# **EXHIBIT 1**

Randi Milroy and Dan Williams, etc.
v.
Bell Partners, Inc., et al.

Wake County – General Court of Justice, Superior Court Case No.: 18 CV 011642

**Summons and Complaint** 



Service of Process Transmittal

10/01/2018

CT Log Number 534146546

TO: Jennifer Scroggins

Hudson Advisors L.P.

2711 N Haskell Ave Ste 1800 Dallas, TX 75204-2921

RE: Process Served in North Carolina

FOR: LSREF3 Bravo (Raleigh), LLC (Domestic State: DE)

#### ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: RANDI MILROY and DAN WILLIAMS, etc., Pltfs. vs. BELL PARTNERS INC., et al., Dfts.

// To: LSREF3 Bravo (Raleigh), LLC

**DOCUMENT(S) SERVED:** Summons, Return, Complaint, Exhibit(s)

COURT/AGENCY: Wake County - General Court of Justice - Superior Court Division, NC

Case # 18CV011642

ON WHOM PROCESS WAS SERVED: CT Corporation System, Raleigh, NC

DATE AND HOUR OF SERVICE: By Certified Mail on 10/01/2018 postmarked on 09/27/2018

JURISDICTION SERVED: North Carolina

APPEARANCE OR ANSWER DUE: Within 30 days after you have been served.

ATTORNEY(S) / SENDER(S): Edward h. maginnis

MAGINNIS LAW PLLC

4801 Glenwood Avenue, Suite 310

Raleigh, NC 27612 919-526-0450

ACTION ITEMS: CT has retained the current log, Retain Date: 10/01/2018, Expected Purge Date:

10/06/2018

Image SOP

Email Notification, Jennifer Scroggins jscroggins@hudson-advisors.com

Email Notification, Connie Fleming cfleming@hudson-advisors.com

SIGNED: CT Corporation System
ADDRESS: 160 MINE LAKE CT STE 200

Raleigh, NC 27615 954-473-5503

**TELEPHONE:** 954-473-5503



4801 GLENWOOD AVENUE / SUITE 31G

LAW
GH, NC 27612

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VUSA CLIF - 134 04/17+

CERTIFIED MAIL



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LSREF3 Bravo (Raleigh), LLC C/o CT Corporation System, Reg. Agent 160 Mine Lake Ct., Suite 200 Raleigh NC 27615-6417

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STATE OF NORTH CAROLINA	File No. 18 (, V U 1 16 4 2
WAKE County	In The General Court Of Justice ☐ District ☑ Superior Court Division
Name Of Plaintiff RANDI MILROY and DAN WILLIAMS, et al.  Address c/o MAGINNIS LAW, PLLC, 4801 GLENWOOD AVE., STE. 310	CIVIL SUMMONS   ALIAS AND PLURIES SUMMONS (ASSESS FEE)
City, State, Zip RALEIGH NC 27612	
VERSUS Name Of Defendant(s)	G.S. 1A-1, Rules 3 and 4 Date Original Summons Issued
BELL PARTNERS INC., LSREF3 BRAVO (RALEIGH), LLC d/b/a THE RESERVE AT LAKE LYNN, DPR WESTOVER, LLC d/b/a CARY RESERVE AT WESTON, and HUDSON CAPITAL WESTON, LLC d/b/a CARY RESERVE AT WESTON	Date(s) Subsequent Summons(es) Issued
To Each Of The Defendant(s) Named Below:	
Name And Address Of Defendant 1 LSREF3 BRAVO (RALEIGH), LLC c/o CT CORPORATION SYSTEM, Reg. Agent 160 MINE LAKE CT., SUITE 200 RALEIGH NC 27615-6417	Name And Address Of Defendant 2
A Civil Action Has Been Commenced Against You!  You are notified to appear and answer the complaint of the plaintiff a  1. Serve a copy of your written answer to the complaint upon the pl served. You may serve your answer by delivering a copy to the p  2. File the original of the written answer with the Clerk of Superior C  If you fail to answer the complaint, the plaintiff will apply to the Court	aintiff or plaintiff's attorney within thirty (30) days after you have been laintiff or by mailing it to the plaintiff's last known address, and Court of the county named above.
Name And Address Of Plaintiff's Attorney (if none, Address Of Plaintiff)	Date Issyed
KARL S. GWALTNEY	Signature //
MAGINNIS LAW, PLLC 4801 GLENWOOD AVENUE, SUITE 310	Me-
RALEIGH NC 27612	Deputy CSC Assistant CSC Clerk Of Superior Court
☐ ENDORSEMENT (ASSESS FEE)	Date Of Endorsement Time
This Summons was originally issued on the date indicated above and returned not served. At the request of the plaintiff,	Signature
the time within which this Summons must be served is extended sixty (60) days.	Deputy CSC Assistant CSC Clerk Of Superior Court
	programs in which most cases where the amount in controversy is \$25,000 or ties will be notified if this case is assigned for mandatory arbitration, and, if
(O AOC-CV-100, Rev. 6/16 © 2016 Administrative Office of the Courts	ver)

	RETURN OF SERVICE						
l certify that this Summons and a copy of the complaint were received and served as follows:							
DEFENDANT 1							
Date Served	Time Served	MA	PM	Name Of Defendant			
☐ By delivering to the defend							
	By leaving a copy of the summons and complaint at the dwelling house or usual place of abode of the defendant named above with a person of suitable age and discretion then residing therein.						
As the defendant is a corp below.							
Name And Address Of Person V	fith Whom Copies Left (if c	orporation,	give title of	person copies left with)			
				<del></del>			
Other manner of service (	specify)						
☐ Defendant WAS NOT serv	ed for the following n	eason:					
·	<del> </del>		DEFEN	DANT 2			
Date Served	Time Served	AM	□РМ	Name Of Defendant			
By delivering to the defend	dant named above a	copy of	the summ	ons and complaint.			
By leaving a copy of the s person of suitable age and				house or usual place of abode of the defendant named above with a			
As the defendant is a corpbelow.							
Name And Address Of Person V	Name And Address Of Person With Whom Copies Left (if corporation, give title of person copies left with)						
	·						
Other manner of service (	Other manner of service (specify)						
☐ Defendant WAS NOT sen	☐ Defendant WAS NOT served for the following reason:						
Service Fee Paid				Signature Of Deputy Sheriff Making Return			
\$ Date Received			Name Of Sheriff (type or print)				
County Of Physics							
Date Of Return				County Of Sheriff			

STATE OF NORTH CAROLINA	SUPERIOR COURT OF JUSTICE
COUNTY OF WAKE	CASE NO CVS
RANDI MILROY and DAN WILLIAMS, on behalf of themselves and all others similarly situated,	2018 SEP 21 P 4: 151
Plaintiffs,	COMPLAINT
<b>v.</b>	) (Class Action)
BELL PARTNERS INC., LSREF3 BRAVO (RALEIGH), LLC d/b/a THE RESERVE AT LAKE LYNN, and DPR WESTOVER, LLC d/b/a CARY RESERVE AT WESTON, and HUDSON CAPITAL WESTON, LLC d/b/a CARY RESERVE AT WESTON,	(Class Action)
Defendants.	

Plaintiffs Randi Milroy and Dan Williams (hereinafter "Plaintiffs"), on behalf of themselves and the proposed Classes, files this Complaint against Bell Partners Inc., LSREF3 Bravo (Raleigh), LLC, DPR Westover, LLC, and Hudson Capital Weston, LLC (hereinafter "Defendants" or "Bell") and states:

### **NATURE OF THE ACTION**

- 1. This is an action brought by Plaintiffs and others similarly situated due to unlawful and unfair debt collection practices engaged in by Defendants in their attempts to collect upon fees, penalties, and other improper charges, when such costs, fees, charges, and amounts are not owed and expressly prohibited.
- 2. This case arises under the Residential Rental Agreements Act, N.C.G.S. § 42-38 et seq., the Uniform Commercial Code Negotiable Instruments, N.C.G.S. § 25-3-506, the North Carolina Debt Collection Act, N.C.G.S. § 75-50 et seq., the North Carolina common law of

contracts, and the Uniform Declaratory Judgment Act, N.C.G.S. § 1-253, et seq.

3. This is a class action, filed pursuant to Rule 23 of the North Carolina Rules of Civil Procedure on behalf of all tenants of any North Carolina apartment complex in which Bell provides property management services, including but not limited to tenants of the apartment complex owned by LSREF3 Bravo (Raleigh), LLC d/b/a The Reserve at Lake Lynn ("Reserve at Lake Lynn"), and DPR Westover, LLC and Hudson Capital Weston d/b/a Cary Reserve at Weston" ("Reserve at Weston") in Wake County, North Carolina who pursuant to Defendants' standardized policies and procedures, have during the past four (4) years (a) received one or more communications from Defendants that violate North Carolina law as further set forth herein, and/or (b) have paid amounts in excess of those allowed by North Carolina law.

### **JURISIDICTION AND VENUE**

- 4. The foregoing allegations are incorporated by reference and realleged herein.
- 5. This Court has jurisdiction over the parties and this action pursuant to N.C.G.S. § 42-44, N.C.G.S. § 25-1-305, N.C.G.S. §§ 75-16 and 56, N.C.G.S. § 1-75.4 and N.C.G.S. § 1-253.
- 6. Venue is proper under N.C.G.S. § 1-79 and § 1-82 in that Defendant Bell Partners Inc. maintains its principle place of business in Guilford County, North Carolina, and regularly engages in business in Wake County, North Carolina.

#### **PARTIES**

- The foregoing allegations are incorporated by reference and realleged herein.
- 8. Plaintiff Randi Milroy is a citizen and resident of Wake County, North Carolina who at all relevant times, leased an apartment from Defendants at Reserve at Lake Lynn.
  - 9. Plaintiff Dan Williams is a citizen and resident of Wake County, North Carolina

who at all relevant times, leased an apartment from Defendants at Reserve at Weston.

- 10. Plaintiffs are each "tenants" subject to the protections of N.C.G.S. § 42-46.
- 11. Plaintiffs are each "consumers" as defined by N.C.G.S. § 75-50.
- 12. Defendant Bell Partners Inc. is, upon information and belief, a corporation organized and existing under the laws of the state of North Carolina, with a principal place of business in Guilford County, North Carolina. Upon information and belief, Defendant Bell Partners, Inc. maintains a business in Wake County, North Carolina, and has regularly engaged in business in Wake County, North Carolina.
- 13. Upon information and belief, Bell Partners, Inc. owns, has owned, or was the purchasing entity for various Bell physical properties in North Carolina.
- 14. Upon information and belief, Bell Partners, Inc. is the only property management company for all of Bell's North Carolina properties, including the Reserve at Lake Lynn and Reserve at Weston.
- 15. LSRE3 Bravo (Raleigh), LLC d/b/a The Reserve at Lake Lynn is, upon information and belief, a limited liability company organized under the laws of the state of North Carolina, and has regularly engaged in business in Wake County, North Carolina. LSRE3 Bravo (Raleigh), LLC holds itself out to the public as the "The Reserve at Lake Lynn."
- 16. DPR Westover, LLC d/b/a Cary Reserve at Westover is, upon information and belief, a limited liability company organized under the laws of the state of North Carolina, and has regularly engaged in business in Wake County, North Carolina.
- 17. Hudson Capital Weston, LLC d/b/a Cary Reserve at Westover is, upon information and belief, a limited liability company organized under the laws of the state of North Carolina, and has regularly engaged in business in Wake County, North Carolina. Hudson

Capital Weston, LLC holds itself out to the public as the "Cary Reserve at Weston."

- 18. Upon information and belief, Defendant Bell Partners Inc. employs the persons and other entities to operate the properties in North Carolina, including the Reserve at Lake Lynn and Cary Reserve at Weston.
- 19. Upon information and belief, with respect to all actions and decisions to this action, Defendants have operated as a single entity. Defendants have held themselves out to the North Carolina public, including Plaintiff, as if each of the entities were operating as a single entity known as "Bell," including by way of example, corresponding electronically with tenants as "Bell" and in the "Initial Collection Letters" defined below, and in other written correspondence sent to Plaintiffs and other North Carolina residents, the form letters is identified as being sent from "Bell."
- 20. Upon information and belief, at all times pertinent to this action the finances, policies, and business practices of Defendants are and were dominated and controlled by one another in such a manner that each individual Defendant has no separate mind, will, identity or existence of its own and instead operated as mere instrumentalities and alter egos of one another.
- 21. Upon information and belief, Defendants are so closely related in ownership and management, and that each works closely in concert with the other, such that each has become the *alter ego* of the other, in that, among others:
  - a. Defendants operate and hold themselves out to the public as a single entity known as "Bell;"
  - b. With respect to all actions and decisions in North Carolina pertinent to this action, Defendants have operated as a single entity known as "Bell;"

- c. Defendants operate and hold themselves out to the public in such a way that members of the public would be unable to identify and distinguish between one "Bell" entity and another.
- 22. Any such conduct in violation of North Carolina law by one Defendant should be imputed to each other Defendant.
  - 23. Defendants are each "landlords" as defined by N.C.G.S. §42-40(3).
- 24. At all times relevant to this action, Defendants, in the ordinary course of business as the lessors of residential real property, engaged in acts or practices affecting commerce within the meaning of N.C.G.S. §75-1.1.
  - 25. Defendants are each "debt collectors" as defined by N.C.G.S. § 75-50.

### **GENERAL BACKGROUND**

- 26. The foregoing allegations are incorporated by reference and realleged herein.
- 27. Upon information and belief, at all times relevant to the allegations contained herein, Defendants entered into lease agreements with all North Carolina tenants that state "[i]n the event we file a summary ejectment lawsuit against you, we may also recover from you the highest *one* of the following fees (which shall be in addition to late fees, attorney's fees, and any applicable court costs..." See attached Exhibit 1, 2, 3 and 4 (emphasis in original). The lease agreements immediately identify and describe three fees: a Complaint Filing Fee, a Court Appearance Fee, and a Second Trial Fee.
- 28. The Complaint Filing Fee, Court Appearance Fee, and Second Trial Fee are the same fees described in N.C.G.S. § 42-46 (e) through (g).
- 29. Upon information and belief, at all times relevant to the allegations contained herein. Defendants have maintained a uniform, statewide policy of requiring any North Carolina

tenant who fails to make a full and complete rental payment, or maintains a balance on their account ledger in excess of \$0.00 after the 16th day of any given month to pay filing fees ("Filing Fees"), sheriff service fees ("Service Fees"), and attorneys' fees ("Attorneys' Fees") (collectively the Filing Fees, Service Fees, and Attorneys' Fees are referred to as the "Eviction Fees") (herein described as the ("Collection Policy").

- 30. Eviction Fees are additional fees separate and apart from the ones expressly authorized by N.C.G.S. § 42-46.
- 31. Eviction Fees are fees set by the North Carolina Legislature for filing a complaint in summary ejectment and for service of process by a sheriff.
- 32. Upon information and belief, Defendants entered into a legal services agreement with a law firm that charges a flat fee per eviction. Upon information and belief, this legal services agreement limits the scope of the law firm's representation to only seeking possession of the apartment premises on behalf of Defendants and not any money owed.
- 33. Upon information and belief, throughout the Relevant Time Period, the Filing Fees were \$96.00 and the Service Fees were \$30.00.
- 34. When a tenant fails to make a full and complete rental payment, or maintains a rental balance on their account ledger in excess of \$0.00 after approximately the 6th day of any given month, Defendants cause written letters or emails to be delivered to the tenant stating that the tenant "will also be charged for court costs" if he or she fails to make a complete rental

In direct response to the Honorable A. Graham Shirley, Wake County Superior Court Judge, holding that the claiming of Eviction Fees was unlawful [See Exhibit 15], landlords petitioned and successfully altered the law. On June 25, 2018, S.L. 2018-50, entitled "An Act to Allow Landlords to Recover Out-of-Pocket Expenses in Summary Ejectment Cases" was enacted to amend N.C.G.S. § 42-46 ("the Act"). [See attached Exhibit 16]. The Act confirms that Defendants were not previously allowed to automatically charge tenants the Eviction Fees.

payment (hereinafter "Initial Collection Letters").

- 35. Exemplars of the Initial Collection Letters are attached as Exhibits 5 and 6.
- 36. The fees referred to in the Initial Collection Letters are the same as Eviction Fees described herein.
- 37. Upon information and belief, pursuant to the Collection Policy, tenants owe, and are required to pay Eviction Fees even if: (a) the complaint in summary ejectment had not yet even been filed; (b) the complaint in summary ejectment is dismissed; or (c) a North Carolina Magistrate Judge orders the Eviction Fees to be assessed against Defendants.
- 38. Upon information and belief, each and every tenant of a property owned or managed by Defendants, or either of them, is subject to the Collection Policy.
- 39. Upon information and belief, the Collection Policy is uniformly applied to each and every tenant that resides at any of the apartments owned or managed by Defendants.
- 40. Upon information and belief, the Collection Policy is mandatory throughout Defendants' properties; individual managers, employees, associates, or other agents of Defendants have no discretion as to the implementation of the Collection Policy.
- 41. Upon information and belief, pursuant to the Collection Policy, when a tenant fails to make a full and complete rental payment, or maintains a balance on their account ledger in excess of \$0.00 on or around the 11th day of any given month, Defendants file legal action to evict the tenant.
- 42. Immediately before filing legal action to evict a tenant, or shortly thereafter,

  Defendants post to the tenant's account ledger all Eviction Fees as immediately due and owing.
- 43. All the Eviction Fees are posted to a tenant's account ledger are in addition to, and separate from, the late fees and the fees specifically authorized by N.C.G.S. § 42-46,

including the "Complaint-Filing Fee."

- 44. Upon information and belief, pursuant to the Collection Policy, Eviction Fees are entered into a tenant's account ledger prior to a North Carolina court awarding such amounts to Defendants, and sometimes before a complaint in summary ejectment is even filed.
- 45. At the time the Eviction Fees are entered into the account ledger as immediately due and owing, there is no guarantee that Defendants will ever be awarded such fees by a North Carolina court.
- 46. Upon information and belief, entering the Eviction Fees on a tenant's account ledger as immediately due and owing is mandatory throughout Defendants' North Carolina properties; individual managers, employees, associates, or other agents of Defendants have no discretion as to the implementation of the Collection Policy.
- 47. Upon information and belief, after causing the Eviction to be assessed against the tenant's account ledger, and with no guarantee such amounts will ever be awarded by a North Carolina court, Defendants immediately begin attempting to collect upon the balance contained on the account ledger pursuant to its Collection Policy.
- 48. Pursuant to the Collection Policy, immediately after the Eviction Fees are entered onto a tenant's account ledger, Defendant causes additional written letters or emails to be delivered to the tenant stating that Eviction Fees are currently due and owing (hereinafter the "Post-Filing Collection Letters").
- 49. Exemplars of the Post-Filing Collection Letters are attached hereto as Exhibit 7, 8, and 9.
- 50. Upon information and belief, the majority of tenants who were charged Eviction Fees were sent Post-Filing Collection Letters.

- 51. Upon information and belief, after the Eviction Fees are entered onto an individual's account ledger, there are no occasions in which Defendants will review and reconsider whether such Eviction Fees were improperly assessed.
- 52. Upon information and belief, even if a complaint in summary ejectment filed against a tenant is dismissed or not awarded, there are no occasions in which Defendants will review and reconsider whether such Eviction Fees were improperly assessed.
- 53. Upon information and belief, after the Eviction Fees are entered onto a tenant's account ledger, there are no occasions in which Defendants will remove such Eviction Fees from an individual tenant's account ledger.

