



## 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	Pembroke Place 490 Prospect Road Pembroke, NC 28372
NON-REFUNDABLE APPLICATION FEE	\$50
NON-REFUNDABLE ADMINISTRATION FEE • Renewals are not required to pay fees twice	\$200
COMMENCEMENT DATE	August 12, 2010
EXPIRATION DATE FOR 12 MONTH CONTRACT	July 31, 2011
INITIAL LATE CHARGE • Charged on the sixth (6 <sup>th</sup> ) day of the month if Rent is not paid by the fifth (5 <sup>th</sup> ) day of the month. Rent is delinquent until Rent is paid in full.	Five percent (5%) of the monthly rent.
DAILY LATE CHARGE • Charged per day beginning on the fifth (5 <sup>th</sup> ) day of the month for a maximum of \$150.00. Rent is delinquent until Rent is paid in full.	\$0
RETURN CHECK CHARGE FOR EACH RETURNED CHECK	\$35
ASSIGNMENT FEE • To be paid by Resident or Assigned Resident or both	\$300
NON REFUNDABLE PET FEE • \$25 Monthly Pet Fee Per Pet	\$300
TRANSFER FEE from Exclusive Space to another exclusive space within the same Unit	\$100
TRANSFER FEE from Exclusive Space to another exclusive space in a different unit	\$350
RECONNECTION FEE OF UTILITY SERVICES	N/A
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 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.	\$100

**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, 30 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 two month's rent.

**DEFAULT BY RESIDENT:**

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 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. If Owner files a complaint for summary ejectment and/or money owed due to Resident's default, Owner will charge a complaint filing fee equal to five percent (5%) of the monthly rent. If Owner successfully prosecutes the complaint, Owner will charge a court appearance fee equal to ten percent (10%) of the monthly rent. In the event of a new trial following an appeal, Owner will charge a second trial fee equal to twelve percent (12%) of the monthly rent. These fees are not cumulative.

**ABANDONMENT:**

If Resident is absent from the Unit for ten (10) consecutive days, during the term of the Contract, while all or any portion of the Rent is delinquent, and has not responded to a notice of abandonment suspected abandonment placed inside and outside the Unit 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: \_\_\_\_\_