



# Place Properties

## COMMUNITY ADDENDUM

This Community Addendum (this “Addendum”) is made and entered into as of the same date as the Housing Contract (the “Contract”) to which this Addendum is attached by and between Owner and Resident named therein. The terms of this Addendum shall be in addition to the terms of the Contract as if the terms of this Addendum were written into the Contract.

All installments and fees made payable to	St. Joe Place 3310 Academic Place Ft. Wayne, IN 46835
NON-REFUNDABLE APPLICATION FEE	\$60
NON-REFUNDABLE ADMINISTRATION FEE • Renewals are not required to pay fees twice	\$100
COMMENCEMENT DATE	August 18, 2010
EXPIRATION DATE FOR 12 MONTH CONTRACT	July 31, 2011
EXPIRATION DATE FOR 10 MONTH CONTRACT	N/A
EXPIRATION DATE FOR 5 MONTH CONTRACT	N/A
SHORT TERM PREMIUM • Housing Contracts for less than 12 months are offered on a limited availability at specific communities. The additional fee will be added to the monthly installment of Rent. Contact your Community office for more information and regarding your specific move in day.	N/A
INITIAL LATE CHARGE • Charged on the fourth (4 <sup>th</sup> ) day of the month if Rent is not paid by the third (3 <sup>rd</sup> ) day of the month. Rent is delinquent until Rent is paid in full.	\$35
DAILY LATE CHARGE • Charged per day (for a maximum of 15 days) beginning on the fifth (5 <sup>th</sup> ) day of the month. Rent is delinquent until Rent is paid in full.	\$10
RETURN CHECK CHARGE FOR EACH RETURNED CHECK	\$35
ASSIGNMENT FEE • To be paid by Resident or Assigned Resident or both	\$150
TRANSFER FEE from Exclusive Space to another exclusive space within the same Unit	\$150
TRANSFER FEE from Exclusive Space to another exclusive space in a different unit	\$150
RECONNECTION FEE OF UTILITY SERVICES	\$75
INTERNET/CABLE CONNECTION FEE	\$25
In the event utilities are included in the Rent, the following “Threshold Amount” has been allocated for each service. If Resident exceeds the allotted Threshold Amount (s), Resident will be charged and required to pay the overage amount:	\$0
Electricity	\$25
Water / Sewer	\$0
Trash	\$0
Pest Control	\$0
Telephone	\$0
Cable TV	\$0
Internet	\$0
Gas	\$0
HOLDOVER DAILY FEE In an amount of the existing monthly installment of Rent.	125% of monthly Rent

**UTILITIES AND SERVICES:**

**Water Submetering at the Unit:** If the Unit is submetered, a water bill (the "Bill") including water and wastewater charges, will be issued on that basis.

**Payment of Bill:** After the master meter for the Community is read by the retail public utility serving the Community, and after the Owner receives the water bill from the retail public utility, the Bill will be calculated. The Owner will calculate the per unit cost and multiply that per unit cost by the reading on the submeter appurtenant to the Premises to obtain the amount of the Bill. Resident shall pay the Bill as calculated above on or before the due date identified on the Bill. The Resident hereby designates that the Owner may, in the Owner's discretion, apply payments made by Resident under this Addendum first to utilities, then to Rent due under the Contract. In the event that Resident fails to pay all or any portion of the Bill on or before the due date, there will be a late charge of five percent (5%) of the delinquent Bill assessed against Resident. In the event that the Bill is paid with a returned check, the Owner reserves the right to assess a returned check fee as provided in the Contract. In addition to the foregoing, in the event that Resident fails to pay all or any portion of the Bill or fails to comply with any other terms of this Addendum, such failure to pay or comply shall be deemed a default by Resident of the Contract as if Resident failed to pay all or any portion of the rent due under or comply with the Contract and Owner shall be entitled to pursue any rights or remedies Owner would otherwise be entitled to pursue under the Contract or Texas law for Resident's failure to pay rent or comply with the Contract. Additionally, a default under the Contract shall automatically be deemed to be a default under this Addendum.

**HOLDING OVER:**

Owner shall have the right to recover from Resident all rent for the full term of any Housing Contract already signed for the next succeeding term and to proceed with a suit under applicable law against Resident to recover possession of the Premises.

**DEFAULT BY RESIDENT:**

Owner's rights shall include, but shall not be limited to, terminating Resident's right to occupy the Premises and the Unit or terminating the Contract, at Owner's sole discretion, upon one (1) day's written notice to vacate and regain possession of the Premises and the Unit in the manner provided by applicable law. It is understood that in the event Owner terminates a Roommate's right to occupy the Premises and Unit, it shall be a default under this Contract by Resident for such Roommate to occupy the Premises and Unit. In addition, in the event of Resident's default, Resident shall be liable for and shall pay: (i) a reletting fee equal to 85% of one months' Rent to offset the costs of reletting the Premises and Unit; (ii) all monthly Rent and other charges which are payable during the remainder of the term of this Contract, which shall be accelerated automatically without notice and shall be immediately due and delinquent; and (iii) any other sums that may be due pursuant to the Contract or applicable law. Resident acknowledges that the reletting fee is not a cancellation fee or a buyout fee. The reletting fee is liquidated amount covering only Owner's damages associated with Owner's time, effort and expense in finding and processing another resident to occupy the Unit and Premises. Such damages are uncertain and difficult to ascertain.

**ABANDONMENT:**

If Resident is absent from the Unit or Premises for five (5) consecutive days, during the term of this Contract, while all or any portion of the Rent is delinquent, the Unit and Premises shall be deemed abandoned. Owner shall impose reasonable charges for storing personal property left in an abandoned Unit, and may sell same at public or private sale (subject to any recorded chattel mortgage) after 10 days written notice of time and place of same is sent certified mail, return receipt requested, to the Resident at the address of the Unit or at any forwarding address given by Resident to Owner in writing. Sale shall be to the highest cash bidder; proceeds shall be first credited to cost of sale and ten indebtedness; and surplus, if any, shall be mailed to Resident at the above address. It is agreed that none of the above procedures shall necessitate prior court hearing or subject Owner to any liability.

The terms of this Addendum are agreed to and accepted by:

**OWNER:**

**RESIDENT:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Name Printed: \_\_\_\_\_