

**Addendum to all leases entered into with Plum Properties, LLC**

1. **THE PARTIES TO THIS ADDENDUM** (the “Addendum”) are the owner of the Apartment (hereinafter referred to as “Owner”), acting by and through its authorized agent, Plum Properties, LLC (“Plum”) and the residents referenced on page one of this Lease (hereinafter referred to as “Resident”).
2. **USE.** The Apartment is for use by Resident only as a private residence and not for any business or commercial use.
3. **RENT.** All Residents are *jointly and severally responsible* for the full amount of the lease. The rent, in the form of **ONE payment**, is due by the first day of each month. Cash will not be accepted unless specifically authorized in writing in advance. At Owner’s option, it may require that all Rent and other sums be paid in either certified check, cashiers’ check or money order. If Resident shall fail to pay any installment of rent within thirty (30) days of the date on which it is due and payable, Resident shall pay in addition to the rent, a late charge in the amount of ten percent (10%) of the rent due. The late charge is additional Rent. Acceptance of the Rent by Owner after the 1<sup>st</sup> day of the month is not a waiver of the due date for Rent. All monies received by Owner shall be applied first to non-rent items, then to Rent. **RESIDENT WILL PAY A CHARGE OF \$50.00 FOR EACH CHECK RETURNED TO OWNER BY A BANK OR OTHER ENTITY FOR ANY REASON.** In the event that Owner receives two (2) non-sufficient fund (“NSF”) checks, Rent and all other sums due for rent or otherwise must be paid in either certified check, cashier’s check or money order.
4. **RESIDENT ACCEPTANCE.** Within forty-eight hours of Move-In, Resident agrees to report to Owner in writing any defects in the condition of the apartment. Owner will initially furnish light bulbs for the Apartment; thereafter, light bulbs will be replaced by Resident at Resident’s expense. The Apartment and all other areas which are reserved for Resident’s private use shall be kept reasonably clean and sanitary by Resident. **No alterations**, improvements, painting, installations of antenna, telephone, computer, cable television outlets, or dryer outlets will be permitted without the prior written consent of Owner. **Resident may not change shower head devices**, place water furniture, washers, dryers or similar appliances in the Apartment or otherwise alter the Apartment, its’ contents, fixtures or equipment of the Community without the prior written consent of Owner. A reasonable number of small holes in sheetrock walls and in the grooves of wood paneling will be allowed to hang pictures. Resident shall not duplicate keys to the Apartment or remove Owner’s fixtures, equipment, security devices, electronic alarm system, furniture, or furnishings from the Apartment for any reason.
5. **COMMUNITY POLICIES.** Resident, Occupants, guests, invitees and other present at the Community with Resident’s consent shall comply with all written Community policies which shall be considered part of the Lease and Owner may make policy changes if in writing and given to Resident. All such policies may be enforced through Owner’s agents or legal representatives, and Resident shall hold same harmless for reasonable enforcement thereof. Resident may not operate any type of business or conduct any commercial activity in or from the Apartment. Garbage shall be disposed of only in designated receptacles. All parking lots, driveways, walkways, landscaped areas, laundry rooms, recreational areas, and other areas and facilities available for common use by Residents (the “Common Areas”) are subject to Owner’s exclusive control. Sidewalks, steps, outside hallways, entrances, walkways, and stairs shall not be obstructed in any

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way or used for any purpose other than ingress or egress. Owner may impose such specific restrictions or resident's use of the Common Areas as it deems appropriate by giving notice by sign, letter, or other means to resident and violation of any such restrictions shall be a default by Resident. The Common Areas are to be used solely at the risk of the person using them. Owner may regulate or prohibit from the Apartment or Community motorcycles, mopeds, bicycles, tricycles, skateboards, roller skates, trampolines, exercise equipment, recreational vehicles, boats, trailer or inoperable vehicles. Resident shall not cause or permit the display of any sign or advertising matter which is visible outside the apartment or is on the Common Areas or otherwise in the Community, without the Owner's prior written consent. Owner reserves the right to control the entry upon the Community by Resident's guests, agents, licensees or invitees, furniture movers, delivery persons, solicitors and/or salespeople. Owner may prohibit from the Apartment or Community guests or invitees who, in Owner's reasonable judgment, have been disturbing the peace, disturbing other residents, or violating Community policies. Resident, Occupants, guests, invitees and others present at the Community with Resident's consent shall not be disorderly, boisterous or unlawful, or disturb the peace or the rights and privileges of other residents, or permit any unlawful activities or any act or practice which will injure the reputation of the community. In the event Resident violates any law or Community policy, Resident shall be subject to those remedies provided for breach of the Lease.

6. **RESIDENT SHALL BE RESPONSIBLE FOR** procuring rental insurance and coverage for personal property and for any damage caused by Resident to the Common Areas or premises. **OWNER AND ITS REPRESENTATIVES ARE NOT INSURERS. OWNER STRONGLY RECOMMENDS THAT RESIDENT SECURE INSURANCE TO PROTECT ITS PROPERTY.**
  
7. **RESIDENT AGREES TO PAY TO OWNER WITHIN FIVE (5) DAYS** after the demand the amount of any loss, property damage, or cost of repairs or service incurred by Owner, including damages from windows or doors left open, which is caused intentionally, negligently or by the improper use of the Apartment, Common Areas or the Community by Resident, Occupants, guests, invitees, pets or others at the Community with Resident's consent. Resident shall be responsible for all plumbing stoppages occurring in lines exclusively serving the Apartment, and damage to doors, windows or screens. Owner's delay in demanding damage reimbursements, late-payment charges, returned check charges or other sums due by Resident shall not be deemed a waiver of these charges; and Owner may demand same at any time (including at move-out). The rights and remedies of Owner under this Lease are cumulative, and the use of one or more thereof shall not exclude or waive the right to the use of any other remedy.
  