### **MILROY'S FACTS**

- 54. Milroy entered into a lease contract with Defendants for an apartment at Reserve at Lake Lynn located at 1400 K Lake Front Drive, Raleigh, North Carolina 27613 ("Milroy's Apartment) for a period from November 222, 2016 through November 21, 2017 and then released from November 22, 2017 through November 21, 2018. Milroy's Leases are attached hereto as Exhibits 1 and 2.
- 55. The Leases stated that "[i]n the event we file a summary ejectment lawsuit against You... You shall be liable to Us for the highest one of the Complaint-Filing Fee, Court Appearance Fee, and Second Trial Fee which "shall be in addition to late fees, court costs, attorney's fees, and any other monetary damages or costs arising under the terms of this Agreement."
  - 56. Pursuant to the lease, Milroy's total monthly rent for her apartment is \$838.00.
- 57. In September 2017, Milroy was late paying rent and she was charged a late fee of \$53.35 pursuant to N.C.G.S. § 42-46(a). See attached Exhibit 10.

- 58. On or about September 15, 2017, Defendants placed the Eviction Fees, described on the ledger as "Eviction Filing" in the amount of \$201.00. See attached Exhibit 10.
- 59. The "Eviction Filing" charges referred to on Milroy's ledger are the same fees described as "attorney's fees and any applicable court costs" in the ledger, and are the same as the Eviction Fees described herein.
- 60. At the time the Eviction Fees were placed on Milroy's ledger, Defendants had not paid the \$96 filing fee for filing the complaint in summary ejectment nor had Defendants paid the \$30 service fee. In fact, upon information and belief, the \$96 filing fee and, upon information and belief, the \$30 service fee, was paid by Defendants five days after Defendants charged Milroy with the Eviction Fees. Even worse, Milroy paid the entire balance owed, including the Eviction Fees, two days before Defendants paid the \$96 complaint filing fee and the \$30 service fee.
- 61. At the time the Eviction Fees were placed on Milroy's ledger, no hearing had been held and no attorney had appeared in Court to evict Milroy and/or seek the award of Eviction Fees.
- 62. At the time the Eviction Fees were placed on Milroy's ledger, no attorney had been hired by Defendants to collect any debt.
- 63. At the time the Eviction Fees were placed on Milroy's ledger, Defendants had not served Milroy with the complaint in summary ejectment. In fact, Milroy was not served with the complaint in summary ejectment until September 29, 2017, which is fourteen days after Defendants placed the Eviction Fees on Milroy's ledger and eleven days after Milroy paid her entire account balance. See attached Exhibit 10.
  - 64. In addition to the Eviction Fees, Defendants placed on Milroy's account fees

described as "Eviction Filing Fee" or the "Complaint Filing Fee" in the amount of \$41.10. See Exhibit 10.

- 65. The "Eviction Filing Fee" is the same fee as the "Complaint Filing Fee" listed in N.C.G.S. § 42-46(e).
- 66. Defendants did not "file and serve" the complaint in summary ejectment by the time that Defendants charged Milroy with the "Eviction Filing Fee."
- 67. Upon information and belief, in the complaint in summary ejectment action filed against Milroy, Defendants wrote that they "hereby omit[] any claim for rents or damages and is seeking possession of the premises only. [Defendants] reserve[] the right to seek any monetary damages in a separate civil action."
- 68. Milroy paid the Eviction Fees and the Eviction Filing Fee when they were not owed.
- 69. After Milroy paid the Eviction Fees and the Eviction Filing Fee, Defendants filed notices of voluntary dismissal without prejudice. By filing a notice of voluntary dismiss without prejudice, Defendants were not the prevailing party.
- 70. No court awarded Defendants with Eviction Fees or the Eviction Filing Fee against Milroy in the summary ejectment case or thereafter.
- 71. At no point did Milroy enter into a settlement agreement with Defendants regarding the Eviction Fees or the Eviction Filing Fee during her tenancy with Defendants.

### **WILLIAMS' FACTS**

72. Williams entered into a lease contract with Defendants for an apartment at Reserve at Weston ("Williams' Apartment) for, among other periods of time, a period of time from September 25, 2016 through September 24, 2017 and March 1, 2018 through February 28,

2019.

- 73. Williams' Leases for the period of time from September 25, 2016 through February 28, 2019 are attached hereto as Exhibit 3 and 4.
- 74. Upon information and belief, at some point during Williams' tenancy, the Reserve at Weston was purchased, bought, assigned, or otherwise transferred from DPR Westover, LLC to Hudson Capital Weston, LLC.
- 75. Upon information and belief, when Hudson Capital Weston, LLC acquired any rights to the Reserve at Weston, it became subject to and bound by any Leases with tenants of the Reserve at Weston, including Williams.
- 76. The Leases stated that "[i]n the event we file a summary ejectment lawsuit against You... You shall be liable to Us for the highest one of" the Complaint-Filing Fee, Court Appearance Fee, and Second Trial Fee which "shall be in addition to late fees, court costs, attorney's fees, and any other monetary damages or costs arising under the terms of this Agreement."
- 77. Pursuant to the Lease, the total base monthly rent for Williams' Apartment was \$1,195.00.
- 78. Each time Williams was late he was charged a late fee of \$74.75 pursuant to N.C.G.S. § 42-46(a). See e.g., attached Exhibit 11.
- 79. Each time Williams was late, he received the attached Initial Collection Letters substantially identical to the ones identified as Exhibits 5 and 6.
- 80. Upon information and belief, the majority of other tenants of Defendants who were late received the Initial Collection Letters substantially identical to Exhibits 5 and 6.
  - 81. The additional amounts referred to in the Initial Collection Letters are Eviction

Fees that Defendants was not entitled.

- 82. Defendants placed the Eviction Fees on Williams' account ledger on multiple occasions. See e.g., attached Exhibit 11.
- 83. The "Court Filing Fee" and "Legal Filing Fee" referred to on Williams' ledger are the same fees identified in the Initial Collection Letters and are the same as the Eviction Fees described herein.
- 84. Upon information and belief, each time Eviction Fees were placed on Williams' ledger, Defendants had not paid the \$96 filing fee for filing the complaint in summary ejectment nor had they paid the \$30 service fee.
- 85. Upon information and belief, each time the Eviction Fees were placed on Williams' ledger, no hearing had been held and no attorney had appeared in Court to evict Williams and/or seek the award of Eviction Fees.
- 86. Upon information and belief, at the time the Eviction Fees were placed on Williams' ledger, no attorney had been hired by Defendants to collect any debt.
- 87. Upon information and belief, at the time the Eviction Fees were placed on Williams' ledger, Defendants had not served Williams with the complaint in summary ejectment.
- 88. Upon information and belief, it was always after the Eviction Fees were placed on the ledger that Defendants filed Complaints in Summary Ejectment in the Small Claims Division of Cumberland County General Court of Justice, alleging Williams owed past due rent.
- 89. Each time Defendants placed the Eviction Fees on Williams' account ledger, Defendants caused Post-Filing Collection Letters to be sent to his substantially identical to Exhibits 7, 8, and 9.
  - 90. Upon information and belief, the majority of other tenants of Defendants who had

Eviction Fees posted on their ledger received Post-Filing Collection Letters substantially identical to Exhibits 7, 8, and 9.

- 91. The amounts included and/or referred to in the Post-Filing Collection Letters are Eviction Fees that Defendants were not entitled.
- 92. In addition to the Eviction Fees, Defendants placed on Williams' account fees described as "Eviction Filing Fee" or the "Complaint Filing Fee" in the amount of \$74.75 Exhibit 11.
- 93. The "Eviction Filing Fee" is the same fee as the "Complaint Filing Fee" listed in N.C.G.S. § 42-46(e).
- 94. Defendants did not "file and serve" the complaint in summary ejectment by the time that Defendants charged Williams with the "Eviction Filing Fee."
- 95. Upon information and belief, each time Defendants filed a Complaint in Summary Ejectment in Wake County General Court of Justice, Defendants wrote that it "hereby omit[] any claim for rents or damages and is seeking possession of the premises only. [Defendants] reserve[] the right to seek any monetary damages in a separate civil action." See e.g., Exhibits 12, 13, and 14.
  - 96. Williams paid the Eviction Fees when they were not owed. See e.g., Exhibit 11.
- 97. Upon information and belief, there were several occasions that Williams paid the Eviction Fees before he was even served with the Complaint in Summary Ejectment.
- 98. Upon information and belief, it was only after Williams paid the Eviction Fees that Defendants filed a notice of voluntary dismissal without prejudice.
- 99. Upon information and belief, Defendants only filed notices of voluntary dismissals without prejudice. By filing notices of voluntary dismissals without prejudice,

Defendants were not the prevailing party.

- 100. Upon information and belief, no court awarded Defendants with Eviction Fees against Williams in any summary ejectment case or thereafter.
- 101. Upon information and belief, Defendants only file notices of voluntary dismissals without prejudice when its tenants pay Eviction Fees prior to obtaining a judgment for possession.
- 102. At no point did Williams enter into a settlement agreement with Defendants regarding the Eviction Fees during his tenancy with Defendants.
- 103. At no point did a North Carolina judge award any portion of the Eviction Fees to Defendants. At no point did a North Carolina judge assess any portion of the Eviction Fees against Williams.
- 104. Even though a North Carolina court never awarded any portion of the Eviction Fees to Defendants, but in fact specifically assessed costs against Defendants, Defendants never refunded any portion of the Eviction Fees to Williams.
- 105. At no point did Defendants employ a law firm to collect upon any debt alleged to be owed by Williams.

### **COMMON CLASS ALLEGATIONS**

- 106. The foregoing allegations are hereby reincorporated by reference as if fully restated herein.
- 107. Pursuant to Rule 23 of the North Carolina Rules of Civil Procedure, Plaintiffs bring this action individually and on behalf of the three (3) proposed classes:

## The Initial Collection Letter Class (represented by Williams):

All tenants of Defendants' Apartments in North Carolina who (a) at any point within the four (4) year period preceding the filing of Plaintiffs' Complaint through June 25, 2018 (b) resided in one of the apartments owned or managed by Defendants' in North Carolina (c) were sent Initial Collection Letters that (d) threatened to charge Eviction Fees in order to dismiss the eviction action.

# The Post-Filing Collection Letters Class (represented by Williams):

All tenants of Defendant's Apartments in North Carolina who (a) at any point within the four (4) year period preceding the filing of Plaintiffs' Complaint through June 25, 2018 (b) resided in one of the apartments owned or managed by Defendant's in North Carolina (c) were sent Post-Filing Collection Letters that (d) claimed that Eviction Fees were owed by the tenant prior to a North Carolina court awarding such Eviction Fees to Defendant.

### The Fee Class (represented by all Plaintiffs):

All tenants of Defendants' Apartments in North Carolina who (a) at any point within the four (4) year period preceding the filing of Plaintiffs' Complaint through June 25, 2018 (b) resided in one of the apartments owned or managed by Defendants' in North Carolina (c) were charged and (d) actually paid Eviction Fees prior to a North Carolina court awarding such Eviction Fees to Defendants.

- 108. Excluded from the classes are: (a) any Judge or Magistrate presiding over this action and members of their families; (b) Defendants and any entity in which Defendants has a controlling interest in Defendants and its legal representatives, assigns and successors; and (c) all persons and entities who properly execute and file a timely request for exclusion from the classes.
- 109. Commonality: All questions concerning Defendants' Collection Policy and Defendants sending the Initial Collection Letters and Post-Filing Collection Letters are common.

  Whether Defendants may lawfully charge Eviction Fees separate from and in addition to what is

authorized by N.C.G.S. § 42-46 is a question that is common for all members of the classes. Each and every member of the proposed Class is subject to Defendants' policies and procedures. Further, the answer to this question will drive other answers in the litigation, including whether the Initial Collection Letters and Post-Filing Collection Letters are lawful and whether any portion of Defendants' lease is void and unenforceable.

- 110. Predominance: Common questions of law and fact predominate over any individual issues that may be presented, because Defendants have a pattern, practice and policy of charging tenants Eviction Fees after the 10<sup>th</sup> day of the month as described herein. These questions include, but are not limited to:
  - a. Whether Defendants' pattern, practice, and policy of collecting and/or attempting to collect debt violated N.C.G.S. §§ 42-46 and 75-50 et seq. in that Defendants represented that a specific amount of debt may be increased by Eviction Fees prior to the award of such amounts by a North Carolina court;
  - b. Whether Defendants' pattern, practice, and policy of utilizing the Initial Collection Letters violated N.C.G.S. §§ 42-46 and 75-50 et seq. by falsely representing Defendants' ability to collect Eviction Fees;
  - c. Whether Defendants' pattern, practice, and policy of utilizing the Post-Filing Collection Letters violated N.C.G.S. §§ 42-46 and 75-50 et seq. by falsely representing Defendants' ability to collect Eviction Fees;
  - d. Whether Defendants' pattern, practice, and policy of collecting and/or attempting to collect Eviction Fees was illegal under N.C.G.S. §§ 42-46 and 75-50 et seq.;
  - e. Whether Defendants' pattern, practice, and policy of collecting and/or

attempting to collect Eviction Fees violated N.C.G.S. § 75-1.1 et seq.;

- f. Whether Defendants' pattern, practice, and policy of collecting and/or attempting to collect debt violated N.C.G.S. § 75-1.1 et seq. in that Defendants refused to refund Eviction Fees after a Court taxed the cost of the action against Defendants.
- g. Whether Defendants' pattern, practice, and policy of collecting and/or attempting to collect Attorneys' Fees was in violation of N.C.G.S. §§ 6-21.2, 42-46, and 75-50 et seq. in that Defendants' attorneys were not collecting upon any debt;
- h. Whether Defendants' pattern, practice, and policy of collecting and/or attempting to collect Eviction Fees constituted a violation of N.C.G.S. § 75-1.1 et seq. in that Defendants unlawfully claimed Attorneys' Fees were due and owing despite the absence of any statutory authority granting such fees.
- i. Whether any portion of Defendants' lease was void and unenforceable because it contains a fee for filing a complaint for summary ejectment and/or money owed other than the fees expressly authorized by N.C.G.S. § 42-46 (e) through (g).
- 111. Numerosity: The Class members are so numerous that joinder of all is impractical. The names and addresses of the Class members are readily identifiable through the business records maintained by Defendants, and may be notified of the pendency of this action by published and/or mailed notice. Members of the classes include hundreds of present and former tenants of Defendants' Apartments who have been charged with Eviction Fees in violation of the law.

- 112. Typicality: The claims of the Plaintiffs are typical of the claims of the proposed classes and all are based on the same facts and legal theories, as all such claims arise out of Defendants' conduct in that Defendants had a specific policy of attempting to unlawfully collect debt from each member of the proposed classes Eviction Fees following the expiration of the 5<sup>th</sup> day of the month.
- 113. Adequate Representation: The Plaintiffs are adequate representatives of the class in that the Plaintiffs do not have antagonistic or conflicting claims with other members of the class. Plaintiffs have also retained counsel experienced in the prosecution of complex class actions and consumer litigation. Neither Plaintiffs nor their counsel have any interests that might cause them not to vigorously pursue this action. Plaintiffs are aware of their responsibilities to the putative class and has accepted such responsibilities.
- 114. Superiority: A class action is superior to all other available methods for fair and efficient adjudication of this controversy. Plaintiffs anticipate no difficulty in managing and maintaining this action as a class action. In contrast to proceeding on a case-by-case basis, in which inconsistent results will magnify the delay and expense to all parties and the court system, this class action presents far fewer management difficulties while providing unitary adjudication, economies of scale and comprehensive supervision by a single court.
- 115. Further, Defendants have acted and refused to act on grounds generally applicable to the proposed class, thereby making appropriate final injunctive and declaratory relief with respect to the class as a whole.

### FIRST CAUSE OF ACTION:

Violation of the North Carolina Residential Rental Agreements Act N.C.G. S. § 42-46 (on behalf of all classes)

- 116. All paragraphs of this Complaint are incorporated herein as if fully restated.
- 117. Defendants' conduct as described above is subject to N.C.G.S. § 42-46 of the Residential Rental Agreements Act.
- 118. N.C.G.S. § 42-46(e)-(h) specifically limits the amounts that can be charged to a tenant for eviction related fees. Any amounts charged in excess of this limitation is against North Carolina's public policy and therefore void and unenforceable.
- 119. The Eviction Fees charged by Defendants to Plaintiffs and members of the Class were separate from and in excess of the amount allowed under N.C.G.S. § 42-46 and constituted a violation of North Carolina law.
- 120. The amount of Eviction Fees charged by Defendants to Plaintiffs and other members of the Class were in excess of the amounts allowed under N.C.G.S. § 42-46.
- 121. As a proximate result of Defendants' conduct, Plaintiffs and all members of the Class were damaged and are entitled to recover all amounts of Eviction Fees paid to Defendants in violation of N.C.G.S. § 42-46. This amount is in excess of \$25,000.

### SECOND CAUSE OF ACTION

Violation of North Carolina Debt Collection Act N.C.G.S. § 75-50, et seq. (on behalf of all classes)

- 122. All paragraphs of this Complaint are incorporated herein as if fully restated.
- 123. Plaintiffs and each member of the Class are "consumers," as that term is defined by N.C.G.S. § 75-50.
  - 124. The amount purportedly owed to Defendants by Plaintiffs and each member of

the Proposed Class is a "debt," as that term is defined by N.C.G.S. § 75-50.

- 125. At all times relevant to this action, Defendants, in the ordinary course of business as lessors of residential rental property, engaged in acts or practices affecting commerce within the meaning of N.C.G.S. § 75-1.1.
- 126. Defendants, in seeking to recover past due rent, fees, and other charges, are "debt collectors" as defined by the North Carolina Debt Collection Act ("NCDCA"), N.C.G.S. § 75-50.
- 127. Defendants' actions described above constitute the collection of a "debt" under N.C.G.S. § 75-50.
- 128. Defendants are subject to the requirements of N.C.G.S. § 75-50 et seq., that prohibits certain activities by debt collectors.
- 129. The Initial Collection Letters violated N.C.G.S. § 75-50 et seq. by threatening to take actions that Defendants could not lawfully take.
- 130. The Post-Filing Collection Letters violated N.C.G.S. § 75-50 et seq. by taking and/or threatening to take actions that Defendants could not lawfully take.
- 131. Defendants violated N.C.G.S. § 75-51 by collecting or attempting to collect debt by means of unfair threats, coercions, or attempts to coerce, including by collecting or attempting to collect debt by threatening to take action not permitted by law.
- 132. Defendants violated N.C.G.S. § 75-51(8) by threatening to take and taking actions not permitted by law, including, *inter alia*, threatening to assess and collect Eviction Fees without a legal justification.
- 133. Defendants violated N.C.G.S. § 75-54 by collecting or attempting to collect a debt by means of fraudulent, deceptive, and/or misleading representations, including, *inter alia*,

assessing, threatening to assess, and collect or attempting to collect Eviction Fees without a legal justification.

- 134. Defendants' communications to Plaintiffs and members of the Class constituted "communications attempting to collect a debt" subject to the disclosure requirement of N.C.G.S. § 75-54(2).
- 135. Defendants' violated N.C.G.S. § 75-55 by collecting or attempting to collect debt by using unconscionable means.
- 136. A violation of N.C.G.S § 42-46 constitutes an unfair debt collection attempt under N.C.G.S.§ 75-50 et seq.
- 137. Defendants collected or attempted to collect from Plaintiffs and members of the class a charge, fee or expense incidental to the principal debt of the monthly rent owed, that was legally prohibited under N.C.G.S. 42-46, in violation of N.C.G.S. § 75-51(8), N.C.G.S. § 75-54, and N.C.G.S. §75-55 (2).
- 138. Defendants' actions in violation of North Carolina's Unfair Debt Collection Act were willful.
- 139. Plaintiffs and each member of the Class were injured by Defendants' actions and are entitled to damages to be established at trial as well as statutory damages per violation in an amount ranging from \$500.00 to \$4,000.00 per violation resulting from each of Defendants' unfair debt collection practices pursuant to N.C.G.S. §75-56.
- 140. Plaintiffs and each member of the Class were injured and sustained damages by Defendants' actions and are entitled to actual damages to be established at trial as well as statutory damages for each violation in the maximum amount allowed by law, as well as reasonable attorneys' fees for an amount in excess of \$25,000.00.

