



# 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   | Huntsville Place<br>4955 Century Street<br>Huntsville AL.35816 |
| NON-REFUNDABLE APPLICATION FEE  | \$50   |
| NON-REFUNDABLE ADMINISTRATION FEE<br>• Renewals are not required to pay fees twice  | \$200  |
| COMMENCEMENT DATE   | August 15, 2010  |
| EXPIRATION DATE FOR 12 MONTH CONTRACT   | July 31, 2011  |
| EXPIRATION DATE FOR 10 MONTH CONTRACT   | May 31, 2011   |
| EXPIRATION DATE FOR 5 MONTH CONTRACT  | December 31, 2010  |
| SHORT TERM PREMIUM<br>• 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. |  |
| INITIAL LATE CHARGE<br>• 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.   | \$30   |
| DAILY LATE CHARGE   | \$30 every 5 days  |
| RETURN CHECK CHARGE FOR EACH RETURNED CHECK   | \$35   |
| ASSIGNMENT FEE<br>• 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  |
| UTILITY CONNECTION FEE  | \$25   |
| PROCESSING FEE (ALL BILLS OVER \$5)   | \$3.50 per month   |
| In the event utilities are included in the Rent, the following "Threshold Amount" has been allocated for each service. If Resident exceeds the Threshold Amount (s), Resident will be charged and required to pay the overage amount:   |  |
| Electricity   | N/A  |
| Water / Sewer   | N/A  |
| Trash   | N/A  |
| Pest Control  | N/A  |
| Telephone   | N/A  |
| Cable TV  | N/A  |
| Internet  | N/A  |
| Gas   | N/A  |
| HOLDOVER DAILY FEE<br>In an amount of the existing monthly installment of Rent.   | \$100 per day  |

**NOTICES:**

Resident shall, within five (5) days after occurrence, notify Owner, in writing, of any alleged violation by Owner of any of its obligations arising under this Housing Contract or otherwise. Failure of Resident to give such notification in writing, within the time prescribed shall constitute a total and complete waiver of said alleged violation and shall not be asserted by Resident as any grounds for nonperformance of Resident's obligations under this Housing Contract. Owner has designated Place Management Group, Inc., as its agent for the purposes of managing and operating this Community and for exercising any of Owner's rights hereunder. Every notice or demand to Owner, whether pursuant to this Housing Contract or otherwise, must be in writing and must be delivered by certified mail, Return Receipt Requested, to: Place Management Group, Inc.; Two Live Oak Center, 3445 Peachtree Rd., N.E., Suite 1400, Atlanta, GA 30326; c/o Vice President of Property Management. Owner may give Resident notice by any method allowed by applicable law. Unless otherwise provided by law, notice for all Management purposes shall be considered as having been given and complete when hand delivered to Resident at the address of the Unit or three days after the date such notice is placed in the United States mail with adequate prepaid postage. Notices for entry into the Premises may be posted on the entry door of the Unit if permitted by law.

**INDEMNITY:**

Paragraph 37. of the Housing Contract is inapplicable in Alabama.

**DEPOSIT:**

Owner shall provide Resident an itemization of the application of the Deposit and a refund of the remaining balance of the Deposit, if any, 21 days after termination of the tenancy and delivery of possession of the Exclusive Space to Owner by Resident. The amount of the Deposit required, if any, cannot exceed one month's rent.

**FAILURE TO DELIVER POSSESSION:**

If Owner is unable to deliver possession of the Exclusive Space on the Commencement Date, Rent will abate until possession is delivered, and Resident may: (1) terminate the Housing Contract upon written notice to the Owner and within 5 days thereafter Owner shall return all prepaid rent and security; or (2) bring an action for possession of the Exclusive Space.

**FIRE OR CASUALTY DAMAGE:**

If the Unit is damaged or destroyed by fire or casualty to the extent its use as a dwelling is substantially impaired, Resident may immediately vacate the Unit and notify the Owner in writing within 14 days thereafter of Resident's intent to terminate the Housing Contract or remain in the Unit and receive a reduction in rent in proportion to the diminution in fair market value of the Unit.

**DEFAULT BY RESIDENT:**

If Owner elects pursuant to paragraph 30. of the Housing Contract to terminate Resident's right to possession of the Unit, Owner shall give Resident 14 days written notice. In the case of nonpayment of Rent by Resident, the Owner may terminate the Housing Contract after such 14 day period. If Resident's default is other than a failure to pay Rent, such notice from Owner shall specify the acts and omissions constituting the default and, if the default is remediable by repairs or payment of damages, Resident may remedy the default within the 14 day period and the Housing Contract shall not terminate. 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, to the fullest extent allowed by applicable law, for and shall pay: (i) a reletting fee equal to 85% of one month's 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 Premises for fifteen (15) consecutive days, during the term of the Contract, while all or any portion of the Rent is delinquent, the Premises shall be deemed abandoned. Owner shall have the right to remove personal property remaining in a Unit and Premises deemed abandoned by complying with applicable law regarding seizure of personal property. Owner shall impose reasonable charges for storing such abandoned or seized property, and may dispose of same in any manner Owner chooses.

**CONFLICT:**

In the event of any conflict between the terms of this Community Addendum and the Housing Contract, the terms of this Community Addendum shall control.

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

**OWNER:**

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

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

**RESIDENT:**

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

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