8. **REPAIRS AND MALFUNCTIONS.** Under no circumstances is the Resident to perform any painting, repairs, or alterations, or contract for any painting, repairs, or alterations to the unit without the express written permission of the Owner. Any requests for repairs or maintenance should be directed to the Maintenance person listed on page 1 of this lease. Any deductions from the monthly rent for unauthorized repairs or unauthorized contracted work shall be considered rent in arrears. **RESIDENT SHALL PROMPTLY REQUEST, IN WRITING, ANY REPAIRS TO BE MADE TO THE APARTMENT OR ITS CONTENTS, FIXTURES, SECURITY DEVICES AND OTHER EQUIPMENT, ETC., WHICH BELONG TO OWNER, THAT ARE**

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NECESSARY TO MAINTAIN IN PROPER CONDITION, EXCEPT IN CASE OF EMERGENCY WHEN ORAL REQUESTS TO THE MANAGEMENT OFFICE ONLY WILL BE ACCEPTED. In case of malfunctions of equipment, fixtures, security devices or utilities, or damage by fire, water or other cause, Resident shall notify Owner immediately. Should the Apartment, in Owner's sole discretion, become unfit for occupancy, Owner may refuse to repair and, by giving written notice, terminate the Lease. Owner may temporarily turn off equipment and interrupt utilities to avoid damage to property or to perform maintenance requiring the same.

9. **PETS.** Resident will not permit any pet or animal, even temporarily, anywhere in the Apartment or the Community without prior written consent of Owner, which consent may be withdrawn at any time by written notice. The presence of a pet or animal without such consent shall constitute a breach of a material condition hereof. It is understood and agreed by Resident that any expenses incurred by Owner or its representatives, including cleaning of carpet, in the extermination of fleas and ticks in the Apartment after termination of the Lease are recoverable by Owner from Resident and are not considered normal wear and tear. Resident agrees to pay Owner's cost for the extermination of fleas and ticks in the Apartment. In the event Owner agrees to permit Resident to have a pet in the Apartment Community, Resident agrees (a) that only the Pet(s) described and named hereunder will occupy the Premises and that no additional or different pet is authorized under the Lease; (b) that the pet will be kept inside the Apartment at all times except when on a leash and accompanied by and under the control of Resident; (c) that if the pet becomes annoying, bothersome, or in any way a nuisance to other residents or to the apartment operation, resident will immediately upon notice from the Owner remove the pet from the Premises or vacate the Apartment; and (d) that the pet will not exceed twenty-five (25 ) pounds in weight when full grown.
10. **RESIDENT SHALL NOT** vacate the Apartment at any time without prior payment of all sums due or to become due for the entire Lease Term and any extensions or renewals thereof, nor shall resident be absent from the Apartment for any seven (7) consecutive days while any money is due to Owner. If Resident is absent from the Apartment for any seven (7) consecutive days during the Lease Term or any renewal or extension period while all or any portion of the rent is delinquent, the Apartment may be deemed abandoned.
11. **HEAT/HOT WATER.** Unless otherwise specified in the Lease, Resident shall responsible for all costs related to the providing of heat and hot water. Heating provided is considered sufficient: No space heaters are allowed in the unit.
12. **NOTICE AND ACCESS.** Resident agrees to give Owner *ninety (90) days written notice* prior to the expiration of the lease of intent to renew or intent not to renew their tenancy in the leased premises. *The lease itself is not considered to be sufficient notice of intent.* Owner reserves the right to show the unit during the last ninety (90) days of the tenancy, upon receiving notice of non-renewal.
13. **LOCKS AND KEYS.** There is a \$60 (sixty dollar) lock-out fee; and a fee of \$75 (seventy-five dollars), plus \$25 (twenty-five dollars) per lock, for each lock that the Owner must change as a result of lost keys or domestic disputes.

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- 14. Air conditioning units must operate on 7 amps or less.
- 15. **THIS CONTRACT** may be executed in multiple copies. Omission of initials on any page of this Lease does not invalidate the Lease. A copy of Owner's Community policies will be furnished when Resident moves in, or earlier if requested.
- 16. **SPECIAL PROVISIONS OR ADDITIONAL AGREEMENTS:** In the event of an emergency, death, or illness involving Resident, Resident hereby authorizes Owner or its representatives to give Resident's key and release of all resident's possessions to the representative designated as the Emergency Contact on Tenant Information Form included with this Lease, subject to Owner being directed otherwise by a Probate or other court of law. During the Lease Term or during any renewal or extension thereof, upon thirty (30) days' written notice to Resident.
- 17. **HAZARDOUS SUBSTANCE.** Resident shall use no hazardous substance or hazardous materials in or around the apartment except for normal household cleaning products which will be used and stored in a manner consistent with such household use, and Residents shall dispose of such cleaning products in accordance with all applicable laws.
- 18. **NO SMOKING.** There is NO SMOKING in the leased unit, in any common areas, or on the grounds of the Property.
- 19. This Addendum shall be incorporated into the Lease and shall be binding on all parties. In the event of a conflict between the Lease and Addendum, this Addendum shall control.
- 20. **THIS IS A BINDING LEGAL DOCUMENT. READ ENTIRE CONTRACT, AND ANY ADDENDA ATTACHED THERETO, CAREFULLY BEFORE SIGNING BELOW AND INITIALING ALL PAGES ATTACHED HERETO.**

OWNER: \_\_\_\_\_  
Alan Savenor, for Plum Properties, LLC

RESIDENT(S)	Date
_____	_____
_____	_____
_____	_____
_____	_____