### THIRD CAUSE OF ACTION

Violation of the North Carolina Unfair and Deceptive Trade Practices Act N.C.G.S. § 75-1.1, et seq. (on behalf of all classes)

- 141. All paragraphs of this Complaint are incorporated herein as if fully restated.
- 142. At all times relevant herein, Defendants were engaged in commerce in the State of North Carolina.
- 143. The conduct of Defendants as set forth herein is against the established public policy of the State of North Carolina; is unethical, oppressive, unscrupulous, and substantially injurious to the consumers of North Carolina; and has the capacity and tendency to deceive the average consumer.
- and attempting to collect Eviction Fees when such amounts were not owed; (b) assessing and attempting to collect Eviction Fees when such amounts are expressly prohibited by N.C.G.S. § 42-46; (c) assessing and attempting to collect Eviction Fees prior to filing or serving a complaint in summary ejectment; (d) assessing and attempting to collect Eviction Fees prior to being awarded any such amounts by a North Carolina judge; (e) assessing and attempting to collect Eviction Fees after dismissing complaints in summary ejectments without prejudice; (f) failing to refund any portion of the Eviction Fees when a North Carolina magistrate judge orders costs to be assessed against Defendants; (g) misrepresenting the character, amount, or legal status of the obligation alleged to be owed by Plaintiffs and each member of the class; (h) employing a system, policies, and procedures for the collection of debt which is unfair, deceptive, and misleading, and not permitted by both the public policy of North Carolina and the express statutory provisions of N.C.G.S. § 42-46; (i) utilizing false representations and deceptive measures to collect or attempt to collect Eviction Fees which are unlawful; (j) undertaking

actions which Defendants knew, or should have known, offends well-established public policy, state law, and was otherwise unlawful, unfair, deceptive, misleading, coercive, and substantially injurious to consumers, such as Plaintiff; and (k) employing and otherwise undertaking the aforementioned procedures, policies, actions, and methods with the explicit knowledge that such conduct was in violation of applicable North Carolina law.

- 145. The matters alleged herein were done willfully, or with the conscious disregard of the rights of Plaintiffs and each member of the Class.
- 146. Plaintiffs and members of the Class suffered actual injury as a result of Defendants' unfair actions. Such injury consists of, but is not limited to emotional distress damages and money damages resulting from Defendants' demanding and obtaining fees and costs in excess of amounts allowed pursuant to North Carolina law from Plaintiffs and each member of the Class.
- 147. Defendants' actions were in or affecting commerce and constitute unfair and deceptive trade practices, which are proscribed by Chapter 75 of the North Carolina General Statutes.
- 148. Plaintiffs and each member of the Class have been damaged and are entitled to recover treble damages and attorneys' fees incurred in this action.

#### **FOURTH CAUSE OF ACTION**

Petition for Declaratory Judgment N.C.G.S. § 1-253, et seq. (on behalf of all classes)

- 149. All paragraphs of this Complaint are incorporated herein as if fully restated.
- 150. Plaintiffs and the members of the Classes file this Petition for a Declaratory Judgment under N.C.G.S. Chapter 1, Article 25, and the Court has jurisdiction of this matter under such statute.

- 151. Plaintiffs and the members of the Classes have an actual controversy with Defendants regarding the validity and enforceability of a portion of the Lease.
- 152. The Lease states that [i]n the event we file a summary ejectment lawsuit against you, we may also recover from you the highest *one* of the following fees (which shall be in addition to late fees, attorney's fees, and any applicable court costs..." and immediately identified and described the three fees identified in N.C.G.S. § 42-46 (e) through (g): Complaint Filing Fee, Court Appearance Fee, and Second Trial Fee. Upon information and belief, every lease during the Relevant Time Period, including Plaintiffs' Leases, contains this same provision.
- 153. However, N.C.G.S. § 42-46(h)(3) stated (prior to the enactment of the Act) that "[i]t is contrary to public policy for a landlord to put in a lease or claim any fee for filing a complaint for summary ejectment and/or money owed other than the ones expressly authorized by subsections (e) through (g) of this section, and a reasonable attorney's fee as allowed by law."
- 154. The Eviction Fees, described as "any applicable court costs" in the Lease, constitute a "fee for filing a complaint for summary ejectment" and is separate from and in addition to "the ones expressly authorized by subsections (e) through (g)."
- 155. Under N.C.G.S. § 42-46(h)(4), "[a]ny provision of a residential rental agreement contrary to the provisions of this section is against the public policy of this State and therefore void and unenforceable." Therefore, because Defendants' lease contains a provision that is void and unenforceable, Plaintiffs and the members of the classes seek an order declaring the Defendants' North Carolina leases to be void and unenforceable insofar as such leases provide for a fee other than the ones expressly authorized by N.C.G.S. § 42-46 (e) through (g).
  - 156. Plaintiffs and the members of the Classes have an actual controversy with

Defendants resulting from Defendants' erroneous interpretation of the applicable law.

- 157. It is established law in North Carolina that N.G.S.S. § 42-33 is "remedial in nature and will apply only where the parties' lease does not cover the issue of forfeiture of the lease term upon nonpayment of rent. Where the contracting parties have considered the issue, negotiated a response, and memorialized their response within the lease, the trial court appropriately should decline to apply these statutory provisions." Charlotte Office Tower Associates v. Carolina SNS Corp., 89 N.C. App. 697, 701 (N.C. App. 1998).
- 158. Defendants entered into written leases that cover the issue of forfeiture of the lease term upon nonpayment of rent with Plaintiffs and members of the classes.
- 159. Therefore, because the parties have considered the issue, negotiated a response, and memorialized the response within a written lease, Plaintiffs and the members of the classes seek an order declaring that N.C.G.S. § 42-33 is not applicable.

#### PRAYER FOR RELIEF

WHEREFORE, Plaintiff; and members of the proposed Classes respectfully request that this Court:

- 1. Assume jurisdiction over this action;
- 2. Certify the Classes and appointing Plaintiffs and their counsel to represent the classes:
- 3. Issue a declaratory judgment that Defendants' actions as set forth herein violated the rights of Plaintiffs and each member of the Proposed Class pursuant to N.C.G.S. § 75-54, or in the alternative N.C.G.S. § 75-1.1;
- 4. Issue a declaratory judgment that Defendants' actions as set forth herein violated the rights of Plaintiffs and each member of the Proposed Class pursuant to N.C.G.S. § 75-55, or

### in the alternative N.C.G.S. § 75-1.1;

- 5. Issue a declaratory judgment that Defendants' Standard Lease and any substantially similar residential lease agreement used by Defendants is contrary to N.C.G.S. § 42-46 and therefore void and unenforceable as against public policy;
- 6. Issue a declaratory judgment that N.C.G.S. § 42-33 is inapplicable in every instance in which Defendants entered into a written lease agreement that addresses forfeiture of the lease term upon the tenant's nonpayment of rent with Plaintiffs and the members of the classes:
- 7. Award Plaintiffs and each member of the Proposed Class compensatory damages in an amount to be determined at trial;
- 8. Award Plaintiffs and each member of the Proposed Classes punitive damages amount to be determined at trial;
- 9. Award Plaintiffs and each class member a statutory penalty in the amount of no more than \$4,000 for each violation of N.C.G.S. § 75-50 et seq.;
- 10. Award Plaintiffs and each class member damages calculated pursuant to N.C.G.S. § 75-8 for each week that Defendants' illegal conduct occurred;
- 11. Award Plaintiffs all statutory and actual damages to which they are entitled separate and apart from the Proposed Class in an amount in excess of \$25,000.00;
- 12. Treble all damages resulting from a violation of N.C.G.S. § 42-46 in accordance with N.C.G.S. § 75-1.1:
- 13. Award attorneys' fees to Plaintiffs and members of the Proposed Class pursuant to N.C.G.S. § 75-16.1;
  - 14. Tax the costs of this action to Defendants, or any of them;

- 15. Allow a trial by jury on all issues so triable; and
- 16. Grant Plaintiffs and the members of the Proposed Class such other and further relief as the Court deems just and proper.

This the 21st day of September, 2018.

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Attorneys for Plaintiffs and the proposed Classes



### **Apartment Lease Contract**



D	the of Lease Contract: Rovember 9, 2016		This is a blading document. Read corefully before signing.
	terrum me Lease Contract is filled onal	Gene	ral Information
1.	PARITES. This Lease Contract (sunctioner referred to so the Trase') is between you, the resident(s) (list all people signing the I case Contractic Rands' NS Lycov		Provoted tent of 5 246.60 is due for the remainder of [chertons].
	Insure of speciment community or little hulder). You've agreed to reest Apartment No. 1400K at 1400 K Lake Frank (torest address) in Releigh (rilly). North Carolina.		Otherwise, you must put your rent on or before the 1st day of each name that dates with me grace period. Cast is unneceptable without our point written, permession. The must startished or affect even underse expressly authorized by statute. We may, at our uption, require at any time that you pay all rent and other sums in cash, certified or cashler's check, money order, or one monthly check rather than multiple beeks. If you don't pay all rent on so before the 5 day of the month, you'll pay a late charge of 3% of the rental payment or \$15.00, whichever is greater. You'll also pay a charge of \$ 25.00 us provided by law for each returned check or rejected electronic payment. If you don't pay tent on time, you'll
	27613 (tip cost) for use or a privato residence only. The terms 'you' and 'yout' relier to all residents listed above. The terms 'wee,' 'us', and 'our' relee to the owner hand above (or any of owner's successors' in interest or assigns). Written name to or from our managers constitutes notice to or from us. Hanyone else has guaranteed performance of this lease Contract, a suparate Lease Contract Guaranty for each guarantee is attached.	7.	be definations and all remedies under this Lease Contract will be cultivated. We'll also have all other remedies for such violation.  LITILITIES, We'll pay for the following items, if checked and if permitted by law:  Divater  Digas  Divater Digas  Divater
2.	OCCUPANTS. The apartment will be occupied only by you and (fiel at) other occupants not signing the Lease Contract):		You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. You must not allow utilities to be disconnected-including disconnection for any paying your bills—until the lease term or renewal period ends. Cubbe channeds that are provided may be changed during the lease term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted, if your electricity is ever interrupted, you must use only buttery-operated
	No one else may accupy the apartment. Persons not listed above must not stay in the apartment for more than 2 conoccurre days without our prior written consent, and no more than twice that many days in any one munth.		your enterteels is ever interrupted, you must use only outersympotated lighting. If any utilities are submetered for the opartment, or printered by an allocation formula, we will attach an addendum to this kease Contract in compliance with state agency rules or city ordinance.
3.	LEASE TERM. The Initial term of the Lease Contract begins on the 22nd day of November 2016 and ends at midnight the 21st, day of November 2017. This Lease Contract will anomalize manifeter month unless either party gives at least 50 days written notice of termination or intent to move cut as required by peragraph 36.	8.	INSURANCE. We do not maintain insurance to cover your personal property or personal injury. We are not responsible to any resident, guest, or occupant for damage or loss of personal property or portonal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, ball, ke, surus, lightning, wind, expleutons, curtiquake, interruption of utilities, theft, hurstcane, negligence of other residents, occupants, or invited/uninvited guests or vandalism unless otherwise required by law.
4-,	SECURITY DEPOSIT. Unless modified by addenda, the ental security deposit at the time of execution of this Leave Contract for all residents in the spartment in S, due on or before the date this		We urge you to get your oven insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like.
	Lease Contract is signed, thee administered in Accordance with the Solution Carolina Tenant Security Deposit Act. N.C.G. § 42-50 et seq. — In holding your security deposit, we will (theel one):  Deposit the security deposit in a trust account with teams of bank or savings frontunion) Halls Fargo Bank. N. A.		Additionally, you are [check arr] In required to purchase personal liability insurance. If no how is checked, personal liability insurance, if no how is checked, personal liability towardne, is not required. If required, fallure to maintain personal liability insurance is an incurable breach of this Leave Contract and may result in the termination of towardy and excitent and/or any other remedies as provided by this Leave Contract or stare law.
	or  D Furnish a breed from (name or bunding company)  booked at		You acknowledge that no portion of the rent paid by you under this agreement will be specifically ellocated for the purchase of the owner's structural fire insurance, though the owner may use a portion of greed entail proceeds obtained from all rental units in the community to purchase such articular life insurance, and in such an event, that you are in no way a co-insured under any such policy.
	(address)  The security deposit may, in our discretion, be deposited in an interest-bearing account with the bank or savings institution named above. We may retain any interest earned upon the security deposit on they withdraw such interest, if any, from such account as it accrues as often as is permitted by the terms of the account.  Your security deposit will be held and, upon termination of your tenancy.	· 9.	LOCKS AND LATCHES. Keyed lock(s) will be rekeyed after the prior usident mayes out. The rekeying will be done either before you move in or, if the apartment has a keyless deadbolt on each exterior door, within 10 days after you move in.
			You may at any time ask us us: (1) install one keyed deadbolt lock on an exterior deer if it does not have one; (2) install a bar and fee stiding glose pininck on each sliding glose doer; (3) install one keylois deadbolt on each exterior door; (4) install one door/tever on each exterior door; and (5) change or rekey locks or latches during the base turn. We must comply
	be applied in the manner and for the purposes set forth in paragraphs 40 and 41 of this Leose Contract.  REVS AND FURNITURE. You will be provided. 2 apartment		with three requests, but you must pay for them.  What You Are Now Requesting. You now request the following to be installed at your expense (if one is not already installed), subject in any
:	key(s). 2 mailium key(s), and 0 other access devices for Your apartment will be [theel conf:		statutury restrictions on what you may request.  2 keyed deadboth lock
6.	RENT AND CHARGES. Unless modified by addenda, you will pay S. 623.00 per manth for cent, payable in advance and without demand:  El et the on-sity manager's office, or an our online payment site, or an 650 Lake Trank Drive		Adding their ber  Payment for Rekeylog, Repairs, Ebr. You must pay for all repairs or replacements arising from misuse or damage in devices by you or your family, occupants, or goests during your occupanty. You may be required to pay in advance if we easily you within a reasonable time after your request that you are more than 30 days delinquent in resistantising us for repairing or replacing a device which was misused or damaged by you, your guest or an occupant or if you have requested that we repair install, change or refley the same device during the 30 days preceding your request and we have compiled with your request.

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Page 1 of 6



10. SPECIAL PROVISIONS. The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease Contract and will supersede any conflicting previators of this printed lease form.

See special provisions on the last page

See any additional special provisions.

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- 11. REIMBURSEMENT. You must promptly reimburse us far hos, damage, government fines, or cost of repairs or service in the apartment community due to violation of the Lesso Contract or rules, improper use, or negligence by you or your guests or occupants. Unless the damage or wastewater stoppage is due to our negligence, we're not flabte for—and you must pay for—repairs, replacement costs, and damage to the following if occurring during the Lesse Contract termor renewal period(1) damage to doors, windows, or screens unless caused by other than your negligence; (1) damage from windows or doors befor open; and of damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment. We may require payment of any time, including advance payment of repairs for which you're liable. Delay in demanding sums you over is not a waiver.
- 12. (A) EVICTION OR SUMMARY EJECTMENT AND PROPERTY LEFT IN THE APARTMENT.

In the event you violate any terms or conditions of this Lease Contract or fail to perform any promise, duty or obligation you have agreed to or imposed upon you by law, then we, in addition to all other rights and remedies provided by law, may, of our option and with or without notice to you, either (1) terminate this Lease Contract or (2) terminate your right to pussession of the premises without terminating this Lease Contract.

Regardless of whether we terminate this Lease Contract or only terminate Regardless of whether we berminate this Lense Contract or only terminate year right of pussession without terminating this Lense Contract, we shall be immediately entitled to possession of the premises to us transclately upon our demand. In the event that you full to surrender possession, we shall re-enter and re-take passession through a summary electment proceeding or expedited eviction proceeding on provided by Narth Corolina law. In the event that you proceeding on provided by Narth Corolina law. In the event that we terminate this Lease Contract, all of our dulies under this agreement shall imminate and we shall be entitled to collect from you all screwed and unpaid with rents, realized concessions, and damages arising under this Lease Contract.

If we bring a suit against you for summary ejectment, the County sheriff may remove your personal property from the apartment within 7 days from the time the sheriff receives the Writ of Possession. You must retake possession of your property if it is removed by the sheriff. If you do not do so, the sheriff may arrange for the storage of your property, and you will be liable for the costs of the proceedings and the storage of your property.

property.

If the sheriff does not store your personal property removed from the spartment, we may take possession of it and move it for alonge purposes. In the event of an execution of a Writ of Possession against you, you agree that this soutenes hereby constitutes our offer in release your personal property to you during our regular business hears for the seven extendarday period following the execution of a Writ of Possession. Seven days after being placed in lawful possession of your personal property by execution of the Writ of Possession, we may those sway, dispute of, or sell your property. If you request that we release your property by you during the seven day period, we must do so during our regular business hours. If we elect to sall your property, we must give you at least seven days notice prior to the sale, and we must release your property to you fou so or request therite sale of your property within seven days, all costs of summary ejectment, execution and storage proceedings shall be charged to you as court costs and shall constitute a lien against the stored property.

In the event we terminate your right of possession without terminating

In the event we terminate your right of possession without terminating this Lease Contract, you shall remain liable for the full performance of all the townshit, and we shall use reasonable efforts to re-tent the prentice on your behalf and you shall remain liable for any resulting costs deficiencies or damages. Any such rentals reserved from re-resulting shall on your behalf and you shall remain liable for any resulting costs, deficiencies or damages. Any such rentals reserved from re-resting shall be applied first to the cost of re-renting the premises and then to the rentals due under this Lease Contract. Re-entry shall not but the right of recovery of rent or damages for breach of coverants, nor shall the partial receipt of rent after conditions braken be deemed a waiver of functions as provided by N.C.G.S. in order to entitle us to re-enter and/or terminate this Lease Contract for default, it shall not be deemed meansary to give notice of rent being due and unpaid or of other conditions broken or to make demands for rent, the execution of this Lease signed by you and us being sufficient octice of all terms of this Lease signed by you and us being sufficient octice of all terms of this Lease signed by you and us being sufficient octice of all terms of this Lease signed by you are the rent being due and demand for the same. We shall have all rights granted pursuant to N.C.G.S. \$42-25.9 and \$42-15.6.

#### (B) ABANDONED PROPERTY

If you abandon personal property with a value of \$750 or less from operament or fall to remove such property of the time of execution of a Writ of Possession, we may, as an alternative to the procedures described write of Procession, we may, as an alternative to the procedures described above, deliver the property to a non-profit organization regularly providing free or incaperative ciothing or household furnishings to people in need, provided that such organization agrees to store the property separately for a thirty-day perired, and to release it to you without charge during this thirty-day perired. We will deem personal property to be abandoned if we find evidence clearly showing the apartment has been would not alter the rental period has expired and we have no notice of a disability that caused the vacancy.

If the total value of the property left in the apartment at the time of execution of a Writ of Poissesian is less than \$500, we may deem the property abandoned after five days and may throw away or dispose of the property.

- 13. FAILING TO PAY FIRST MONTH'S RENT. If you don't pay the first month's rent when or before the Lease Contract begins, we may end your right of occupancy and recover damages, future rent, relating charges, attempt's fees, cauricosts, and other lawful charges. This paragraph does not apply to termination of this Lease Contract 14 or more days before occupancy by Military Personnel under Paragraph 22.
- occupancy by Multary Personnel under Parigraph 22.

