Members' or any liability Members may have to third parties. Owner strongly encourages Members' to obtain the coverage provided by standard "Renter's Insurance".

CONDEMNATION

AND DESTRUCTION 26. If any part of the Townhome is taken by any governmental authority, or if the Townhome is damaged by fire, storm or other casualty, and if the Members are unable to continue living in the Townhome, then either the Owner or the Members may declare this Occupancy Agreement to be at an end, and the Members shall immediately move out of the Townhome. If the damage can be repaired by the Owner within a reasonable time, and if the Members can still use the Townhome without substantial inconvenience, the Owner shall repair the Townhome as soon as is reasonably practice, and this Occupancy Agreement shall continue in full force and effect. Any taking of or damage to any of the parking areas or other Common Areas will not release the Members from any of their obligations under this Occupancy Agreement. All damages for any governmental taking will belong solely to the Owner.

DEFAULT IN PAYMENT

PAYMENT OF CARRYING

OR OTHER CHARGES

27. The Members expressly understand and agree that failure to promptly pay the Carrying Charges or any other charges imposed by this Occupancy Agreement is a default in the Members' obligations. In such event, the Owner will have the right to declare this Occupancy Agreement terminated, and upon giving seven (7) days notice, the Owner will have the right to evict the Members and to recover possession of the Townhome by whatever means are allowed by law. Acceptance of late payments by the Owner will not impair any of the Owner's remedies as set forth in this Occupancy Agreement or as allowed by law.

OTHER DEFAULT

28. If the Members fail to faithfully and completely perform any of their promises or obligations under this Occupancy Agreement other than the obligation to pay Carrying Charges and other charges, the Owner will have the right to declare this Occupancy Agreement terminated, and upon giving notice of termination, the owner will have the right to evict the Members and to recover possession of the Townhome by what ever means are allowed by law. The Owner also will have all of the rights provided by this Paragraph if the Members have been late in payment of two or more Carrying Charges payments or other charges within any one year period. If the Members willfully and negligently cause a serious and continuing health hazard or cause extensive and continuing physical injury to the premises, the Owner has the right to declare this Occupancy Agreement immediately terminated and, after seven (7) days notice, to evict the Members and recover possession by whatever means allowed by law.

OWNER'S RIGHTS

29. Upon the termination of this Occupancy Agreement by the Owner because of a default by the Members, or upon abandonment of the Townhome by the Members, or upon re-entry and recovery of the Townhome by the Owner, the Members' liability for Carrying Charges due will survive as allowed by law. In any of these events, the Owner may declare that all Carrying Charges and other charges remaining to be paid during the term of the Occupancy Agreement are then due and payable in full or the Owner may seek to collect the Carrying Charges and other charges as they fall due, despite the re-entry or recovery of the Townhome by the Owner. The Owner's claims for any losses or damages will survive the termination of the Occupancy Agreement, or the recovery of the Townhome by the Owner, and the Members will remain liable for all such losses and damages. If the Owner accelerates the remaining Carrying Charges and other charges to be paid during the term of the Occupancy Agreement, the Members may not be liable for the total accelerated amount since the Owner will attempt to minimize damages and either party may have a court determine the actual amount owed, if any. If the owner chooses to collect the Carrying Charges and other charges as they fall due, the Owner will seek new members for the Townhome and will credit to the Members' account any income resulting from the new members, however the Members will not be entitled to any excess income received by the Owner over the amounts owing from the Members to the Owner. In any of these events, the Owner will also be entitled to all costs, expenses and attorney fees allowed by law which may be incurred in any action or proceeding against the Members.

NOTICE TO VACATE

30. If you wish to withdraw from Membership and move from your townhome, it is necessary for you to give written notice to the owner. This written notice must be given at least two full calendar months prior to the date on which you plan to move. You must move out on or before the date you specified in your withdrawal notice. If the Owner has promised occupancy to a new Member and cannot deliver the premises on the date promised, the outgoing Member may be liable for any cost incurred or damages suffered by the Owner. The Cooperative endeavors to maintain a list of prospective membership purchasers for units that become available. The list of potential purchasers may or may not contain a person interested in your particular Membership (unit). If there is no one on the prospective member list that is interested in a membership purchase you may sell the membership (unit) yourself. If you sell the unit yourself the new purchaser must qualify and be approved by the Yorkshire Plaza Board of Directors. In addition you must collect the amount of equity and other charges that are applicable to your unit. Please be advised that the Cooperative is not responsible for the sale of your Membership. You are responsible for all carrying charges applicable to your unit from the date you submit your withdrawal notice until the Membership (unit) is sold and closed.

