

Commonwealth Terrace Cooperative, Inc.

MAINTENANCE ADDENDUM

I. The Co-op shall be responsible for all costs of operating and managing CTC Housing, except for those costs specifically identified in the Management Agreement or this Maintenance Addendum as being the responsibility of the University.

II. Maintenance, Operations and Alterations

A. GENERAL

1. Maintenance, Repairs and Responsibilities

The Co-op shall be responsible for performing all maintenance, repair, and replacements (but excluding Capital Renewals as defined in the Management Agreement) at CTC Housing. The University reserves the right to perform emergency and certain other maintenance obligations of the Co-op as hereinafter defined with such costs to be paid by the Co-op. The University will notify the Co-op in writing of any unsatisfactory maintenance or repair work done by the Co-op or its contractors. If the unsatisfactory work is not done, re-done, or completed within a reasonable period of time for such work, the University shall have the right to complete or re-do incomplete or unsatisfactory work at the Co-op's expense.

If there are repeated repairs required to mechanical, electrical, plumbing or other CTC Housing building systems, and such repairs are of the same nature and potentially indicative of system failure, the University and Co-op shall meet to discuss the condition of the system and consider whether a replacement plan, maintenance plan, or abandonment of the system is appropriate, which determination shall be made by the University following consultation with the Co-op. Replacement of any such system will be considered a Capital Renewal and the responsibility of the University.

2. Utilities

The University will not be responsible for any damage, injuries or costs arising from interruption of any utilities. The Co-op, or its contractors, shall have access to apartments and common areas of CTC Housing for

maintenance, operation and construction of any utilities. Should any utility service interruption occur on the property, the Co-op has the responsibility to notify the University as soon as possible. If the University has knowledge of any work or service that will result in any utility interruption, it has the responsibility to notify the Co-op as soon as possible.

3. Telecommunications and Coaxial Infrastructure

Hardwired telephone services to residential space will be subject to separate agreements between the Co-op, or individual residents, and telephone service providers. The cable or television service provider choice is at the discretion of the Co-op. Should the Co-op enter into a contract with a service provider, the contract is subject to review by the University to ensure compliance with University standards. The contract should specifically address installation and maintenance standards such as, but not limited to, burying cables below grade, running wires in conduit where visible, caulking exterior penetrations and running residentially inside interior walls when inside apartments.

4. Electronics, Networking, and Surveillance Equipment

The University may furnish electronic equipment on the property at its cost including but not limited to networking infrastructure, surveillance equipment, door access controls, or other electronic devices. The maintenance, service, and repair of these devices will need to be completed in accordance with University guidelines for such equipment, the cost of which will be covered by the Co-op.

5. Capital Renewals

The Co-op shall conduct and complete, or engage a contractor to conduct and complete, the Capital Renewals outlined in the multi-year Capital Expenditures Plan to the extent provided in the Management Agreement and requested by the University. The Co-op and all contractors shall perform such work in accordance with University policies and standards. The Co-op will obtain the prior written approval of University before commencing any work on the multi-year Capital Renewals. The Co-op will provide the University evidence of contractor bond as required in the Management Agreement and will enter into contracts with only licensed contractors approved by University. Rent loss resulting from the temporary closure of

certain units or buildings for work outlined in the multi-year Capital Expenditures Plan will be the responsibility of the University.

In the event the Co-op requests a capital improvement to CTC Housing that is not included in the allocation for capital improvements in University's annual operating budget, such capital improvement, if approved by University, will be funded and may be amortized (with interest) by the University over the estimated remaining life of the capital improvement and the yearly amortized amount will be added to the University's annual operating budget during the amortized life of the capital improvement.

6. University Inspection

The University and the Co-op will together conduct periodic inspections of the condition of CTC Housing, and the workmanship and quality of materials used by the Co-op in the maintenance and repair of CTC Housing, or whenever suspected or reported deficiencies or major maintenance projects warrant inspection. The inspection personnel may consist of University representatives from Housing & Residential Life, Environmental Health and Safety, and Facilities Management, and a representative of the Co-op. The Parties will mutually determine the nature of any deficiencies, corrective action to be taken, and date by which such action must be completed. A written report will be provided to the Co-op. A report as to the steps the Co-op is taking to correct all deficiencies identified in the report will be provided to the University every thirty (30) days, or until such deficiencies have been resolved to the reasonable satisfaction of the University.

7. Capital Expenditure Plan

The Co-op and the University will annually review the University's multi-year Capital Expenditures Plan for CTC Housing on or before November 1. This Plan will contain detailed projections of the maintenance requirements of CTC Housing for the then-current multi-year Plan. The Plan will include identification of deferred maintenance items (i.e., major replacement projects: roofs, windows, cabinets, boilers, etc.), Capital Renewals (particularly code enforcement items: upgrading fire alarm systems, upgrading emergency lighting, etc.), and major on-going maintenance items.

B. ELECTRICAL

The Co-op shall be responsible for repair and maintenance of above and underground electrical systems beyond the transformer including systems located in units and buildings of CTC Housing and all secondary wiring. The Co-op shall repair and maintain service outlets and fixtures, including such items as faulty and/or damaged light switches, wall outlets, etc., located in CTC Housing.