  14. RENT INCREASES AND LEASE CONTRACT CHANGES. No rent increases or Lease Centract changes are allowed before the initial Lease Centract term ends, except for changes allowed by ony special provisions on paragraph 10, by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under paragraph 17. If, at least 3 days before the advance notice detailing referred to in paragraph 3, we give you written notice of entil increases or lease changes effective when the lease term or renswal period ends, this Lease Contract will automatically continue month-tre-munth with the increasest rent or lease changes. The new modified Lease Contract will begin on the date stated in the notice (without receivily of your signature) unless you give us written move-out motice under paragraph 36. ss you give us written move-out notice under paragraph 36.
- 15. DELAY OF OCCUPANCY. If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay. The Lesse Centract will remain to force subject to: fil) obstructed for ent on a daily bests during delay; and (2) your right to terminate as set forth below. Termination retire must be in writing. After termination, you are entitled only to refund of deposit(s) and any tert paid. Rent abstructed to Leave Contract termination does not apply if delay is for cleaning or repairs that don't prevent you from recoverier the anotherory. ng the apartment.

If there is a detay and we haven't given notice of delay as an forth immediately below, you may terminate up to the date when the operament is ready for occupancy, but not later.

- (1) If we give written notice to any of you when or after the initial term as set forth in Paragraph 3—and the aution states that occupancy between delayed because of construction or a previous resident's holding over, and that the appropriate will be ready on a specific date—you may terminate the Lease Contract within 3 days of your receiving the notice, but not later. e, but not later.
- notice, but not later. If we give written notice to any of you before the initial term as set furth in Paragraph 3 and the notice states that construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminant the Leave Contract within 7 days after any of you receives written notice, but not later. The readiness date is considered the raw willed norm as set forth in Paragraph 3 for all purposes. This new date may not be moved to an earlier date unless we and you agree.
- 16. DISCLOSURE RIGHTS. If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it.

While four Living in the Apartment

- 17. COMMUNITY POLICIES OR RULES. You and all guests and community FOLICIES OR RULES. You and all guests and occupants must comply with any written apartment rules and community publics, including instructions for case of our property. Our rules ora considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if they are distributed and applicable to all units in the apartment community and do not change dollar associates on page 1 of this Lease Contract.
- 18. LIMITATIONS ON CONDUCT. The apartment and other areas reserved for your private use must be kept clean. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. Any serimming pools, sturies, spec, taming beds, curvies reams, storeteams, laundry roums, and similar areas must be used with care in accordance with apartment rules and posted signs. Gless containers are prohibited in all common areas. You, your occupants, or guests may not anywhere in the apartment community; use candies or use herosene lamps or kenseene heaters without our prior written approach cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in your apartment or in the

munity is prohibited—except that any lawful business hume' by computer, mail, or telephone is permissible if aparament cummunity is promined—evergat mate any institute translation of conducted "at histore" by computer, moil, or takephone is permissible of customera, clients, patients, or other business associates do not come to your apartment for business purposes. We may regulate: (1) the use of pottos, balconies, and posthess (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in communicates. You'll be liable to us for damage coursed by you or any guests or occupants.

We may exclude from the apartment community guests or others who, in our judgment, have been violating the law, violating this Leave Contract or any apartment rules, or disturbing other rusidents, neighbors, violaturs, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community.

You agree to notify us if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us if you or any occupant registers as a set offereder in any state, informing us of orbitals convictions or sea offender registry does not water our right to evice you. 11092016379702NN02110626

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- 19. PROHIBITED CONDUCT: You and ye coupanisor guests may not engage in the following activities: behaving in a loud or oftensions memors disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community: disrupting our business operations; manufacturing, delivering, possessing with tractite deliver, or otherwise possessing a controlled substance or drug paraphermalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a finearm in the apartment community; displaying or possessing a guan, ladde, or other weapon in the communities are not possessing a guan, ladde, or other weapon in the communities are also possessing a guan, ladde, or other weapon in the communities gas appliances: tamporing with utilities or telecommunications; bringing havardous materials into the apartment community.
- 20. FARKING. We may regulate the time, menuer, and place of parking cars, trucks, morrecycles, bicycles, boats, trailers, and recreational vehicles by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. A vehicle is unauthorized or illegally parked to the apartment community if it:
  - (1) has a flat tire or other condition rendering it inoperable; or

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- to a fact of the other contained removing in inoperance; or is on jacks, blocks or has wheelfs) mixing; or has no current license or no current inspection sticker; or takes up more than one parking space; or belongs to a resident or occupant who has surrendered or abundaned the apartment; or is parked in a northed hundlesp space without the legally required handlesp in the parked in a currend hundlesp space.
- (b) is parted in a harded handlesp space without the legally required handlesp insignity or
  (7) is parked in space marked for manager, staff, or guest at the office; or
  (8) blocks another vehicle from exiting; or
  (9) is parked in a fire tane or designated 'no parking' area; or
  (10) is parked in a fire tane or designated 'no parking' area; or
  (11) is parked on the great staff, or path; or
  (12) blocks garbage trucks from access to a dumpster.

- 21. RELEASE OF RESIDENT. Unless you're entitled to terratuate this Lease Contract under paragraphs 10, 15, 22, or 36, you won't be released from this Lease Contract for any reason—including but not invited in voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, less of coresidents, less of employment, but health, or death.
- MILITARY PERSONNEL CLAUSE. You may terminate the Lease Contract If you callst or are drafted or commissioned in the U.S. Armed Forces. You also may terminate the Lease Contract if:
  - you are (i) a member of the U.S. Armed Fraces or reserves on active duty or (ii) a member of the National Courd called to active duty fr re than 30 days in response to a notional emergency declared by
  - (2) you are either (i) given change-of-station orders to permanently depart the local area. (ii) deployed with a military unit for 90 days or more, or (iii) relieved or released from active duty.

more, or (iii) relieved or released from active duty.

After you deliver to us your written termination notice, the Lease Contract will be terminated under this military chause 30 days after our receipt of the notice. You must furnish us a copy of your permanent change-interior notice, you must furnish us a copy of your permanent change-interior orders, call-up endors, and deployment orders or better. Military perminsion for base housing doesn't constitute a permanent change-interior order. After your move cut, we'll return your security deposit, less lawful deductions. If you or any co-resident are a dependent of a servicemember overed by the U.S. Servicemembers Civil Relief Act, this Lease Contract has not be terminated under this prograph without applying to a court and showing that your ability to comply with the Lease Contract is materially affected by reason of the servicementer's military service. A cresident who is not your spouse or dependent cannot terminate under this military clause. If you terminate the Lease Contract is or more days before occupantly, no damages or penaltics of any kind shall be due.

23. RESIDENT SAFETY AND PROPERTY LOSS. You and all occupants and guests must exercise due care for your own and others' salety and security, expectally in the use of smale detectors and carbon monostate detectors, keyed deadboil locks, keytess boiling devices, window latches, and other widety or security devices. You agree to make every effort to follow the Security Guidelines on page 6.

Indian the Security Guidelines on page 6.

Smoke Detectors and Carbon Monoalde Detectors. We'll furnish symble detectors and curbon memoalde detectors as required by statute, and we'll lest them and provide working batteries, if applicable, when you first take possession. After that, you must pay five and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must periodically inspect the smake detectors and carbon monoade detectors to one carbon monoalde detector malfunctions to us. Neither you not others may disable smake detectors and carbon muscuide detectors. If you disable or damage the smake detector and carbon memoalde detectors, or fail to replace a dead battery or report malfunctions to us. If you disable or damage the sends detector and earlost manuale detectors, or fail to replace a dead battery or report malfurations to us, you may be liable to us and others for any lass, damage, or fines from fire,

Canality Loss. We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, tackeding but not limited to fire, smale, rain, flood, water and pipe leaks, ball, ice, snow, lightness, wind, oxplessions, confuquale, instrumption of unillules, theft, or vandation unless otherwise required by low. Unless we utilities, theft, in vandation unless reherwise required by low. Unless we instruct otherwise, you must—for 24 hours a day during freezing weathers—(1) keep the apartment heated to at least 50 degrees. (2) keep cabinet and closed drawn open; and (3) drip hot and entit water facests. You'll be labble for damage to our end others' property if domage is caused by bruken water pipes due to your violating these requirements. If you ask our representatives to perform services not contemplated in this Losse Contract, you will indemnify us and hold us harmless from all liability for those services.

Crime or Emerg. Dial WI to remmediately call total mudical emergency, fire, or police personnel in case of accident, fire, smale, or suspected criminal activity or other emergency involving imminent harm. You should then contact our representative. You won't treat any of our contact our representative. You should then contact our representative. You won't treat any of our security measures as an express or incident warranty of security, or as a guarantee against crime or of reduced risk of crime. Unless otherwise provided by law, we're not itable to you or any guests or occupants for injury, dearing, at loss to person or preparty caused by criminal conduct of other persons, including their, bunglary, easuall, wandalism, or other crimes. We're not obliged to furnish security personnel, security lighting, occurity gates or fences, or other forms of security unless required by statute. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the aportment commandity. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate incel law-enforcement agency. You must also furnish us with the law-enforcement agency incident report number upon request.

24. CONDITION OF THE PREMISES AND ALTERATIONS. You'll be given on inventory and Condition from on or before more-in. You must note on the form all defects or duringe and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good weeking condition.

wretting condition.

You must use customary diligence in maintaining the apartment and not demaging or littoring the cummon areas. Unless authorized by statute or by us in writing, you must not perform any repairs, pathwing, wallpapering, carpeting, charitied changes, or otherwhe after our property. No holes or stickers are allowed incide or cutside the apartment. But well permit a reastnable number of small null holes for hanging pictures on sheetnets walls and in growers of wood-paneled walls, unless our rules state otherwise. No water furniture, washing enachines, additional phame or IV-cable outlets, shown systems, or lock changes, additional phame or IV-cable outlets, shown systems, or lock changes, additional phame or IV-cable outlets, shown systems, or lock changes, additional phame or IV-cable outlets, shown systems, or lock changes, additional phame or IV-cable outlets, shown systems, or lock changes, additional phame or IV-cable outlets, shown systems, or lock changes, additional phame or IV-cable outlets, shown his complies with reassuable restrictions and seated unless statuted by federal law. You agree not to alter, durage, or remove our property, suchding alarm systeme, smake detectors and carbon resonated electrons, furnitura, techphone and cable IV wings, screens, locks, and socurity devices. When you move in, well supply light builts for finances we furnish, including exterior fibrances operated from inside the apartment; after that, you'll replace them at your expense with builts of the same type and waitings. Your improvements to the apartment (whether or not we coment) become ours unless we agree otherwise in writing.

REQUESTS, REPAIRS, AND MALFUNCTIONS. IF YOU OR ANY

23. REQUESTS, REPAIRS, AND MALFUNCTIONS. IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS—IT MUST BE SIGNED AND IN WRITING TO OUR DESIGNATED REPRESENTATIVE (except to case of fire, smoke, gas, explosion, everiflowing servage, uncontrollable running water, electrical shorts, crime in properse, or imminently dangerous conditions as specifically defined by Law). Our written notes on your and request do not constitute a written request from you.

not constitute a written request from you.

Our complying with or responding to any oral request regarding security or non-security matters duesn't waiter the strict requirement for written notices under this Leone Contract. You must prompely notify us to writing of water leaker electrical problems; malfunctioning lightly broken or missing backs or latchest and other conditions that pose a hazard to property, health, as safety. We may change or install utility lines or equipment saw bug the appartment if the write's clone economistly without substantially increasing your utility costs. We may thru off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are changed by fine, water, or shutter cause, you must notify our representative transdiction, Air conditioning problems are rarrly consprehens. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll not with customary diligence to make repairs and reconnections.

if we believe that fire or estastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate this lesse Contract within a reasonable time by giving you written notice. If the Lesse Contract is so terminated, we'll refund prerated cent and all deposits, less lawful deductions.

26. ANIMALS. No animals incidency securate, reptiles, birth, fish, redents, and insects) are differed, even temperarily, onywhere in the apstracest or apartment constantly unless are be so entherhed in ordine. If we allow an animal, you must sign a separate animal addendum, which may require additional deposits, rents, fees or other charges. This additional deposits is considered a part of the general security deposit. You must remove an illegal animal within 24 hours of notice from us, or you will be considered in default of this Lesse Contract. We will authorize a support animal feet of disabled thendlemped persons. We may require a written attendent from a qualified professional verifying the need for the support animal. You must not feed stray or wild animals.

You must not feed stray or wild animals.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. You shall remove any per previously permitted under this Lease Contract. You shall remove any per previously permitted under this Lease Contract and the Animal Addendum wildton \_\_34\_\_\_ became of written notification from us that the pet, in our sole judgment, creates a nuisance or disturbance or is, in our opinion, undestrable. If on animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for deficating, decolorizing, and shampooing, initial and daily animal-violation charges and enhand-removal charges are liquidated damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing onlinal restrictions and rules.

27. WHEN WE MAY ENTER. If you or any guest or occupant is present, then repairers, servicers, contractors, our representatives or other persons listed in (2) below may peacefully enter the epartment at responsible times 110920163797038802110626

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Page 3 of 6

for the purposes listed in (2) below. If many is in the apartment, such persons may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means when necessary in

(1) written nutice of the entry is left in a conspicuous place in the apartment immediately after the entry; and
(2) entry is for, responding to your request; making repairs or sephacing entry is for, responding to your request; making repairs or sephacing entry in the prevention and the property is saint or replacing unote-detector batteries; certriering uncertured tools, equipment, or splaintoes; preventing waste of utilities; leaving notices; delivering installing reconspecting, or replacing appliances, furniture, equipment, or security devices; removing or relacting unauthorized security devices; stopping excessive noise; cutting off electricity according to slatule; retrieving property award or leaved by former residents; inspecting when immediate danger to personne property is reasonably suspected; allowing persons to enter as you authorized in your rental application (if you die, are incorrerated.

etc.l; allowing ..., y by a law officer with search or arrest warrant or in hot pursuit; showing apartment to prospective residents (after move-out or vacate notice has been given); or showing apartment to government inspectors for the limited purpose of determining housing and fire ordinance compilance by us and to tenders, appreciate, contractors, prospective buyers, ev insurance agents.

28. MULTIPLE RESIDENTS OR OCCUPANTS. Each resident is jointly and severally liable for all lease religations. If you or any guest or occupant violates the Lease Contract or rules, all residents and notices to any resident crossillute notice to all residents and occupants. Notices and requests from any resident or occupant (including notices of lease termination, repair requests, and entry permissions) constitute notice from all residents and entry permissions) constitute notice from all residents. Security-deposit relands and deduction itemizations of multiple residents will crossply with paragraph 41.

### Replacements

23. REPLACEMENTS AND SUBLETTING. Replacing a resident, sub-letting, or audignment is allowed only when we consent in writing, if departing or remaining residents find a replacement resident acceptable to w before moving out and we expressly consent to the replacement. subletting, or assumment, then:

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(1) a relating charge will set be due:
(2) a reasonable administrative (paperwork) and/or transfer fee will be due. If rekeying its requested or required: and

the departing and remaining residents will remain liable for all Lease Contract obligations for the rest of the original Lease Contract term.

Procedures for Replacement. If we approve a replacement resident, then, at our option: (1) the replacement resident must sign life Leave Contract with or without an increase in the total security deposit; or (2) the reculationing and replacement residents must sign an entirely new Leave Contract. Unless we agree otherwise in writing, your security deposit will authentically transfer to the replacement resident as of the date we approve. The departing resident will no longer have a night of occupancy or security-deposit network but will remain labels for the remainder of the regional leave Contract term unless we agree otherwise in writing—even (1 a new Lease Contract to signed.

### Responsibilities of Owner and Resident

30. RESPONSIBILITIES OF OWNER. We'll act with customory diligence to:

(1) comply with the applicable building and housing codes; (2) make all repairs and do whatever is necessary to put and keep the

premises in a fit and habitable condition; here all cremmon areas of the premises in a fit and habitable condition; here all cremmon areas of the premises in sale credition; here all cremmon areas of the premises in sale credition; maintain in good and actin working order and promptly repair all facilities and appliances supplied or required to be supplied by us;

(5) provide operable smoke detectors and replace or repair the smoke detectors within 15 days of receipt of your written antification to us.

detectors within 15 days of receipt of your written antification to us.

31. DEFAULT BY RESIDENT. You'll be to default if you or any guest or occupant violates any terms of litis Lease Contract including but not limited to the following violations: (1) you don't pay rent or other amounts that you over when due; (2) you or any guest or occupant violates the apartment rules, or fire, safety, heath, or criminal laws, regardless of whether or where errest or conviction occurs; (3) you abundant the apartment; (4) you give incorrect or faits encourse in restd application; (3) you or any occupant is arrested, convicted, or given deferred adjudication for a fulsary offense involving actual or potential physical harm to a preson, or involving possession, menufacture, or delivery of a controlled substance, marijuans, or drug paraphermalia under state statute; (6) any lingui drugs or propermalia are found in your apartment; (7) you or any guest or occupant engages in any of the prohibited conduct in Ferngeaph 19; or (6) you or any ecupant, in had faith, caukes an invalid complaint to an official or employee of a utility company or the government. employee of a utility company or the governo

employee of a utility company or the government.

Eviction. If you default, we may re-enter and re-take possession of the premiers as provided in Frangangh 12 and may immediately institute proceedings for summary ejectment as provided by law without notice or demand. Termination of your possession rights or subsequent relating doesn't release you from tability for future rent or subsequent relating doesn't release you from tability for future rent or subsequent relating assumance of rent or a partial housting subsidy payment; the filling or acceptance doesn't waive or diminish our right of eviction, or any other contractual or statutery right. Accepting a partial payment of rent or a partial instance; as also payment at any time doesn't waive your default of this Lease Centract; our right to damages; past or future rent or other sums; or to file an eviction or to continue with filed eviction proceedings; nor does our energies of any of our rights in this Faragraph violate Chapter 75 of the N.C. General Statutes.

Haldover. You or any occupant, invitee, or guest must not hold over bypand the date contained in your move-out notice or our notice to vacable (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, them (1) holdover retails due to advance on a daily to a monorer occurs, many (1) monaver run is then in our ance of a delity basis and may become delinquent without notice or demand; (2) rent for the holdover period will be increased by 25% over the then-existing rent, without notice; (3) you'll be liable to us for actual damages arrising out of full term of the previously signed Lesse Contract of a new resident who can't occupy because of the holdover; and (4) at our option, we may extend the lesso term—for up to one month from the date of notice of lease extension—by delivering written notice to you or your apartment white you continue to hold over.

Other Remedies. If your rent is delinquent and we give you 5-days' prior written notice, we may terminate electricity that we've furnished at our expense, unless governmental regulations on submetering or utility provation provide otherwise, or unless otherwise prohibited by law. We provision provide otherwise, or unless otherwise prohibited by law. We may report unpaid grounts to credit agencies. It you default and move out early, you will pay us any amounts stated in he rental discounts in paragraph 10, in addition to other sums due. Upon your default, we have all other legal remedies, including lease termination and paramany ejectment under state statute. We may recover from you altorney's fees and all litigation costs to the extent permitted by law, in the event we file a summany ejectment the ward to gain any also recover from you the highest ow of the following fees (which shall be in addition to late fees, attorney's fees, and any applicable court costs):

- (1) Complaint Filing Fee. If you are in default of this Lease Contract and if we file and serve a summary ejectment complaint or a complaint for money owed against you, and if we elect to distribute the complaint after you care the default, you shall owe Us a Complaint Filing Fee equal to \$15.00 or five purcent (%%) of the monthly rept, whichever in higher. If the rent is subvidized by a government entity, the Complaint Filing Fee will be \$15.00 or 5% of your share of the monthly rent, whichever is higher.
- (2) Court Appearance Fee. In the event that (i) we file, serve, and proceeds successfully a summary ejectment complaint for money much against you and (ii) a judgment its entered against you, and (iii) if you fall to appeal the judgment within the legality proceeded timeframe, you shall now up—in lieu of the Complaint Filing Fee.—a Court Appearance Fee equal to ten present (10%) of the manthly ent. If the rent is substituted by a government entity, this Court Appearance Fee will be 10% of your share of the monthly rent.
- (3) Second That Fee. In the event that (i) you appeal a judgment of a magistrate and (ii) we prove that you are in default of the lease at the new trial and (iii) we obtain a judgment against you at the new trial, you shall now us—in the on the Complaint Filing. Fee and Court Appearance Fee—a Second Trial Fee equal to twelve percent (27%) of the monthly sent. (if the nonthly here it is subsidied by a government entity, the Second Trial Fee will be 12% of your share of amounthly rent.

