



## 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	2818 Place 1300 Harvey Mitchell Pkwy. College Station, TX 77840
NON-REFUNDABLE APPLICATION FEE	\$50
NON-REFUNDABLE ADMINISTRATION FEE • Renewals are not required to pay fees twice	\$200
COMMENCEMENT DATE	August 17, 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 • 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 regarding your specific move in day.	\$95 for 10 month \$115 for 5 month
INITIAL LATE CHARGE • Charged on the fourth (4 <sup>th</sup> ) day of the month if Rent is not paid on or before 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 11 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	\$200
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
INTERNET/CABLE CONNECTION FEE	\$25
MONTHLY UTILITY BILLING FEE	N/A
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	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 In an amount of the existing monthly installment of Rent.	125% of monthly Rent

## **UTILITIES AND SERVICES:**

**Water Sub-metering at the Unit:** In the event that water service is not part of the "Base Fee" identified in the Housing Contract, the Unit is sub-metered in accordance with the billing rules of the Texas Commission on Environmental Quality, a copy or summary of which is attached hereto and incorporated herein by reference for all purposes. A water bill (the "Bill") including water and wastewater charges, will be issued on that basis. Water consumption or wastewater charges based on water consumption for all common areas and common facilities of the Community (the areas outside any units) will be the responsibility of the Owner and not the Resident. Any disputes relating to the computation of the Bill and the accuracy of the sub-metering device will be between Resident and Owner. Water leaks to the Premises or in common areas will be repaired in accordance with applicable law, considering the severity and nature of the condition and the reasonable availability of materials and labor and of utilities from a utility company. The average monthly bill for all dwelling units in the previous calendar year was \$ N/A . The highest bill for this period was \$ N/A ; the lowest bill for this period was \$ N/A .

**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 sub-meter appurtenant to the Premises to obtain the amount of the Bill. Resident shall pay the Bill as calculated above sixteen (16) days after the Bill is mailed or hand-delivered by Owner or Owner's representative, unless the due date falls on a federal holiday or a weekend; in which case, the following work day shall be the due date. In accordance with the TCEQ's rules, 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:**

In the event that a new Housing Contract is not executed and Resident has not vacated the Premises on or before the expiration of the Term of this Contract, Resident shall automatically and immediately become a holdover resident pursuant to Texas Law and Owner shall be entitled to recover from Resident: (i) holdover rent as listed above, plus (ii) all rent for the full term of any Housing Contract signed by the next resident to occupy the Premises who is unable to occupy due to Resident's holding over. Owner shall have the right 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 re-letting fee equal to 85% of one month's Rent to offset the costs of re-letting 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 re-letting fee is not a cancellation fee or a buyout fee. The re-letting 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.

## **RESIDENT'S RESPONSIBILITY FOR SECURITY:**

Owner will comply with the requirements of state law with respect to providing door locks and window latches to units at the Community. Pursuant to state law, the Unit is equipped with: (1) a window latch on each exterior window of the Unit; (2) a doorknob lock or keyed dead bolt on each exterior door of the Unit; (3) a sliding door pin lock on each exterior sliding glass door of the Unit; (4) a sliding door handle latch or a sliding door security bar on each exterior sliding glass door of the Unit; and (5) a keyless bolting device and a door viewer on each exterior door of the Unit.

Additionally, if the Unit has french doors, one door of each pair of french doors, if any, in the Unit has: (1) a keyed dead bolt or keyless bolting device capable of insertion into the doorjamb above the door and a keyless bolting device capable of insertion into the floor or threshold, each with a bolt having a throw of one inch or more; or (2) a bolt installed inside the door and operated from the edge of the door, capable of insertion into the doorjamb above the door, and another bolt installed inside the door and operated from the edge of the door capable of insertion into the floor or threshold, each bolt having a throw of three-fourths inch or more. At the Resident's request, Owner, at Resident's expense, will install: (1) a keyed dead bolt on an exterior door if the door has a doorknob lock but not keyed dead bolt or a keyless bolting device but not a keyed dead bolt or doorknob lock and (2) a sliding door pin lock or sliding door security bar if the door is an exterior sliding glass door without a sliding door pin lock or sliding door security bar. All Resident's requests or notices regarding security devices must be in writing. Resident is required to pay for repair or replacement of Resident's security device if the repair or replacement is necessitated by misuse or damage by the Resident, a member of the Resident's family, an occupant, or a guest, and not by normal wear and tear. Owner may require Resident to pay charges in advance for which Resident is liable to pay under the circumstances and conditions allowed by Texas law.

**ABANDONMENT:**

**Contractual Lien and Abandonment:** All personal property of Resident in the Premises (except property statutorily exempt by section 54.042 of the Texas Property code) is subjected to a contractual lien to secure payment of delinquent Rent. In order to exercise contractual lien rights, Owner may peacefully enter the Premises (and any storerooms) and remove and store all such property; provided, however, written notice of entry must be left afterward in the Premises in a conspicuous place, along with a list of items removed. If Resident is absent from the Premises for five (5) consecutive days, during the term of the Contract, while all or any portion of the Rent is delinquent, the Premises shall be deemed abandoned. All personal property in abandoned Premises (and all personal property of Residents located elsewhere in the Unit) shall also be deemed to be abandoned. Owner shall have the right to dispose of all abandoned personal property by throwing the property out, giving the property to charity or by selling the property in accordance with the procedures set forth below. Owner shall impose reasonable charges for storing such abandoned or seized property, 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 then 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.

**PARKING:**

In addition to the other rights Owner has to tow vehicles in the Community pursuant to applicable law, Owner shall have the right to tow a vehicle that does not display an unexpired license plate or registration insignia or a valid inspection certificate by complying with applicable law including giving the Owner or operator of the vehicle at least 10 days written notice that the vehicle will be towed from the Community at the vehicle owner's or operator's expense if it is not removed from the parking area.

**LOCKOUTS:**

The owner has the right to conduct a lockout for nonpayment of rent. The written lockout notice delivered to the resident before conducting a lockout must state clearly, in bold or underlined print, that the resident has the right to obtain a key to the unit within two hours of making the request to the owner 24 hours a day, regardless of whether the resident pays the delinquent rent. A lockout can only be conducted once during a rental payment period, and a lockout may not prevent the resident from accessing the common areas of the community, only the resident's unit.

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

**OWNER:**

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

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

**RESIDENT:**

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

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