CONDITION OF TOWNHOME

UPON VACATING

31. Upon vacating, you townhome must be left in broom clean condition. All windows and screens that had been removed must be reinstalled. The stove and refrigerator must be cleaned. Holes in walls and ceilings must be patched. If necessary, the unit must be repainted. Floor coverings provided by your or your predecessor not acceptable to the incoming Member must be removed. The premises must

be left neat and clean. The outgoing Member is responsible for redecorating his or her own unit. This redecorating usually includes painting and cleaning. The outgoing member is also responsible for repairs resulting from negligence and misuse. Redecorating and repairs may be performed by the outgoing Member or the outgoing Member may have the Owner's maintenance staff perform the work. If the owner's staff performs the work, the cost of will be deducted from the Member's Equity and Membership return. If the Member decides to perform the work, the redecorating and repairs must meet the Owner's standards. If the work is not performed up to standard, the outgoing Member will still be charged for the cost of redecorating and repairs and this charge will be deducted from the Equity and Membership return due the outgoing Member. The final decision as to the condition of the unit will be that of the Owner and any expense incurred for redecorating as set forth below will be borne by the vacating Member. The outgoing Member continues to be responsible for carrying charges. Carrying Charges will continue to accrue until the unit is approved by the Managing Agent or board of Directors and a new Member moves in. Upon move out the keys to the unit must be returned to the Cooperative office. The stock certificate (endorsed on the reverse side) and Cooperative handbook must also be returned at this time. The outgoing Member is not considered officially out of the unit until these items have been returned. Failure to return these items will result in a \$35.00 assessment. The electricity should not be turned off or disconnected. The vacating member shall also be responsible to pay the fees charged by the City of Roseville for inspection of the townhome to obtain a Certificate of Occupancy as is required by city code. The vacating member will be charged a \$100 transfer fee pursuant to the Bylaws, and a cleaning fee as set by the Board of Directors.

ABANDONED

PROPERTY 32. If the Members leave any property or possessions in the Town in the Townhome Community after moving out of their Townhome, the property will be deemed abandoned. The owner may send the abandoned property to a storage company and charge the Members for the storage costs, or may itself store the abandoned property and charge a reasonable storage fee to the Members or may sell or dispose of the abandoned property in any manner and at any time not prohibited by law.

HOLDING OVER 33. In the event that the Members do not move out of the Townhome by the termination date of this Occupancy Agreement (see paragraph 3), then the Owner may, at its option, treat the Members as trespassers.

QUIET ENJOYMENT 34. In return for the Members' continued fulfillment of the terms and conditions of this Agreement, the Owner covenants that the members may at all times while this Agreement remains in effect, have and enjoy for their sole use and benefit the Townhome hereinabove described and may enjoy in common with all other members the community property and facilities of the entire Townhome Community.

INFORMATION

DISCLOSURES 35. The Members understand that various credit institutions, mortgage lender, governmental agencies, landlords and other persons may contact the Owner from time to time to request information regarding this Occupancy Agreement transaction between the Members and the Owner, and the Members consent and agree that the Owner may freely disclose any information contained in the Owner's files and records.

NOTICES 36. Unless the Occupancy Agreement or any statute calls for a specific method for notices to be delivered, any notice required to be given by this Occupancy Agreement will be considered to be properly delivered if it is sent by first class mail or personally delivered to the party being notified. Notices to the Owner will be sent or delivered to the address shown on the first page of this Occupancy Agreement, unless the Members are notified of a different Carrying Charges address. Notices to the Members will be sent or delivered to the townhome unless the Owner is notified of a different address. In addition, the Owner may deliver any notice to the Members by attaching the notice to any doors or door frame of the Townhome unless the Members have moved out of the Townhome and notified the Owner of their new address.

APPLICATION

FOR TENANCY 37. Prior to the signing of this Occupancy Agreement by the Members and the Owner, the Members signed an Application for Tenancy, in which the Members gave several items of factual data, and made other representation to the Owner. The Members understand that the Owner has relied on those facts and representation, and that if any of those facts and representations are discovered to be false or incorrect, the Members will be in default under this Occupancy Agreement

MODIFICATION 38. Both the Owner and the Members understand that the whole agreement between them is expressed in this Occupancy Agreement and that there are no verbal understandings and agreements. Except where this Occupancy Agreement says that a change may be made, this Occupancy Agreement may be changed only by a written agreement signed by both the Members and the Owner, and any verbal understandings or agreements will not be binding on either the Members or the Owner. However, the Owner may change this Occupancy Agreement without the consent of the Members thirty (30) days or more before the change takes effect if the change to this Occupancy Agreement is required by federal, state or local law or regulation.