Miligation of Damages. If you move out early, you'll be subject to all remedies under North Carolina law. We'll exercise customary diffigures to relet and minimize damages. We'll credit all subsequent rent that we actually receive from subsequent residents against your liability for past-due and future rent and other sums due.

### General Clauses

SI MISCELLANEOUS. Neither are nor any of our representatives here made any oral promises, representations, or agreements. This leave Contract is the order agreement between your and no. Our representatives (including management presente), employers, and agents) have no authority to write amount, or herminate this leave Contract or any part of it, notes to writing, and no authority is made promises, representatives may also be writing, and no authority is made promises, representatives and so including a writing. No action or ornie-ton of our representative will be considered a writing. No action or ornie-ton of our representative will be considered a writing, and enter any subsequent violation, default, or time or place of purferenance. Our not enforcing or betatedly enforcing written-notice requirements, rental due dates, liens, or other rights limit a waiver under any circumstance. Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. Written notice to or from our managers constitutes notice to or from us. Any person 11.092016379704400213.0426 110920163797041002110626

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giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given. Fax alguatures are binding. All motices

Beerdsing one remedy won't constitute an election or waiver of other remedies. Unless prohibited by law or the respective beurrance policies, insurance subrogation is waived by all parties. All remedies are cumulative, No emphysics, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting mour behalf. This Less Contract hids subsequent owners. Neither an invalid clause one the ontoin of initials on any gage invalidates this Lesse Contract. All notices and documents may be in Smith and the contract of the ontoin of initials on any suge English and, at our uption, in any language that you read or speak. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies. This Lease Contract to

Page 4 of 6

subordinate or superior to existing and . ... re recorded mortgages, at lender's option. All Leave Contract obligations must be performed in the county where the apartment is located.

All discretionary rights reserved for us within this Lense Contract or any accompanying addends are at our sole and absolute discretion.

Obligation to Vacata. Resident shall vacate the Premises and remove all of Resident's personal property therefrom as the expiration of the leave term without further notice or demand from Owner.

FORCE MAJEURE: If we are prevented from completing pe FORCE MAJEURE: It was prevenued into compasing pernamance of any obligations hereunder by an act of God. strikes, epidemics, war, acts of terrorism, inits, flood. fire, hurricane, tromade, sabetage, or other occurrence which is beyond the control of the parties, then we shall be excused from any further performance of obligations and undertakings hereunder, in the full cotent allowed under opplicable law.

Furthermore, if such an event damages the property to materially affect in-habitability by some or all residents, we reserve the right to vacate any and all leanes and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

 PAYMENTS. At our option and without notice, we may apply money received feither than sale proceeds under paragraph 12, late less under paragraph 6, or utility payments subject to governmental regulations (first 

to any of your un, ... obligations, then to current rent—regardless of notations on checks or money orders and regardless of when the obligations arms. All sums other than cent are due upon our demand. After the due date, we do not have to accept the cent or any other

34. ASSOCIATION MEMBERSHIP. We represent that either: (1) we craft) the management company that represents us, is at the time of signing this Lesse Contract, a member of both the National Apartment Association and any alfiliated state and local apartment (multi-humaing) associations for the area where the apartment is leasted.

### Security Guidelines for Residents

33. SECURITY GUIDELINES. In compension with the National Apartment Association, we'd like to give you some important safety guidelines. We recommend you follow the guidelines and use common series in practicing soft conduct. Inform all other occupants in your dwelling, including any children you may have, about these guidelines.

#### PERSONAL SECURITY—WHILE INSIDE YOUR APARTMENT

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- RESONAL SECURITY—WHILE INSIDE YOUR AVAILMENT Lock your doors and windows—even while you're inside.

  Engage the keyless deadholts on all droots while you're inside.

  When austraing the door, see who is there by looking through a window or peophole. If you don't know the person, first talk with him or her without opening the door. Don't open the door if you have any double.
- num or ner without opening the door. Don't open the door if you have any doubts.

  If children (who are old enough to take care of themselves) are left atoms in your opertment, bell them to use the keyless desthoot and refuse to left enymer inside while you are grow-regardlessed whether the person is a stronger or an opentment maintenance or management enyments.

- employee.

  Don't put your name, address, or phone number on your key ring.

  If you're conserved because you've host your key or because someone you distrust has a key, ask the management to rekey the lacks. You have a right to have that dame, as long as you pay for the rekeying.

  Dial 911 for emergencies. If the 911 number does not operate in your area, keep phone numbers handy for the police, fire, and emergency medical vervices. If an emergency arbee, call the appropriate governmental number lies find, then call the management.

  Check your smales detector and carbon monaide detector monthly to make sume it is working numeric and the batteries are still obsert.

- the problem is fixed.
- Immediately report to management—in writing dated and signed—any needed repairs of locks, fatches, doors, windows, smoke detectors, and alarm systems.
- Immediately report to management—in writing, dated and signad—any malfunction of other rafety devices outside your apartment, such as broken gate feets, burned-out light in stairwells and parking lots, blinked passages, broken railings, etc.
   Close curtains, blinds, and window shader at hight.
- Mark or engrave your driver's license number or other identification on valuable personal property.

#### PERSONAL SECURITY—WHILE OUTSIDE YOUR APARTMENT

- Lock your doors while you're gone. Lock any door handle tock, keyed deadboil tack, sliding door pin lock. sliding door handle latch, and sliding door but that you have.
   Locue a radin or TV playing suffly while you're gone.
   Chee and latch your windows while you're gone, particularly when you're n vacation.

- you're on vacation.

  16. Tell your roommate or spouse where you're going and when you'll
- Don't walk alone at night. Don't allow your family to do so

- Don't walk above at eight. Dun't allow your family to do so.
   Don't hides key under the document or a nearby flowerpot. These are the first places a burglar will look.
   Don't give entry keys, codes or electronic gate cards to anyour.
   Use lamp timers when you go out in the evening or go away on various. They can be purchased at most hardware stores.
   Let the manager and your friends know if you'll be gone for an extended time. Ask your neighbors to watch your spartment since the management cannot assume that expensibility.
   While on vacation, temporarily step your newspaper and mail delivery, or have your mail and newspaper picked up daily by a friend.
   Carry your door key in your hand, whether it is daylight or dark, when wolking to your entry door. You are more vulnerable when looking fur your heys at the door.

#### PERSONAL SECURITY—WHILE USING YOUR CAR

- PERSONAL SECURITY—WHILE USING YOUR CAR

  26. Lock your car doors while driving, Lock your car drons and roll up
  the windows when leaving your car partial.

  27. Durit leave exposed from in your car, such as cassatic tapes, weapped
  packages, brit feaves, or purses.

  28. Durit leave your keys in the car.

  20. Carry your keys in the car.

  21. Carry your key ring in your hand whenever you are walking to your
  car—whether it is daylight or dark and whether you are at home,
  school, work, or on vacation.

- 30. Always park in a well-lighted area. If possible, try to park your car in an off-street parking area talker than on the street.

  11. Check the backway before getting too your car.

  12. Recoreful when stopping at gas stations or automatic-teller machines at night—or anytime when you suspect danger.

#### PERSONAL SECURITY AWARENESS

PERSONNEL SELECTED TO ANALYTICATE PROPERTY SPECIAL SELECTION Always art as if security systems don't exist since they are subject to multimetion, lampering, and human error. We dividin any expense or implied remanation of security. The best select uncorner, and the ones you perform as a matter of common series and table.

# 36. MOVE-OUT NOTICE. Before moving out, you must give our representative advance written move-out notice as provided below. Your move-out notice will not release you from liability for the full term of the Lease Contract or represent term. You will still be liable for the entire Lease. Contract term If you more out early (paragraph 21) except under the military clause (paragraph 22). YOUR MOVE-OUT NOTICE MUST COMPLY WITH EACH OF THE FOLLOWING:

- We must receive advance written notice of your nurse-out date. The advance notice must be at least the number of days of notice required in paragraph 3. Oral move-out natice will not be accepted and will not terminate your Lease Contract.
- Your more out notice must not terminate the Lease Contri than the end of the Lease Contract term or renewal period.

YOUR NOTICE IS NOT ACCEPTABLE IF IT DOES NOT COMPLY WITH ALL OF THE ABOVE. Please use our written invescult form. You must obtain from our representative written acknowledgment that we received your more out notice. If we terminate the Lease Contract, we must give you the same advance notice—unless you are in default.

57. MOVE-OUT PROCEDURES. The move-out date can't be changed unless are and you both agree in writing. You won't move out before the lease term or renewal period ends unless all sent for the entire toare term. tease term or renewal period crists turies on trem or uncertaint active or renewal period is paid in full. Early move-out may result in relecting charges. You're probabiled by law from applying any security depend to rent. You won't stay beyond the date you are supposed to mave out. All revidents, guests, and occupants must vacale the apartment before the

When Moving Out 30-day period for deposit refund begins. You must give us and the U.S. Fustal Secrice, in writing, each routdent's forwarding address.

- 38. CLEANING. You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, paties, baltonies, garages, carpotts, and storage coems. You must follow move out cleaning instructions if they have been provided. If you don't dean odequately, you'll be liable for reasonable cleaning charges.
- 39. MOVE-OUT INSPECTION. You should make with our reprefor a more-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our currection, modification, or disapproval before final refunding or
- SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES. We may deduct sums from your security deposit for charges related to the following: your possible non-payment of rent, costs of water and sewer services provided, damage to the premises, damage or destruction of smoke detectors or carbon monoraide detectors, mortalifilment of the rental period, any unpaid bills that become a lien ngainst the demised properly due to your occupancy, costs of re-renting the premises ofter breach by you, including but not limited to any reasonable fees or commission-paid by the landling too limited to any reasonable fees or commission-paid by the landling too limited to any reasonable fees or commission-paid by the landling too limited to any reasonable fees or commission-costs of removal and storage of your properly after a summery ejectment proceeding, court costs, or any fee outhorized by N.C. GEN. STAT. § 42-15. 40. SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES. We

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Page 5 of 6

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41. DEPOSIT RETURN, SURRENDER, A. ABANDONMENT. If we can determine the full extent of our deductions from your security deposit, we'll mail you your security deposit refund (less tawful deductions) and an iterative accounting of any deductions in later than 30 days after termination of your tenancy under this Lesse Contract and delivery of prosession by way, unless statutes provide otherwise. If we cannot determine the full extent of our deductions from your security deposit within the afurementioned 30 day period, we'll mail you an interim iterative accounting of our deductions from the deposit within 30 days after termination of your treancy under this Lesse Contract and delivery of possession by you, and we'll also mail your security deposit refund (less lawful deductions) and a final iteratived accounting of any deductives no later than 60 days after termination of your treancy under the Lesse Contract and delivery of possession by you.

You have surrendered the anartment when: [1] the move-out date has

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A BOT CONTRACTOR CALL TO CONTRACTOR

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You have surrendered the apartment when: (1) the move-out date has passed and no one is living to the apartment in our reasonable judgment; or (2) all apartment keys and scores devices listed in paragraph 5 have been turned in where rent is paid—whichever date occurs first.

You have aband. . the spartment when all of the following have occurred: 113 everyone appears to have moved out in our reasonable judgment; (2) clothes, furniture, and personal belongings have been in default for non-payment of near reasonable judgment; (3) you've been in default for non-payment of near for 5 consecutive days or water, gas, or electric service by the apartment not connected in our name has been terminated; and (4) you've not responded for 2 days to our notice left on the inside of the main entry door, stating that we consider the spartment abandoned. An apartment is also "abandoned" 10 days after the death of a vole resident.

Surrender, abandonment, and judicial eviction end your right of procession for all purposes and giver us the immediate right to elean up, make repairs in, and relet the apartment, and determine any security deposit deductions. Surrender, abandonment, and judicial eviction affect year rights to property left in the apartment (paragraph 12), but do not affect our mitigation obligations (paragraph 31).

You are legally brund by this document.  Read II carefully before signing.  Resident or Residents (all sign betwee)
Pre-
Owars as Owner's Representative (signing on total) of moner) William Maddard
Address and phone number of owner's representative for notice purposes 650 Lake Front Dxive
Releigh, NC 27613
(919) 781-6294
Name and address of locator service (if applicable)
Date form is filled out (same as on top of page 1)1/09/2016
anding language in sec. 32 of this Lease.  n. Your rent. utility (as further described in ) and post/trash/etc. charges will be combined a will be payable to the monthly stoment. This nelude the billing for for mater. serve or the Water/Wastewater Utility Addendum. If this h to month at least a 30 day written netice of
nired by either party as required by par. 36.
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Soll Partners Inc. Randi Milroy

North Carolina/National Apartment Association Official Form, August 2016





## Apartment Lease Contract



D	ite of Lease Contract: Rovember 20, 2017		This is a binding document. Read carefully before signing.
	(when the Lease Contract is filled out)	Come	real Information # * by and a made a 22 Philip
1.	PARTIES. This Lease Contract (sometimes referred to us the "lease") is	Gene	Prorated cent of \$251_40_ is due for the remainder of [check one]:
	between you, the resident(s) (list all people signing the Lease Contract):  Randi Milroy		2) list month or 12 2nd month, on
	and or the course		duly) with no grace period. Cash is anacceptable without our prior written printinion. You must not withheld or offset rent unless expressly authorized by
	LSREF3 Bravo (Raleigh). LLC and we the owner:		stelute. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashler's cheek, money order, or one
	Arms of conducts assumed to an able below Vender arms to and		monthly check rather than multiple checks. If you don't pay all rent on or before the day of the month, you'll pay a late charge of 5%.
	(name of apartment community or title helder). You've agreed to rent Apartment No. 1400K at 1400 K Lake Front (street address) in feely. North Carrina.		of the rental payment or \$15.00, whichever is greater, You'll also pay a charge of \$ as provided by law for each returned check or rejected electronic payment. If you don't pay rent on time, you'll
	27013 (zip code) for use as a private restilence only. The terms "you" and "your" cefer to all residents listed above. The terms "we,"		be delinquent and all remedies under this Leuse Contract will be authorized. We'll also have all other temedies for such violation.
	"us," and "our" refer to the owner listed above (or any of owner's successors in interest or assigns). Written notice to or from our managers	7.	UTILITIES. We'll pay for the following items, if checked and if
	constitutes notice to or from us. If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract Guaranty for each guaranter is attached.		Describing by law:    Description   Description   Description   Description
2	OCCUPANTS. The spartment will be occupied only by you and (list all aller occupants and signing the Leave Contract):		You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. You must not allow utilities to be disconnected—
			including disconnection for not paying your bills—until the lease term or renewal period ends. Cable channels that are provided may be changed during the lease term if the change oppites to all residents. Utilities may
	A CAN TRANSPORT OF THE LOCAL PROPERTY OF THE PROPERTY.		be used only for normal household purposes and must not be wasted, if
	No one elso may occupy the apartment. Persons not listed above must not stay in the apartment for more than 2 consecutive days without our prior written consent, and no more than twice that many days in any one month.		your electricity is ever interrupted, you must use only battery-operated lighting, if any utilities are submetered for the apartment, or prevated by an allocation formula, we will sitach an addendum to this Lease Contract in compliance with state agency rules or elty ordinance.
			INSURANCE. We do not maintain insurance to cover your personal
3.	LEASE TERM. The initial term of the Lease Contract begins on the 22nd day of November 2017, and ends at midnight the 21st day of November, 2018. This Lease Contract will approximate the contract of the cont		property or personal injury. We are not responsible to any resident, goest, or occupant for damage or loss of personal property or personal injury form junctuding ball not innited to) fire, stroke, sain, flood, water and pipe
	Contract will automatically renew manth-to-month unless either party gives at least60 _ days written notice of termination or intent to move-out as required by paragraph 36.		leaks, hall, ice, snow, lightning, wind, explosions, corthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism unless otherwise required by law.
4.	SECURITY DEPOSIT. Unless modified by addends, the total security deposit at the time of execution of this Lease Contract for all residents in the apartment is \$, due on or before the date this		We urge you to get your own insurance for losses to your personal property or injuries due to their, fire, water damage, pipe leaks and the like.
	Lease Contract is signed, to be administered in occurdance with the North Carolina Tenant Security Deposit Act, N.C.G.S. § 42-50 et req.		Additionally, you are felterkow/ & required to purchase personal liability insurance. If no
	In holding your security deposit, we will (check one):  Deposit the security deposit in a trust account with (name of bank		has in checked, personal liability insurance is not required. If required, failure to maintain personal fiability insurance is an incurable breach of this Leave Contract and may result in the termination of tenancy and
	or savings institution) Molls Fargo Bank, N.A.		eviction and/or any other rentedles as provided by this Lease Contract or state law.
	orated at (address) 300 M. Greene St. Groonsboro, NC 27401		You acknowledge that no portion of the rent paid by you under this agreement will be specifically allocated for the purchase of the sumer's structural fire insurance, though the owner may use a portion of gross
	or .		rental proceeds obtained from all rental units in the community to
;	Particle abond from (name of bonding company) located at		purchase such attractural fire insurance, and in such an event, that you are the no way a co-insured under any such policy.
	(address)	9.	LOCKS AND LATCHES. Keyed lock(s) will be rekeyed after the prior resident moves out. The rekeying will be done either before you move in
	The security deposit may, in our discretion, be deposited in an interest- bearing account with the bank or savings institution named above. We		or, if the opartment has a keyless deadbolt on each exterior door, within 10 days after you move in.
	may relain any interest earned upon the security deposit and may withdraw such interest, if any, from such account as it accroes as often as is permitted by the terms of the account.		You may at any time ask us to: (1) install one keyed deadboil tock on an exterior door if it does not have one; (2) install a bar and/or sliding door pinkek on each aliding glass door; (3) install one keyleta deadboil on each exterior door; (4) install one doorviewer on each externor door; and (5)
;	Your security deposit will be held and, upon termination of your tenancy, be applied in the manner and for the purposes set forth in paragraphs 40 and 41 of this Lease Contract.	1	change or rekey locks or latches during the lease term. We must comply with those requests, but you must pay for them.
s.	KEYS AND FURNITURE. You will be provided 2 upartment key(s), 2 mailtox key(s), and 0 other access devices		What You Are Now Requesting. You now request the following to be installed at your expense (if one is not already installed), subject to any statutory restrictions on what you may request.
	for Your apartment will be [check our]:		keyed deadboit lock     keyless deadboit     keyless deadboit     sliding door pinlock     sliding door bar
	RENT AND CHARGES. Unless modified by addenda, you will pay \$ \$\frac{838.00}{600}\$ per month for rent, payable to advance and without demants.	.•	Payment for Rekeying, Repairs, Etc. You must pay for all repairs or replacements arising from misuse or damage to devices by you or your
	2) of the on-site manager's office, or		lamily, occupants, or guesta during your occupancy. You may be required
	That our ordine payment site, or the state of the state o		to pay in advance if we notify you within a reasonable time after your request that you are more than 30 days definquent in reimbursing us for repairing or replacing a directe which was misused or damaged by your property of the pays have requested that on correct the rest.
			your guest or an occupant; or If you have requested that we repair, install, change or rekey the same device during the 30 days preceding your request and we have compiled with your request.