C. MECHANICAL

The Co-op shall be responsible for maintenance of all mechanical equipment and systems serving CTC Housing, including services up to and including service outlets (water and gas) in each building, and sewer services beyond building clean-out. The Co-op will repair and maintain any and all exposed motors, pumps, valves, plumbing fixtures (including hot water heaters), and water and gas lines, and will also be responsible for the cleaning and routine maintenance of sewer and waste lines.

D. PAINTING

The Co-op will perform all interior and exterior painting. Work standards and quality of materials are subject to approval by the University. Storage areas, handrails, halls and all painted surfaces of the buildings are to be included in the painting program.

1. Interior Painting

Apartments will be painted in neutral tones. The Co-op may allow CTC Residents to paint accent tones as desired, but apartments must be repainted in neutral tones upon termination or expiration of the Management Agreement, or the Co-op will be responsible for the cost incurred by the University to perform this work. Painting of stained surfaces (woodwork) is prohibited. Painting of metal surfaces or frames will be preceded by washing down, and application of rust inhibitor.

2. Exterior Painting

Exterior colors may not be changed unless approved by the University. Either exterior oil base or exterior latex paint shall be applied over a primer coat on outside surfaces. All metal, wood, and masonry window frames and door surfaces must be properly prepared before paint (as specified in Section 1 above) is applied.

Exterior painting shall be completed when, in the Co-op's or the University's judgment, it becomes necessary.

E. HEALTH AND SAFETY

The Co-op shall consult with University's Department of Environmental Health & Safety and Housing & Residential Life before initiating any modification, replacement or improvement intended to address a health or safety issue.

F. ROUTINE CUSTODIAL PROCEDURES, MAINTENANCE AND REPAIRS

The Co-op shall perform daily maintenance and custodial practices to ensure the safety and welfare of CTC Residents. The cleanliness and appearance of CTC Housing must meet University approval.

The following maintenance standards are provided as guidelines only, and repairs and maintenance sufficient to meet the standards set out in this Addendum must be performed as frequently as necessary to meet these standards either by the Co-op's maintenance personnel or by CTC Residents as part of their cooperative duties.

1. Daily

- Sweep entrances and walks to entrances.
- Check laundry rooms for trash and leaks.
- Check hall and entry lights.
- Check community center for litter and spot clean as required.
- Check and clean up garbage area as required.
- Remove snow and treat ice as necessary

2. Weekly

- Check fire/smoke alarms.
- Clean and scrub laundry rooms.
- Vacuum carpeted halls and stairs.
- Clean Community Center.
- Check laundry lint filters and exhaust louvers and clean.
- Check equipment rooms.
- Pick up outside litter.
- Water lawns in season.
- Mow lawns in season.

3. Monthly
 - Clean walls and woodwork (hallways, stairs and laundry).
 - Hose down garbage area and clean up as necessary.

4. Quarterly
 - Check roofs for general condition.

5. Semi-Annual
 - Clean light fixtures and public area windows.
 - Repair or replace doors, windows and screens as needed.
 - Spray lawns for weeds in Spring and Fall.

6. Annual
 - Inspect and have all fire extinguishers recharged.
 - Repair sod as needed.
 - Prune trees and shrubs.
 - Fertilize lawns.
 - Edge lawns along sidewalks and curbs.
 - Repair and replace damaged concrete.
 - Patch and level asphalt areas.
 - Repair playground area and equipment.

7. A Preventive Maintenance Program shall be established for all mechanical equipment used for heating, cooling, or ventilating all buildings, laundry exhaust systems, and Community Building kitchen equipment. The program shall enumerate all functions to be performed, frequency, etc. This program would also dictate that a "good" supply of any and all replacement parts shall be kept on hand. (This becomes more critical as time goes on and parts are not obtainable because of obsolescence, etc.).

G. CHANGE OF TENANT PROCEDURES:

Clean and repair throughout in accordance with the following suggested guidelines.

1. Paint as needed.
2. All walls must be clean and free of streaks or marks.
3. All floors must be clean and waxed; replace cracked, chipped or badly marred tile and floor covering. All carpets shall be vacuumed and extracted, with professional equipment. Damaged areas shall be repaired or replaced.

4. All closets must be clean and free from marks on interior and doors.
5. Kitchen cabinets, sinks and countertops must be clean and free of streaks and marks.
6. The refrigerator must be clean; ice trays and shelves and other interior items in place; check for general condition and ensure that the refrigerator is undamaged.
7. Stoves must be absolutely clean inside and out; no spots on stove or in oven or broiler. Check physical condition to insure proper operation.
8. Bathroom must be clean with all fixtures, paper holders and racks in good condition.
9. All electrical fixtures must be clean and have light bulbs.
10. All heat radiation units must be clean.
11. All windows must be clean inside and out.
12. Woodwork must be clean and free of nail holes.

H. The Co-op shall enter into contracts for garbage collection, fire extinguisher inspection, insect and pest control, and snow plowing. With the prior written approval of University, certain major or deferred maintenance projects which are the responsibility of the University may be contracted by the Co-op with reimbursement by the University.

III. Provision for Deferred Maintenance and Equipment Replacement

The University will be responsible for establishing a capital plan for replacement and restoration of buildings and systems. Allocations for capital improvements will be included in the University's annual operating budget as a capital reserve account to be expended according to the capital plan or as necessary. The capital plan will be reviewed and coordinated with the Co-op annually.

IV. Inspections

The University and the Co-op shall conduct a joint inspection of building, grounds, equipment and supplies upon termination or expiration of the Management Agreement and this Maintenance Addendum.