PENALTIES FOR SUBMITTING FALSE

INFORMATION 39. Knowingly giving the Cooperative false information regarding income or other factors considered in determining Tenant's eligibility and rent is a material noncompliance with the lease subject to termination of tenancy.

FAMILY COMPOSITION

VERIFICATION 40. It is the Members duty, on an annual basis, to provide the Cooperative with information of the current family composition and each individual who resides at the town home. In the event the Member has added an adult individual to the household since the prior year, said individual is required to provide the Cooperative with a criminal history and adult with a criminal history is not eligible for occupancy unless consent is given by the Board of Directors. Failure to do so will be considered a material breach of the Occupancy Agreement and will give the Cooperative "good cause" for termination of tenancy. The Member may not add additional residents so as to over utilize the townhome; limit of 2 person's per bedroom. Any individual guest who stays continuously for a period exceeding two (2) weeks is considered an unauthorized occupant and constitutes a material breach of the Occupancy Agreement. Guests of Members who spend 3 nights or more on a continual basis (exceeding one month in duration) shall be determined to be an unauthorized occupant, and the member will be in violation of this agreement.

RELEASE FROM OCCUPANCY AGREEMENT AS A RESULT OF DOMESTIC VIOLENCE.

41. A tenant who has a reasonable apprehension of present danger to him or her or his or her child from domestic violence, sexual assault, or stalking may have special statutory rights to seek a release of rental obligation under MCL 554.601b.

EXTERIOR GARAGES 42. Each Member of the Cooperative has been assigned a garage. This garage is for the exclusive use of the Member and his/her family. Nothing can be affixed to the exterior of the garage except with the express written approval from the Board of Directors. Members are required to park one vehicle which is owned by the Member or one of the authorized residents of the unit in the garage. This vehicle must be properly licensed and in good working order. Although the garage attic may be used for storage by the Member, if a proper floor is constructed on existing trusses this require approval of the Board of Directors, the garage must have sufficient free space to permit a vehicle in its interior. Flammable material, explosives, and chemicals may not be stored in the garage. In fact, any item that is considered to be a threat to health and safety is prohibited from being stored in the interior of the garage. The garage may not be used as living space. The garage door must be in the closed position at all times except for a Member exiting or entering the garage. Members shall be responsible for all damages to their assigned garage.

JOINT AND SEVERAL LIABILITY

43. Each of the Members, if there is more than one Resident, shall be fully liable for all Carrying Charges and other sums due, and the Owner may look to all or any one of the Members for the full satisfaction of any obligation under this Occupancy Agreement, and a judgement against any resident shall not be a bar to a judgement against any other resident.

INTERPRETATION OF OCCUPANCY AGREEMENT

44. It is the intention of the Owner that this Occupancy Agreement be written in a readable form without the use of technical language, except where it was unavoidable. The Members are, however, encouraged to assure themselves that they understand everything in this Occupancy Agreement, and to seek assistance if they do not.

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.

SEVERABILITY AND CAPTIONS

45. If any provision contained in this Occupancy Agreement is prohibited by statute or is declared unenforceable as a result of any judicial decision, then that provision will be null and void, and will not be considered a part of this Occupancy Agreement. If any provision in this Occupancy Agreement is invalidated or becomes void, the remainder of the Occupancy Agreement will not be affected and will remain in full force and effect. The captions and numbers have been inserted only as a matter of convenience, and are not party of this Occupancy Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Occupancy Agreement effective the day, month and year stated at the beginning of this Occupancy Agreement.

YORKSHIRE PLAZACOOPERATIVE

MEMBERS

By: _____
Authorized Signature of Owner or Agent

COMMENCEMENT INVENTORY CHECKLIST FOR MEMBER

MEMBER: _____
ADDRESS: _____ BLDG # _____ UNIT # _____

Dear Member:

You should complete this checklist, noting the condition of the cooperative property, and return it to the management company within seven (7) days after obtaining possession of the unit. You are also entitled to request and receive a copy of the last termination inventory checklist which shows what claims were chargeable to the last prior member.

The undersigned has this day inspected dwelling, Unit # _____, and has found it to be in the acceptable condition with the exception of the following remarks:

IDENTIFICATION OF ITEM	DESCRIPTON OF DAMAGES
WOOD FLOORS	
TILE FLOORS	
APPLIANCES	
WINDOWS	
WALLS	
CLOSETS	
SHELVES	
CEILINGS	