(2)

Randi Milzoy

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Page 1 of 6

10. SPECIAL PROVISIONS. The following special provisions and any addends or written rates furnished to you at or before signing will become a part of this Lease Contract and will supersede any conflicting provisions of this printed lease form.

See special provisions on the last page

See any additional special provisions.

- 11. SEIMBURSEMENT. You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the apartment community due to violation of the Lesse Contract or rules, improper use, or negligence by you or your guests or occupants. Unless the damage or westerwater stoppage is due to our negligence, we're not liable for—expaint, replacement costs, and damage to the following if occurring during the Lesse Contract term or renewal period; (i) damage to doors, windows, or scenera unless caused by other than your negligence; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines occurring a wastewater stoppages caused by improper objects in lines occurringly serving your apartment. We may require payment at may time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.
- 12. (A) EVICTION OR SUMMARY EJECTMENT AND PROPERTY LEFT IN THE APARTMENT.

in the event you violate any terms or conditions of this Lease Contract or fall to perform any promise, duty or obligation you have agreed to or imposed upon you by law, then we, in addition to all other rights and remedies provided by law, may, at our option and with or without notice to you, either (1) terminate this Lease Contract or (2) terminate your right to possession of the premises without terminating this Lease Contract.

to personate the premises without terminating this Lesse Contract or only terminate your right of possession without terminating this Lesse Contract, we shall be immediately entitled to possession of the premises and you shall be amendately entitled to possession of the premises to us branchistly upon our demand. In the event that you fall to surrender possession, we shall re-enter and re-take possession through a summary ejectment procreding or expedited eviction procreding as provided by North Carolina law; in the event that we terminate this Lense Contract, all of our duties under this event that we terminate this Lense Contract, all of our duties under this event that we terminate this Lense Contract, all of our duties under this event that the terminate this Lense Contract, all of our duties under this event that we terminate this Lense Contract, all of our duties under this event that we terminate this Lense Contract, all of our duties under this event that we terminate this Lense Contract, all of our duties under this event that we terminate this Lense Contract, and demanges of the event that the contract of t eccrued and unpaid rents, realized concessions, and damages arising der this Lease Contract.

If we bring a suit against you for summary ejectment, the County sheriff may remove your personal property from the apartment within 7 days from the time the sheriff receives the Writt of Possession. You must retake possession of your property if it is removed by the sheriff. If you do not do so, the steriff may arrange for the storage of your property, and you will be liable for the costs of the proceedings and the storage of your

If the sheriff does not store your personal property removed from the opartment, we may take pursession of it and move it for storage purposes. In the event of an execution of a Writ of Pussession against you, you agree that this sentence hareby constitutes our offer to release your personal purporty to you during our engular business hours for the seven calendariday period following the execution of a Writ of Possession. Seven days ofter being placed in lawful possession of your personal property by execution of the Writ of Possession, we may throw away, dispose of, or sell your property. If you request that we release your property to you during the seven day period, we must do so during our regular business hours. If we check to sell your property, we must give you at least seven hours. If we check to sell your property, we must give you at least seven ouring the seven day person, we must up so during our regular occusions hears. If we clock to self, your property, we must give you at least seven days notice prior to the sale, and we must release your property to you if you so request before the sale. If you do not request the release of your property within seven days, all costs of summary ejectment, execution and storage proceedings shall be charged to you as court costs and shall constitute a lien against the stored property.

In the event we terminate your right of possession without terminating this Lease Contract, you shall remain liable for the full performance of all the covenants, and we shall use reasonable efforts to re-runt the premises on your behalf and you shall remain liable for any resulting costs, deficiencies or damages. Any such remain search for ereming shall be applied first to the cost of co-renting that he remains due under this Lease Contract. Re-entry shall not but the remains due under this Lease Contract.

recovery of rent or damages for breach of covenants, nor shall the partial receipt of rent after conditions broken be deemed a waiver of forfeiture, as provided by N.C.G.S. in order to entitle us to re-enter and/or terminate this Lease Contract for default, it shall not be deemed necessary to give notice of sent being due and unpaid or of other conditions broken or to make demands for rent, the execution of this Lease signed by you and us being sufficient notice of all terms of this Lease Contract including of the rent being due and demand for the same. We shall have all rights granted pursuant to N.C.C.S. \$42-23.9 and \$42-25.6.

#### (B) ABANDONED PROPERTY

If you obandon personal property with a value of \$750 or less from spartment or fail to remove such property at the time of execution of a Writ of Possession, we may, as an alternative to the procedures described Writ of Possession, we may, as an alternative to the procedures described above, deliver the property to a non-profit organization regularly providing free or incepensive ciothing or household furnishings to people in need, provided that such organization agrees to store the property separately for a thirty-day period, and to release it to you without charge during this thirty-day period. We will deem personal property to be abandoned if we find evidence clearly showing the apartment has been voluntarily vacanted after the cental period has expired and we have no notice of a disability that caused the vacancy.

If the total value of the property jeft in the apartment at the time of execution of a Writ of Possession is less than \$500, we may deem the property abandoned after five days and may throw away or the property.

- 13. FAILING TO PAY FIRST MONTH'S RENT. If you don't poy the first month's rent when or before the Lasse Contract begins, we may end your right of occupancy and recover damages, future cent, reletting thatps, eltomays fees, court crists, and other lawful charges. This paragraph does not apply to termination of this Leose Contract 14 or more days before occupancy by Military Personnel under Paragraph 22.
- 14. RENT INCREASES AND LEASE CONTRACT CHANGES. No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph III, by a written addensium or amendment signed by you and us, or by reasonable changes of operturent rules allowed under paragraph I7. II, at least 5 days before the advance notice deadling paragraph 17-11, at team 3 days better the accurate mance creature referred to in paragraph 3, wa give you written notice of rent increases ar lease changes effective when the lease term or renewal period ends, this Lasse Contact will automotically continue month-to-munth with the increased rent or lease changes. The new modified Lease Contract will begin on the date stated in the notice (without necessity of your signature) unless you give us written move-out notice under paragraph 36.
- 13. DELAY OF OCCUPANCY. If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay. The Lease Contract will remain in force subject to (1) abstences of rend on a daily basis during delay; and (2) your right to terminate as set forth below. Termination notice must be in writing. After termination, you are entitled only to refund of depositio) and any rent pold. Rent abstencest or Lease Contract termination desired and apply if delay is for cleaning or repairs that don't prevent you from ng the opertme

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, but not later.

- (1) If we give written notice to any of you when or ofter the initial term as set forth in Paragraph 3—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the aportment will be ready on a specific data—you may terminate the Lesse Contract within 3 days of your receiving the
- may terminate the Lesse Contract within 3 days of your seceiving the notice, but not later.

  (2) If we give written notice to any of you before the initial term as set forth in Paragraph 3 and the notice states that construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lesse Contract within 7 days after any of you receives written notice, but not later. The readiness date is considered the new initial term as set forth in Paragraph 3 for all purposes. This new date may not be moved to an earlier date unless we and you agree.
- DISCLOSURE RIGHTS. If someone requests information on you or your rental history for law-enforcement, governmental, or business your rental history for law-enforcer purposes, we may provide it.

While You're living in the Apartment

- 17. COMMUNITY POLICIES OR RULES. You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Leave Contract. We may make reasonable changes to written rules, effective immediately, if they are distributed and applicable to all units in the apartment community and do not change deliar amounts on page 1 of this Lease Contract.
- 18. LIMITATIONS ON CONDUCT. The apartment and other areas reserved for your private use must be kept clean. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. Any swimming pools, earness, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in all comman areas. You, your occupants, or guests may not anywhere in the apartment community: use cardies or use foresone lamps or kerosene heaters without our prior written approval; cook on balcoates or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in your apartment or in the

appriment community is prohibited—except that any lawful business conducted "at home" by computer, mail, or trisphone is permisable if customers, clients, patients, or other business associates do not come to your operiment for business purposes. We may regulate: (1) the use of patios, beforeies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas. You'll be liable to us for domage caused by you or any guests or occupants.

We may exclude from the apartment community guests or others who, in our judgment, have been violating the law, vidating this Lesse Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to thentify himself or herself as a resident, occupant, or guest of a specific resident in the community.

You agree to notify us if you or any necupants are convicted of any febray, or misdemensor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender to any state. Informing us of critical convictions or sex of either destructions or sex offender registry does not waive our right to avict you.

- 19. PROMIBITED CONDUCT. You end your occupants or guests may not engage in the following entivities: behaving in a foud or chronious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a community and otherwise possessing a woapon prohibited by state law; discharging a finearm in the spartment community; displaying or possessing a gue, knife, or other weapon in the common area in a way that may alarm others; storing anything in closets having gas applicates; lampering with utilities or infreommunitations; bringing hazardous materials into the epartment community.
- 20. FARKING. We may regulate the time, menner, and place of parking care, tracks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone. We may have unauthorized or tilegally parked vehicles towed under an appropriate statute. A vehicle is unauthorized or tilegally parked in the apartment community if it:

  - has a first tire or other condition rendering it inoperable; or is on jecks, blocks or has wheelfs) missing; or has no current license or no current inspection sticker; or takes up more than one parking space; or belongs to a resident or occupant who has surrendered or abandoned the apartment; or is parked to a marked bandleap apace without the legally required handleap notations.
  - (6) is parked to a marked bandkap space without the legally required bandkap basignia or
    (7) is sparked in space marked for manager, sinff, or guest at the office; or
    (8) blocks another vehicle from exiting; or
    (9) is parked in a fire lane or designated "no parking" area; or
    (10) is parked in a space marked for other residently) or untit(s); or
    (11) is parked on the grass, sidewalk, or patito; or
    (12) blocks garbage trucks from access to a dumpster.
- 21. RELEASE OF RESIDENT. Unless you're entitled to reeminate this Lease Contract under paragraphs 10, 15, 22, or 36, you won't be released from this Lease Contract for any reason—including but not limited to voluntary or invaluatary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of coresidents, loss of employment, but health, or death.
- 22. MILITARY PERSONNEL CLAUSE. You may terminate the Lease Centreet if you enlist or are drafted or commissioned in the U.S. Armed Perces. You also may terminate the Lease Contract if:
  - (1) you are (i) a member of the U.S. Armed Forces or reserves on active duty or (ii) a member of the National Guard called to active duty for more than 30 days in response to a national emergency declared by the President: as
  - (2) you are either (i) given change-of-station orders to permanently depart the local area, (ii) deployed with a military unit for 90 days or more, or (iii) relieved or released from active duty.

more, or (iii) relieved or released from active duly.

After you deliver to us your written termination notice, the Lease Controct will be terminated under this military clause 30 days after our recript of the notice. You must furnish us a copy of your permanent change-elsantion orders, call-up orders, or deployment orders or letter. Military permission for bose housing doesn't constitute o permanent change-of-station order. After your move out, we'll return your security deposit, less lawful deductions. If you or any co-resident are a dependent of a servicemember occred by the U.S. Servicemembers Civil Relief Act, this Lesse Contract may not be terminated under this paragraph without applying to a court end showing that your ability to comply with the Lesse Contract is materially affected by reason of the servicemember's military service. A co-resident who is not your spouse or dependent cannot terminate under this military clause. If you terminate the Lesse Contract 14 or more days before occupancy, no damages or penalties of any kind shall be due.

23. RESIDENT SAFETY AND PROPERTY LOSS. You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smale detectors and carbon manadda detectors, keyed deadboil tacks, keylets boiling devices, window latches, and other matry or security devices. You agree to make every effort to follow the Security Guidelines on page 6.

follow the Security Guidelines on page 6.

Smotus Detectors and Carbon Monandes Detectors. We'll furnish smoke detectors and carbon monoxide detectors as required by statute, and we'll lest them and provide working batteries, if applicable, when you first take possession. After that, you must pay for and replace batteries as recorde, unless the law provides otherwise. We may replace dead or enhaing batteries at your expense, without prior cotics to you. You caust periodically inspect the smale detectors and carbon monanded detectors to casure their operability and immediately report smoke detectors and carbon monanded detectors and carbon monanded detectors and carbon monanded detectors, or fail to replace a dead battery or report malfunctions to us, you may be liable to us and others for any loss, damage, or fines from fire, amona, or water.

Casualty Loss. We're not liable to any resident, guest, or occupant for Casualty Loss. We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited on fire, smoke, rain, flood, water and pipe braks, hall, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law. Unless we instruct otherwise, you must—for 24 hours a day during freezing weather—(1) heep the apartment heated to at least 50 degrees; (2) keep cubinet and closed doors open; and (3) drip hot and cold water faucets. You'll be liable for damage to our and others' property if damage is caused by broken water pipes due to your violating these requirements. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us and hold us harmless from all liability for those services.

Crime or Emergency. Dial 911 or immediately call local medical Crime or Emergency. Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, or suspected crimbal activity or other emergency hwolving imminent harm. You should then contact our representative. You won't treat any of our security measures as an express or implied warranty of security, or as a guarantee against crime or of reduced cisk of crime. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by crimical conduct of other persons, including theft, burglary, assault, wandalism, or other crimes. Wo're not obliged to furnits accurity personnel, security lighting, accurity gates or fences, or other forms of security unless required by statute. We're not responsible for obtaining criminal-faitory checks on any residents, occupants, guests, or contractors to the spartment statum, we re not responsible to containing criminal-interory contents on any residents, occupants, guests, or contractors in the apartment community. If you or any occupant or guest to affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You must also furnish us with the law-enforcement agency's incident report number upon request.

given an inventory and Condition form on or before move-in. You must note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition. 24. CONDITION OF THE PREMISES AND ALTERATIONS. You'll be

working condition.

You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment, but we'll permit a reasonable number of small noil bokes for hanging pictures on shecirock walls and in grooves of wood-paneled wells, unless our cules state otherwise. No water furniture, washing machines, additional phans or TV-cule outlets, alarm systems, or lock changes, additional phans or TV-cule outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You may install a satellite dish or anknus provided you sign our satellite dish anatonal close addendum which commites with reasonable perhitions. is permitted unless statutority allowed or we've consented in writing. You may install a satellite dish or anhanna provided you sign our satellite dish or anhanna tease addendum which compiles with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, snoke detectors, and carbon monadda detectors, furniture, telephone and cable TV wiring, screens, locks, and security devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior follows operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and waitage. Your improvements to the spartment (whether or not we consent) become ours unless we agree otherwise in writing.

13. REQUESTS, REPAIRS, AND MALFUNCTIONS. IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS—IT MUST BE RESIDED AND IN WRITING TO OUR DESIGNATED REPRESENTATIVE (except in case of fire, smoke, get, explosion, overflowing sewage, uncontrollable running water, except should shorts, crime to progress, or luminously dangerous conditions as specifically defined by law). Our written routes on your oral request do not constitute a written request from you.

not constitute a written request from you.

Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Leose Contract. You must promptly notify us in writing of: water leake; electrical problems; malfunctioning lights; broken or missing locks or lackhei; and other conditions that pose a hexard to property, health, or safety. We may change or install utility lines or requipment serving the apartment if the work to done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities on needed to avoid property damage or to perform work. If willties malifunction or set damaged by fire, water, or similar cause, you must notify our representative immediately. Air canditioning problems are rarely emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs and reconnections.

If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate this Lesse Contract within a reasonable time by giving you written notice. If the Lesse Contract is no terminated, we'll refund promoted rent and all deposits, less lowful deductions.

ANIMALS. No enimals (encluding manusch, reptiles, birds, fish, redents, and insects) are allowed, coen temporarily, enquivers in the sportnent or apartment community unless so "se a enthurbed in writing. If we allow an enimal, you must sign a separate aximal addendum, which may require additional deposits, cents, fees or other charges. This additional deposit is considered a part of the general security deposit. You must remove an illegal enimal within 14 hours of notice from us, or you will be considered in default of this Lesse Contract. We will authorize a support animals or a disabled (handkapped) person. We may require a written statement from a qualified professional werlifying the need for the support animals. You must not feed stray or wild animals.

If you or any guest or occupant violates entired restrictions (with or without your knowledge), you libe subject to charges, damages, eviction, and other remedies provided in this Lesse Contract. You shall remove any and other remedies provided in this lesse Contract. You shall remove any pet previously permitted under this Lesse Contract and the Animal Addendum within 24 hours of written notification from us that the pet, in our sole judgment, creates a nuisance or disturbance or fs, in our opinion, undestrable. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), well charge you for defleating, deadorizing, and shampooning, initial and delly animal-violation charges are liquidated damages for our time, inconvenience, and overhead (except for attempt's fees and litigation costs) in enforcing animal restrictions and rules.

27. WHEN WE MAY ENTER. If you or any guest or occupant is present. then reputrers, servicers, contractors, our representatives or other persons listed in (2) below may peacefully enter the apartment at reasonable times for the purposes listed in (2) below. If nobody is in the apartment, such persons may enter pezoefully and at reasonable times by duplicate or master key (or by breaking a window or other means when necessary in

- (1) written notice of the entry is left in a conspicuous place in the apartment immediately after the entry; and
  (2) entry is fare responding to your request; making repairs or replacement; estimating repair or refurbithing costs; performing pest control; doing preventive maintenance; changing filters; testing or replacing smoke-detector batteries; retrieving unreturned tools, equipment, or appliances; perventing waste of utilities; having notices; delivering, installing, reconnecting, or replacing appliances, furnishes controlled. furniture, equipment, or security devices; removing or relaying unauthorized security devices; stapping excessive noise; cutting off electricity according to statute; retrieving property owned or leased by former residents; impacting when immediate danger to person or property is seasonably suspected; allowing persons to enter as you authorized in your rental application (if you die, are intercreted,

etc.); allowing entry by a law officer with search or arrest warrant or in hot pursuit; showing apartment to prospective residents (after move-out or vacute notice has been given); or showing apartment to government inspectors for the limited purpose of determining housing and fire ordinance compliance by us and to lenders, approisers, contractors, prospective buyers, or insurance agents.

28. MULTIPLE RESIDENTS OR OCCUPANTS. Each resident is jointly and severally liable for all leave obligations. If you or any guest or occupant violates the Leave Contract or rules, all residents are considered occupant violates the Lease Contract of runs, all residents are considered to have violated the Lease Contract. Our requests and nuisies to any resident considers notice to all residents and occupants. Notices and requests from any resident or occupant (including matices of lease throughout, repair requests, and entry permissions) constitute notice from all residents. Security-deposit sefunds and deduction liamizations of multiple residents will comply with paragraph 41.

Contraction to the state of the

- 29. REPLACEMENTS AND SUBLETTING. Replacing a resident, substiting, or assignment is allowed only when we consent in writing. If departing or remaining residents find a explacement resident acceptable to us before resolving out and we expressly consent to the replacement, subjecting, or assignment, then

  - (1) a relating charge will not be due;
    (2) a reasonable administrative (paperwork) and/or transfer fee will be due, and a rekeying fee will be due if rekeying is requested or ceculred: and
  - the departing and remaining residents will remain liable for all Lease Contract obligations for the rest of the original Lease Contract term.

Procedures for Replacement. If we approve a replacement resident, then, at our option: (!) the replacement resident must sign this Lesse Contract with or without an increase in the total security deposit: or (2) the remarking and replacement residents must sign an entirely recorded automatically transfer to the replacement resident as of the date we approve. The departing resident will an longer have a right of occupancy or security-deposit refund, but will remain liable for the semainder of the original lease Contract term unless we agree otherwise in writing—even if a new Lesse Contract is signed.

