



## 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	Rockdell Place 2200 Rockdell Drive Fairborn, OH 45324
NON-REFUNDABLE APPLICATION FEE	\$35
NON-REFUNDABLE ADMINISTRATION FEE • Renewals are not required to pay fees twice	\$100
COMMENCEMENT DATE	Sept 3, 2009
EXPIRATION DATE FOR 12 MONTH CONTRACT	August 20, 2010
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 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	\$50
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:	
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:** In 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 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.

**DEPOSIT AND RESIDENT'S OBLIGATIONS AND RESPONSIBILITIES:** The phrase "reasonable wear and tear" shall be changed to "ordinary wear and tear."

**DEFAULT BY RESIDENT:** Owner's rights shall include, but shall not be limited to, terminating Resident's right to occupy the Premises or terminating the Contract, at Owner's sole discretion, upon three (3) day's written notice to vacate and regain possession of the Premises in the manner provided by applicable law. It is understood that in the event Owner terminates a Roommate's right to occupy the Premises, it shall be a default under this Contract by Resident for such Roommate to occupy the Premises. It is expressly understood and agreed that the Resident shall be and remain liable for any deficiency in rent until the term of this Contract expires or until such time as, in the interim, the Premises are leased by another acceptable resident. The Resident shall also be and remain liable for any expense incidental to reletting, cleaning costs beyond ordinary wear and tear, trash removal, painting costs, utilities, or any other damages and costs which Owner has sustained by virtue of the Resident's use and occupancy of the Premises or default under this Contract. In addition to any other events of default, should it be discovered that the Resident or anyone residing in the Premises with the Resident has been convicted of or plead guilty to a sexually oriented offense, the Owner may evict Resident.

**HOLDOVER:** In the event that a New Housing Contract is not executed, and Resident has not vacated the Premises on or before the Expiration Date of the Term of this Contract, Resident shall automatically and immediately become a holdover resident pursuant to applicable law and Owner shall be entitled to recover from Resident holdover rent in advance on a daily basis in an amount listed above and all rent for the full term of any Housing Contract already signed for the next succeeding term. Owner shall also have the right to proceed with a suit under applicable law against Resident to recover possession of the Premises.

**ABANDONMENT:** If the Resident is absent from the Premises for five (5) consecutive days, during the term of this Contract, while all or any portion of the Rent is delinquent, the Premises shall be deemed abandoned.

**OWNER'S RIGHT OF INSPECTION AND ENTRY:** To the extent allowed by applicable law and in accordance with any procedures provided by law, the Owner may peacefully enter the Premises during reasonable times for any reasonable business purpose. If no one is in the Premises, and request has been made for repair or entry by the Resident, Owner may enter peacefully and at reasonable times by duplicate key. The Owner reserves the right to enter by other means if locks have been changed, which shall be considered a violation of this Contract.

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

**OWNER:**

**RESIDENT:**

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

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

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

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