### Responsibilities of Owner and Resident

- 30. RESPONSIBILITIES OF OWNER, We'll act with customary diligence to:

  - (1) comply with the applicable building and housing codes;
    (2) make all repairs and do whatever is necessary to put and keep the
    premises in a fit and habitable condition;

  - (4) maintain in good and safe working order and promptly repair all facilities and appliances supplied or required to be supplied by us;
  - (5) provide operable smake detectors and replace or repair the smake detectors within 15 days of rescipt of your written notification to us.
- detectors within 15 days of receipt of your written rotification to us.

  31. DEFAULT BY RESIDENT. You'll be in default if you or any guest or eccupant violatin any terms of this lease Contract including but not limited to the following violations: (1) you don't pay reat or other amounts that you owe when due; (2) you or any guest or occupant violates the apartment rules, or fire, safety, health, or criminal laws, regardizes of whether or where areast or conviction occurs; (1) you abundon the apartment; (4) you give incorrect or false answers in a runtal application; (3) you or any occupant its arrested, convicted, or given deferred adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or drivery of a controlled substance, mufjuan, or drug paraphernalla under state statute; (6) any illegal drugs or paraphernalla are found in your apartment; (7) you or any guest or deregant engages in any of the prohibited conduct in Paragraph 19, or (5) you or any occupant, in bud faith, makes an invalid complaint to an official or employer of a utility company or the government.

  Evittion. If you default, we now re-enter and re-take possession of the

employee of a willily company or the government.

Eviction. If you default, we ensy re-enter and re-take passession of the premises as provided in Paragraph 12 and may immediately institute proceedings for summary ejectment as provided by law without notice or demand. Termination of your possession rights or subsequent releting docum't release you from liability for future rent or other base obligations. After filling, a summary ejectment suit, we may still accept a partial payment of rent or a partial housing subsidy payment it is filling or acceptance docum't waive or diminish our right of eviction, or any other contractual or statutory right. Accepting a partial payment of cent or a portial housing subsidy payment at any time docum't waive your default of this Lease Contract, our right to damages; past or future rent or other sums; or of the an eviction or to continue with filled eviction proceedings; nor does our exercise of any of our rights in this Paragraph violate Chapter 75 of the N.C. Convent Statutes.

Holdows: You or any occupant, invitre, or guest must not hold over beyond the date cantained in your move-out notice or our notice in vacato (or beyond a different move-out date agreed to by the parties in writing). If a holdow occur, then (1) holdower rent is due in advance on a daily basis and may become delinquent without notice or domand; (2) rent for the holdower period will be increased by 25% over the them-existing rent, without notice; (3) you'll be liable to us for actual damages arising out of full term of the previously signed Lease Contract of a new resident who

can't occupy because of the haldover; and (4) at our option, we may extend the lease term—for up to one month from the date of notice of lease extension—by delivering written notice to you or your apartment while you continue to hold over.

Other Remedies. If your rent is delinquent and we give you 5 days' prior written notice, we may terminate electricity that we've happished at our written notice, we may terminate electricity that we've furnished at our expense, unless governmental regulations an submetering or utility provide otherwise, or unless otherwise prohibited by law. We may report unpaid amounts to credit agreetes. If you default and move out early, you will pay us any amounts started to be rental discounts in paragraph 10, in edition to other sums due. Upon your default, we have oil other legal remedies, including lease termination and summary ejectment under state statute. We may recover from you alturney's fees and all illigation costs to the extent permitted by law. In the event we file a nummary ejectment abusuall against you, we may also recover from you the highest one of the following fees (which shall be in addition to late fees, attorney's fees, and any applicable equit costs):

- (1) Complaint Filing Fee. If you are in default of this Lease Contract and if we file and serve a summary ejectment complaint or a complaint for money owed against you, and if we elect to dismiss the complaint for money owed against you, and if we elect to dismiss the complaint elter you care the default, you shall owe Us a Complaint Filing Fee equal to \$15.00 or five pareent (5%) of the monthly cent, whichever is higher. If the cent is subsidized by a government entity, the Complaint Filing Fee will be \$15.00 or 5% of your share of the monthly rent, whichever is higher.
- Court Appearance Fee. In the event that (I) we file, serve, and prosecute successfully a summary ejectment complaint or complaint for money owed against you and (ii) a judgment is entered against you, you shall owe us—in lieu of the Complaint Filing Fee.—a Court Appearance Fee equal to tern percent (10%) of the manthly cent. If the tent is substitized by a government entity, the Court Appearance Fee will be 10% of your share of the monthly rent.
- (3) Second Trial Fee. In the event that (i) you appeal a judgment of a magistrate and (ii) we prove that you are in default of the lease at the new trial and (iii) we obtain a judgment against you at the new trial, you shall owe up-ato lieu of the Complaint Filing Fee and Court Appearance Fee.—a Second Trial Fee equal to twelve percent (12%) of the monthly rent. If the monthly rent is substitized by a government entity, the Second Trial Fee will be 12% of your share of monthly rent.

Miligation of Camages. If you move out early, you'll be subject to all remedies under North Carolina law. We'll exercise customary diligence to relet and minimize damages. We'll credit all subsequent rent that we actually receive from subsequent residents against your liability for pest-due and future cent and other sums due.

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13. MISCELLANEOUS. Neither we sur any of our representations have used easy and promises, representations, or agreements. This Leve Contract is the entire agreement between you and as. Our representations forcing management personnel, employees, and agents) have no authority to write, amend, or terminals this Lease Contract or any part of it, unless in teriting, and no authority to make promiser, representations, or agreements that impose security darks or other obligations on user our representative will be considered a waiver of any advancement volution, default, or time or place of performance. Our not conforcing or behaviorly enforcing written-notice requirements, rental due dates, lives, or other rights live? a waiver under any circumstances. Except when notice or domain is required by statute, you waive any notice and demand for performance from us if you default. Written notice to or from our managem constitutes notice to or from us. Any person

giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given. Fax signatures are binding. All notices must be signed.

Exercising one remody won't constitute an election or waiver of other remedies. Unless prohibited by law or the respective insurance policies, insurance subrogation is waived by all parties. All remedies are cumulative. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other chilgations merely by virtue of acting on our behalf. This Lease Contract binds subsequent owners. Neither an invalid clause nor the ombasion of initials on any page invalidates this Lease Contract. All notices and documents may be in trivelidates this Lesse Contract. All notices and documents may be in-invelidates this Lesse Contract. All notices and documents may be in-English and, at our option, in any language that you read or speak. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies. This Lesse Contract is subordinate or superior to existing and future recorded mortgages, at lender's option. All Lesse Contract obligations must be performed in the county where the apartment is located.

All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.

Obligation to Vacate. Resident shall vacate the Premises and rem all of Resident's personal property therefrom at the expiration of the lease term without further notice or demand from Owner.

FORCE MAJEURE: If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, substage, or other occurrence which is beyond the control of the parties, then we shall be excused from any further performance of obligations and undertakings hereunder, to the full entent allowed under applicable law.

Purthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate any and all leases and you agree to excuse up from any further performance of obligations and undertakings becounder, to the full extent allowed under applicable law.

PAYMENTS. At our option and without notice, we may apply money received (other than sale proceeds under paragraph 12, late fees under paragraph 6, or utility payments subject to governmental regulations) first

to any of your unpaid obligations, then to current rent—regardless of notations on checks or money orders and regardless of when the obligations erose. All sums other than rent are due upon our demand. After the due date, we do not have to accept the rent or any other

34. ASSOCIATION MEMBERSHIP. We represent that either: (1) we or;(2) the management company that represents us, is at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Aportment Association and any affiliated state and local aportment (multi-housing) associations for the area where the apartment

### wan a wood o it dig and a different Security Guidelines for Residents

33. SECURITY GUIDELINES. In cooperation with the National Apartment Association, we'd like to give you some important safety guidelines. We recommend you follow the guidelines and use common sense in practicing safe conduct. Inform all other occupants in your dwelling, including any children you may have, about these guidelines.

### PERSONAL SECURITY—WHILE INSIDE YOUR APARTMENT

- ISSONAL SECURITY—WHILE INSIDE FOOR AFAIR FIRST Lock your doors and windows—even while you're inside.

  Engage the keyless deadboits on all doors while you're inside.

  When answering the door, see who is there by booking through a window or perphale. If you don't know the person. first talk with him or her without opening the door. Don't open the door if you have
- any doubts.

  If children (who are old enough to take care of themselves) are left alone in your apartment, tell them to use the keyless deadboil and trius to the tanyone inside while you are gono—regardless of whether the person is a stranger or an apartment maintenance or management
- the person is a stranger or an apartment maintenuses or management employee.

  5. Don't put your name, address, or phone number on your key ring.

  6. If you're concerned because you've lost your key or because sometime you distruct has a key, ask the management to rekey the locks. You have a right to have that done, as long as you pay for the rekeying.

  7. Did 911 five emergencies. If the 911 number of ones not operate in your area, keep phone numbers handy for the police, fire, and emergency medical services. If an emergency arises, call the appropriate governmental authorities first, then call the management.

  8. Check your smoke detretor and carbon monoutide detector monthly to make sure it is working properly and the batteries are still okey.

  9. Check your doors or windows are unsecure due to break-ins or malfunctioning tooks or initiating, stay with friends or neighburs until the problem is fired.

  11. Immediately report to management—in writing, dated and signed—any needed repairs of locks, latches, dours, windows, smoke detectors, and alarm systems.

- detectors, and alarm systems.

  Immediately report to management—in writing, dated and signed—any malfunction of other ratiesy devices outside your apartment, such as broken gate bocks, burned-out lights in stairwells and parking lots, blocked passages, broken ratings, etc.

  13. Close curtains, blinds, and window shades at night.
- Mark or engrave your driver's license number or other identification on valuable personal property.

#### Personal Security—while outside your apartment

- Lock your doors while you're gone. Lock any door handle lock, keyed deadbolt lock, sliding door pin lock, sliding door handle latch, and
- sliding door but that you have.

  16. Leave a radio or TV playing softly while you're gone.

  17. Close and kitch your windows while you're gone, particularly when you're on vacation.
- you're on vacation. Tell your roommate or spouse where you're going and when you'll
- Don't walk alone at aight. Don't allow your (smily to do so

- Don't walk alone at aight, Don't allow your family to do so.
   Don't hide a key under the doormat or a nearby flowerpot. These are the first places a burglar will hook.
   Don't give entry keys, codes or electronic gate cards to anyone.
   Use lamp timers when you go out in the evening or go away on vacation. They can be purchased at most hardware strees.
   Let the manager and your friends know if you'll be game for an extended time. Ask your neighbors to watch your spartment since the management cannot assume that responsibility.
   While on vacation, temporarily stop your newspaper and mail
- While on vacation, temporarily stop your newspaper and mail delivery, or have your mail and newspaper picked up daily by a friend.
   Carry your door key in your hand, whether it is daylight or dark, when walking to your ceiry door. You are more vulnerable when looking for your keys at the door.

- PERSONAL SECURITY—WHILE USING YOUR CAR
  25. Lock your car doors while driving. Lock your car doors and roll up
  the windows when having your car parked.
  27. Don't have exposed items in your car, such as carectic lapes, wrapped

- Don't have exposed items in your car, such as cases the lapes, wrapped package, briefcases, or purses.
   Don't leave your keys in the car.
   Carry your key ring in your hand whenever you are walking to your car—whether it is daylight or dark and whether you are at home, retwool, work, or on vectation.
   Always park in a well-lighted area. If possible, try to park your car in an off-storet purking area rather than on the street.
   Check the backseat before getting into your car.
   Be careful when stopping at gas stations or automatic-teller machines at night—or anytime when you suspect danger.

### PERSONAL SECURITY AWARENESS

FERSIONAL SECURITY AWARENESS.
No security system is failedy. Even the best system can't prevent crime. Also set as if security systems don't exist there they are subject to malfunch tampering, and human error. We discittin any express or implied movemation security. The best aftery measures are the ones you perform as a matter of communication.

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- 36. MOVE-OUT NOTICE. Before moving out, you must give our expresentative advance written move-out notice as provided befow. Your move-out notice will not release you from liability for the full term of the Lease Contract or renewal term. You will still be liable for the entire Lease Contract term if you move out early (paragraph 2) except under the military clause (paragraph 2). YOUR MOVE-OUT NOTICE MUST COMPLY WITH EACH OP THE FOLLOWING:
  - We must reserve advance written notice of your move-out date. The advance notice must be at least the number of days of notice required in peragraph 3. Oral move-out notice will not be accepted and will not terminate your Lease Contract.
  - Your move-out notice must not terminate the Lease Contract at then the end of the Lease Contract term or renewal period.

YOUR NOTICE IS NOT ACCEPTABLE IF IT DOES NOT COMPLY WITH ALL OF THE ABOVE. Please use our written more-out form. You must obtain from our representative written acknowledgment that we received your move-out notice. If we terminate the Lease Contract, we must give you the same advance notice—uniters you are in default.

37. MOVE-OUT PROCEDURES. The move-out date can't be changed unless we and you both agree in writing. You wan't move out before the lease term or renewal period ends unless all rent for the entire lease term or renewal period is paid in full. Early move-out may result in refeatill charge. You're profibilized by law from applying any security depiction rent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must vacate the apartment before the

- 30-day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.
- 38. CLEANING. You must thoroughly deen the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, batconites, garages, carports, and storage rooms. You must follow move-out cleaning instructions of they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.
- 39. MOVE-OUT INSPECTION. You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or
- 49. SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES. may deduct aums from your security deposit for charges related to the following: your possible non-payment of rent, costs of water and sewer services provided, damage to the premises, damage or destruction of smake detectors or carbon monantial detectors, nonfulfillment of the rental period, any unpaid bills that become a lice against the demixed rental period, any unpaid this trait became a tiern against two demands properly due to your occupancy, coats of re-renting the premises after breach by you, including but not limited to any reasonable fees or commissions paid by the landlord to a licensed real estate broker to re-rent the premises, costs of ramoval and atorage of your property after a summary ejectment proceeding, count costs, or any fee authorized by N.C. GEN, STAT. § 42-46.

e1. DEPOSIT RETURN, SURRENDÉR, AND ABANDONMENT. If we can deterraine the full extent of our deductions from your security deposit; we'll mail you your security deposit refund (less lawful defuctions) and an iterrited accounting of any deduction to here than 30 days after termination of your tenancy under this Lease Contract and delivery of possession by you, unless statutes provide otherwise. If we cannot determine the full extent of our deductions from your security deposit within the aforementioned 30 day period, we'll mail you en interim iterrited accounting of our deductions from the deposit within 30 days after termination of your tenancy under this Lease Contract and delivery of possession by you, and we'll also mail your security deposit refund (less lawful deductions) and a final itemized accounting of any deductions no later than 60 days after termination of your tenancy under this Lease Contract and delivery of possession by you.

You have surrendered the apartment when: (1) the move-out date has

You have surrendered the spartment when: (1) the move-out date has passed and no one is living in the apartment in our reasonable judgment; or (2) all apartment keys and access devices listed in paragraph 3 have been turned in where rent is paid—whichever date occurs first.

You have abandoned the spartment when all of the following have occurred: (1) everyone appears to have moved out in our reasonable judgment: (2) clothes, furniture, and personal belongings have been substantially removed in our reasonable judgment; (3) you've been in default for non-payment of rent for 5 consecutive days or water, gas, or cleartic service for the apartment not connected in our name has been terminated; and (4) you've sor responded for 2 days to our notice left on the inside of the main entry door, saining that we consider the apartment abandoned. An apartment is also "abandoned" 18 days after the death of a sole resident.

Surrender, abandonment, and judicial eviction end your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and rolet the apartment, and determine any security deposit deductions. Surrender, abandonment, and judicial eviction effect orgonit densities. Surremont, approximately, and possess evaluate states and possess evaluate states and possess evaluate the property left in the apartment (paragraph 12), but do not affect our mitigation obligations (paragraph 31).

Signatures, Origin	nals and Attachments
42. ORIGINALS AND ATTACHMENTS. This Lease Contract has been executed in multiple originate, with original atgnatures—one for you and one or more for us Our rules and community policies, if any, will be attached to the Lease Contract and given to you at aligning. When an inventory and Condition form is completed, both you and we stould retain a copy. The forms thecked below are uttached to this Lease Contract and are binding even if not initialed or algred.	You are bigally bound by this document.  Read it carefully before signing.  Realdent or Realdents (off sign below)
Animei Addendum Inventory and Condition Form Motel Addendum Enclosed Grager Addendum Community Policies Addendum	RealiEbilory
Lease Commot Guaranty (	Owner or Owner's Representative (signing on behalf of corner)  [Andian Aliaka  Address and phone number of owner's representative for notice purposes
Lead Hazard Information and Disclasure Addendum (federal)  Utility Addendum	650 Loke Front Drive
Remote Control, Card or Code Access Gate Addendum	Raleigh, NC 27613
D Intrusion Alarm Addendum O Other MCDC Realon & Regge	(919) 781-6294
Other Bird Bug Addondum	Name and address of locator service (ij applicable)
	Date form is filled out (some as on top of page 1)11/20/2017
SPECIAL PROVISIONS (CONTINUED FROM PAGE 1) Notwithstan PARTIOS do not waive one rights of subrosstion the applicable utility addends attached to the	. Your ront, utility iss further described in Agreement) and most/trosh/ote, charges will
be combined in one mailing ("Resident CnoBill")	). These charges will be payable to Owner on
or before the date indicated on the Resident Of appear on each menthly statement. This fee is	nabill. A ront service for of 81.69 will
dong not include the billing fee for water, see	war or track billing. The rent service for may
be changed or increased at any time with a 30 c	day notice to Remidents. Fees for water, sewer
and trash billing are disclosed on the Water/We	
this Lease Contract has automatically renewed renewed resting of termination or intent to move-out will	
per 36.	OC THE PROPERTY OF THE PROPERTY AND THE PROPERTY OF THE
	<del></del>

Boll Partners Inc. Sandi Mileoy





## **Apartment Lease Contract**



D	te of Lease Contract. September 6,			This is a binding document. Read carefully before signing.
	(when the Lease Contract	s filled out)		
	A STATE OF THE PROPERTY OF THE PARTY OF THE	Moving In — C	ener	ral Information 82 48 12 12 12 12 12 12 12 12 12 12 12 12 12
1.	PARTIES. This Lease Contract (sometimes rel between yea, the resident(s) (list all people signing Dan L. Williams	erred to as the "lease") is the Lease Contract):		Prorated rent of 5 231.00 is due for the remainder of [check one].  Bistmonth or 2nd month, on Saptamber 25 , 2016.
				Otherwise, you must pay your rent on or before the 1st day of each mouth (thue date) with no grace period. Cash is unacceptable without our prior written
	DPR Westover, LLC	and us, the owner:		permission. You must not withheld or offset tent unless authorized by statute. We may, at our option, require at any time that you pay all rent and other sums in east, certified or cushier's cheek, money order or one menths.
	27513 (sip code) for use as a privaterms 'you' and 'your' refer to all residents listed about 'us," and 'our' refer to the owner listed about 15 cm.	(city), North Carolina, (city), North Carolina, the residence only. The above. The terms "we,"		the day of the month, you'll pay all reat on or before the day of the month, you'll pay a late charge of 5% of the rental payment or \$15.00, whichever is greater You'll also pay a charge of \$ 25_00 as previded by law for each returned check or rejected electronic payment. If you don't pay rent on time, you'll be delinquent and all remedies under this Lease Contract will be authorized. We'll also have all other remedies for such violation.
	successors' in interest or assigns). Written notice consiltates notice to or from us. If anyone else has a of this Lease Contract, a separate Lease Contract, a separate Lease Contract, a separate Lease Contract.	th or from our managers	••	UTILITIES. We'll pay for the following items, if checked and if permitted by law:    water
<b>L</b> .	OCCUPANTS. The apartment will be occupied other accupants not signing the Lease Contract):  No one clse may occupy the apartment. Persons no stay in the apartment for more than 2 consecutive written consent, and no more than twice that month.	of listed above must not		You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. You must not allow utilities to be disconnected-including disconnection for not paying your bills—until the lease term or renewal period ends. Cable channels that are provided may be changed during the lease term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-operated lighting. If any utilities are submetered for the apartment, or prorated by an allocation formula, we will attach an addendum to this Lease Contract in compliance with state agency rules or city ordinance.
3,	LEASE TERM. The initial term of the Lease  25th day of September, 2016  the 24th day of September  Contract will automatically renew month-to-me gives at least 60 days written notice of te move-out as required by paragraph 36. If the nu in, at least 30 days notice is required.	l and ends at midnight 2017 . This Lease of the unless either party emination or intent to		INSURANCE. We do not maintain insurance to cover your personal property or personal injury. We are not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and plpe leaks, hall, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism unless otherwise required by law.
L	SECURITY DEPOSIT: Unless modified by addeposit at the time of execution of this Lease Cor	denda, the total security		We urge you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like.
	the apartment is S 99.00 , due or Lease Contract is signed, to be administered in ac Carolina Tenant Security Deposit Act, N.C.G.S. §	or before the date this cordance with the North 42-50 et seq.		Additionally, you are [check one] & required to purchase personal liability insurance. If no box is checked, personal liability insurance is not required. If required, failure to maintain personal liability insurance is an incurable breach of
	in holding your security deposit, we will felreke Deposit the security deposit in a trust acco	upt with (name of bank		this Lease Contract and may result in the termination of tenuncy and eviction and/or any other remedies as provided by this Lease Contract or state law.
	or savings institution) Wells Forgo			You acknowledge that no portion of the rent pald by you under this agreement will be specifically allocated for the purchase of the owner's structural fire insurance, though the owner may use a portion of gross
	Or .			rental proceeds obtained from all rental units in the community to purchase such structural fire insurance, and in such an event, that you are in no way a co-insured under any such policy.
	Firmish a bond from (name of bonding comp  (address)	located at	9.	LOCKS AND LATCHES. Keyed lock(s) will be rekeyed after the prior resident moves out. The rekeying will be done either before you move in
		ddiadi- se interest.		or, if the apartment has a keyless deadbolt on each exterior door, within 10 days after you move in.
4	The security deposit may, in our discretion, be bearing account with the bank or savings instimate retain any interest carned upon the securithdraw such interest, if any, from such accounts permitted by the terms of the account.	tution named above. We cutity deposit and may at 45 it accrues as often as		You may at any time ask us to: (1) install one keyed deadbolt lock on an exterior door if it does not have one; (2) install a bar and/or sliding door pinlock on each sliding glass door; (3) install one keyless deadbolt on each exterior door; (4) install one doorviewer on each exterior door; and (5) change or rekey locks or latches during the lease term. We must comply with those requests, but you must pay for them.
	Your security deposit will be held and, upon terr be applied in the manner and for the purposes and 41 of this Lease Contract.	et torm in baragraphs so		What You Are Now Requesting. You now request the following to be installed at your expense (if one is not already installed), subject to any statutory restrictions on what you may request.
5.	KEYS AND FURNITURE. You will be providely(s), 2 mailbox key(s), and 0 for Your aparts.    Junushed or 20 unfurnished.	other access devices ment will be [check one]:		keyed deadbolt door viewer sliding door pintock  sliding door bar
6.	RENT AND CHARGES. Unless modified by	v addenda, unn will nav		Payment for Reboules Bonsin: The You must not for all analy or

See any additional special provisions.

11. REIMBURSEMENT. You must promptly reimburse us for loss, damage, REIMBURSEMENT. You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the apartment community due to violation of the Lease Contract or rules, improper use, or negligence by you or your guests or occupants. Unless the damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs, replacement costs, and damage to the following if occurring during the Lease Contract term or renewal period:(1) damage to doors, windows, or screens unless caused by other than your negligence; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment. We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver. in demanding sums you owe is not a waiver.

# 12. (A) EVICTION OR SUMMARY EJECTMENT AND PROPERTY LEFT IN THE APARTMENT.

in the event you violate any terms or conditions of this Lease Contract or fall to perform any promise, duty or obligation you have agreed to or imposed upon you by law, then we, in addition to all other rights and remedits provided by law, may, at our option and with or without notice to you, either (1) terminate this Lease Contract or (2) terminate your right to possession of the premises without terminating this Lease Contract.

Regardless of whether we terminate this Lease Contract or only terminate Regardless of whether we terminate this Lease Contract or only terminate your right of possession without terminating this Lease Contract, we shall be immediately entitled to possession of the premises and you shall peacefully surrender possession of the premises to us immediately upon our demand. In the event that you fail to surrender possession, we shall re-enter and re-take possession through a summary ejectment proceeding or expedited eviction proceeding as provided by North Carolina law. In the svent that we terminate this Lease Contract, all of our duties under this agreement shall terminate and we shall be entitled to collect from you all accused and unpaid rents, realized concessions, and damages arising under this Lease Contract. under this Lease Contract.

If we bring a suit against you for summary ejectment, the County sheriff may remove your personal property from the apartment within. I days from the time the sheriff receives the Writ of Possession. You must retake possession of your property if it is removed by the sheriff. If you do not do so, the sheriff may arrange for the storage of your property, and you will be liable for the costs of the proceedings and the storage of your

If the sheriff does not store your personal property removed from the spartment we may take possession of it and move it for storage purposes. In the event of an execution of a Writ of Possession against you, you agree that this sentence hereby constitutes our offer to release your personal property to you during our regular business hous for the seven calendarday period following the execution of a Writ of Possession. Seven days after being placed in lawful possession of your personal property by execution of the Writ of Possession, we may drow away, dispose of, or sell your property. If you request that we release your property to you during the seven day period, we must do so during our regular business hours. If we elect to sell your property, we must give you at least seven days notice prior to the sale, and we must release your property to you if you so request before the sale. If you do not aquest the release of your property within seven days, all costs of sumhary ejectment, execution and storage proceedings shall be charged to you as court costs and shall constitute a lien against the stored property.

In the event we terminate your right of possession without terminating

In the event we terminate your right of possession without terminating this Lease Contract, you shall remain liable for the full performance of all the covenants, and we shall use reasonable efforts to re-rent the premises on your behalf and you shall remain liable for any resulting costs, deficiencies or damages. Any such rentals reserved from re-renting shall be applied first to the cost of re-renting the premises and then to the rentals due under this Lease Contract. Re-entry shall not bar the right of

to entitle us to re-enter and/or terminate this Lease Contract for default, it shall not be deemed necessary to give notice of rent being due and unpaid or of other conditions broken or to make demands for rent, the execution of this Lease signed by you and us being sufficient notice of all terms of this Lease Contract including of the rent being due and demand for the same. We shall have all rights granted pursuant to N.C.G.S. §12-25.9 and §42-25.6.

#### (B) ABANDONED PROPERTY

If you abandon personal property with a value of \$750 or less from apartment or fail to remove such property at the time of execution of a Writ of Possession, we may, as an alternative to the procedures described above, deliver the property to a non-profit organization regularly providing free or inexpensive clothing or household furnishings to people in need, provided that such organization agrees to store the property separately for a thirty-day period, and to release it to you without charge during this thirty-day period. We will deem personal property to be abandoned if we find evidence clearly showing the apartment has been voluntarily vacated after the rental period has expired and we have no notice of a disability that caused the vacancy.

If the total value of the property left in the apartment at the time of execution of a Writ of Possession is loss than \$500, we may deem the property abandoned after five days and may throw away or dispose of the property.

- 13. PAILING TO PAY FIRST MONTH'S RENT If you don't pay the first month's rent when or before the Lease Contract begins, we may end your right of occupancy and recover damages, future rent, reletting charges, attorney's fees, court costs, and other lawful charges. This paragraph does not apply to termination of this Lease Contract 14 or more days before occupancy by Military Personnel under Paragraph 22.
- 14. RENT INCREASES AND LEASE CONTRACT CHANGES. No rent RENT INCREASES AND LEASE CONTRACT CHANGES. No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph 10, by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under paragraph 17. It, at least 5 days before the advance notice deadline referred to in paragraph 3, we give you written notice of rent increases or lease changes effective when the lease term or renewal period ends, this Lease Contract will automatically continue month-to-month with the increased rent or lease changes. The new modified Lease Contract will begin on the date stated in the notice (without necessity of your signature) unless you give us written move-out notice under paragraph 36. unless you give us written move-out notice under paragraph 36.
- 15. DELAY OF OCCUPANCY. If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. Termination notice must be in writing. After termination, you are extitled only to refund of deposit(s) and any rent paid. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, but not later.

- (1) If we give written notice to any of you when or after the initial term as set forth in Puragraph 3—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date—you may terminate the Lease Contract within 3 days of your receiving the notice, but not later.
- (3) If we give written notice to any of you before the initial term as set forth in Paragraph 3 and the notice states that construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease Contract within 7 days after any of you receives written notice, but not later. The readiness date is considered the new initial term as set forth in Paragraph 3 for all purposes. This new date may not be moved to an earlier date unless we and you agree.
- 16. DISCLOSURE RIGHTS. If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it.

While You're Living in the Apartment

17. COMMUNITY POLICIES OR RULES. You and all guests and COMMONNIX FOLICIES On NOMBO. The same an accommonly cocupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. We may make reasonable changes to assistant rules offsetture immediately. If they are distributed and

apartment community is prohibited—except that any lawful business conducted "at home" by computer mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes. We may regulate: (1) the use of potios, balconies, and parches; (2) the conduct of furniture movers and

- 19. PROHIBITED CONDUCT. You and your occupants or guests may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, counfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphermalia; engaging in or threatening violence; possessing a weapon polibited by state layer discharging a firearm in the apartment community; displaying or possessing a our, knife, or other weapon in the common area in a way discarging a gun, knife, or other weapon in the common area in a way that may alarm others; storing anything in doses having gus appliances; tempering with utilities or telecommunications; bringing hazardous materials into the spartment community.
- 20. PARKING. We may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. A vehicle is unauthorized or illegally parked in the apartment community if it
  - (1) has a flat tire or other condition rendering it imperable; or (2) is on jacks, blocks or has wheel(s) missing; br

  - (3) has no current license or no current inspect ion sticker: or
  - takes up more than one parking space; or
  - (5) belongs to a resident or occupant who has surrendered or abandaned the apartment; or
  - (6) is parked in a marked handicap space without the legally required handicap insignia; or

    (7) is paried in space marked for manager, stall, or guest at the office; or

    (8) blocks another vehicle from exiting; or

    (9) is parked in a fire lane or designated "no parking" area; or

    (10) is parked in a space marked for other resident(s) or unit(s); or

  - (11) is parized on the grass, sidewalk, or patio; or (12) blocks garbage trucks from access to a dumpster.
- 21. BELEASE OF RESIDENT. Unless you're entitled to terminate this Lease Contract under paragraphs 10, 15, 22, or 36, you won't be released from this Lease Contract for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of corestdents, loss of employment, bad health, or death.
- MILITARY PERSONNEL CLAUSE. You may terminate the Lease Contract if you enlist or are drafted or commissioned in the U.S. Armed Forces. You also may terminate the Lease Compact if:
  - you are (i) a member of the U.S. Armed Forces or reserves on active duty or (ii) a member of the National Guard called to active duty for more than 30 days in response to a national emergency declared by the President; and
  - you are either (i) given change-of-station orders to permanently depart the local area, (ii) deployed with a fullitary unit for 90 days or more, or (iii) relieved or released from active duty.

After you deliver to us your written termination notice, the Lease Contract will be terminated under this military clause 10 days after our receipt of the actice. You must furnish us a copy of your permanent change-of-station orders, call-up orders, or deployment orders or letter. Military permission for base housing doesn't constitute a permanent change-of-station order. After your move out, we'll return your security deposit, less lawful deductions. If you or any co-resident are a dependant of a servicemember covered by the U.S. Servicemembers Civil Relief Act, this Lease Contract may not be terminated under this paragraph without applying to a court and showing that your ability to comply with the Lease Contract is materially affected by reason of the servicemember's military service. A co-resident who is not your spouse or dependant cannot terminate under this military clause. If you terminate the Lease Contract 14 or more days before occupancy, so damages or penalties of any kind shall be due. any kind shall be due.

23. RESIDENT SAFETY AND PROPERTY LOSS. You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors and carbon monoadde detectors, keyed deadboit locks, keyless boiling devices, window latches, and other safety or security devices. You agree to make every effort to follow the Security Guidelines on page 6.

Smoke Detectors and Carbon Monoxide Detectors. We'll furnish smoke detectors and carbon monoxide detectors as required by statute, and we'll test them and provide working betteries, if applicable, when you first take possession. After that, you must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must periodically inspect the smoke detectors and carbon monoxide detectors to ensure their operability and immediately report smoke detectors and carbon monoxide detectors and carbon monoxide detectors. If you disable or damage the amoke detector and carbon monoxide detectors, or fail to replace a dead battery or report malfunctions to us,

Crime or Emergency. Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, or suspected criminal activity or other emergency involving imminent harm. You should then contact our representative. You won't treat any of our security measures as an express or implied warranty of security, or as a guarantee against crime or of reduced risk of crime. Unless otherwise provided by law, we're not liable to you or any guests of occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. We're not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security unless required by statute. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment. community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You must also furnish us with the lawenforcement agency's incident report number upon request.

24. CONDITION OF THE PREMISES AND ALTERATIONS. You'll be given an inventory and Condition form on a before moved. You must note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good worldng condition.

You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute or damaging or intering the common areas. Unless authorized by same or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise altur our property. No holes or stickers are allowed inside or outside the apartment. But we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You is permitted unless statuturily allowed or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which compiles with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our anowed by return law. You agree not to since damage, or tendor our property, including clarm systems, smake detectors and carbon monoxide detectors, furniture, telephone and cable TV wiring, screens, locks, and security devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment after that, you'll replace them at your expense with bulbs of the same type and waitage. Your improvements to the apartment (whether or not we content) become our surface. consent) become ours unless we agree otherwise in writing.

25. REQUESTS, REPAIRS, AND MALFUNCTIONS. IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS—IT MUST BE SIGNED AND IN WRITING TO OUR DESIGNATED REPRESENTATIVE (except in case of fire, stroke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, crime in progress, or imminently dangerous conditions as specifically defined by law). Our written notes on your arel request do not constitute a written request from you

Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; molfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water or similar work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are rarely emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs and

If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate this Lease Contract within a reasonable time by giving you written notice. If the Lease Contract is so terminated, we'll refund promited rent and all deposits, less lawful deductions.

26. ANIMALS. No animals (including mammals, reptiles, birds, fish, redents, ANIMALS. No animals (including mammals, reptiles, titels, jean, rotatis, and insects) are allowed, over temporarily, anywhere in the apartment or apartment community unless me've so authorized in writing. If we allow an animal, you must sign a separate onimal addendum, which may require additional deposits, rents, fees or other charges. This additional deposit is considered a part of the general security deposit. You must remove an illegal animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. We will authorize a support animal for a disabled (handicapped) notion. We may require a written statement a disabled (handicapped) person. We may require a written statement from a qualified professional verifying the need for the support animal. You must not feed stray or wild animals.

If when we army expect or commant violates animal restrictions (with or

for the purposes listed in (2) below. If nobody is in the apartment, such persons may enter percefully and at reasonable times by duplicate or master key (or by breaking a window or other means when necessary in emergendes) if:

written notice of the entry is left in a conspicuous place in the apartment immediately after the entry; and

spartment immediately after the entry; and

(2) entry is for: responding to your request making repairs or replacements; estimating repair or refurbishing costs; performing pest
control; doing preventive maintenance; changing filters; testing or
replacing smoke-detector batteries; retrieving unreturned tools,
equipment or appliances; preventing waste of utilities; leaving
notices; delivering, installing, reconnecting or replacing appliances,
furniture, equipment, or security devices; removing or rekeying
unauthorized security devices; stopping excessive noise; cutting off
electricity according to statute; retrieving property owned or leased
by former residents; inspecting when immediate danger to person or
property is reasonably suspected; allowing persons to enter as you
authorized in your rental application (if you die, are incarcerated,

etc.); allowing entry by a law officer with search or arrest warrant or in hot pursuit; showing apartment to prospective residents (after move-out or vacate notice has been given); or showing apartment to government inspectors for the limited purpose of determining housing and fire ordinance compliance by us and to lenders, appraisers, contractors, prospective buyers, or insurance agents.

28. MULTIPLE RESIDENTS OR OCCUPANTS. Each resident is jointly and severally liable for all lease obligations. If you or any guest or occupant violates the Lease Contract or roles, all residents are considered to have violated the Lease Contract. Our requests and notices to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant (including notices of lease termination, repair requests, and entry permissions) constitute notice from all residents. Security-deposit refunds and deduction itemizations of multiple residents will comply with paragraph 41.

### Replacements

- 29. REPLACEMENTS AND SUBLETTING. Replacing a resident, subletting, or assignment is allowed only when we consent in writing. If departing or remaining residents find a replacement resident acceptable to us before moving out and we expressly consent to the replacement. subjetting, or assignment, then:

- (1) a reletting charge toll not be due;
  (2) a reasonable administrative (paperwork) and/or transfer fee will be due if rekeying is requested or
- (3) the departing and remaining residents will remain liable for all Lease Contract obligations for the rest of the original Lease Contract term.

Procedures for Replacement. If we approve a replacement resident, then, at our option: (1) the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; or (2) the remaining and replacement residents must sign an entirely new Lease Contract. Unless we agree otherwise in writing, your security deposit will automatically transfer to the replacement resident as of the date we approve. The departing resident will no longer have a right of occupancy or security-deposit refund, but will remain liable for the remainder of the original Lease Contract term unless we agree otherwise in writing-even if a new Lease Contract is signed.

### Responsibilities of Owner and Resident

- 30. RESPONSIBILITIES OF OWNER. We'll act with customory diligence to:

- comply with the applicable building and lousing codes; make all repairs and do whatever is necessary to put and keep the premises in a fit and habitable condition; keep all common areas of the premises in safe condition
- maintain in good and safe worlding order and promptly repair all facilities and appliances supplied or required to be supplied by us;
- provide operable smoke detectors and replace or repair the smoke detectors within 15 days of receipt of your written notification to us.
- 31. DEFAULT BY RESIDENT. You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: (1) you don't pay rent or other amounts that you owe when due; (2) you do any guest or occupant violates the apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (3) you abandon the apartment; (4) you give incomfect or false answers in a rental application; (5) you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession. potential physical barm to a person, of involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; (6) any illegal drugs or paraphernalia are found in your apartment; (7) you or any guest or occupant engages in any of the prohibited conduct in Paregraph 19; or (8) you or any occupant, in bad faith, makes an invalid complaint to an official or employee of a utility company or the government.

Eviction. If you default, we may re-enter and re-take possession of the premises as provided in Paragraph 12 and may immediately institute proceedings for summary ejectment as proviled by law without notice or demand. Termination of your possession rights or subsequent reletting doesn't release you from liability for future rent or other lesse obligations. After filing a summary ejectment suit, we may still accept a partial payment of rent or a partial payment of rent or a partial payment of filing or acceptance doesn't waive or diminish our right of eviction, or any other contractual or statutory right. Accepting a partial payment of rent or a partial housing subsidy payment at any time doesn't waive your default of this Lease Contract; our right to damages; past or future rent or other sums; or to file an eviction or to continue with filed eviction proceedings; nor does our exercise of any of our rights in this Paragraph violate Chapter 75 of the N.C. General Statutes. 75 of the N.C. General Statutes.

Holdover. You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out soldee or our notice to variate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then: (1) holdover rent is due in advance on a daily basis and may become delinquent without a dice or demand; (2) rent for the holdover period will be increased by 25% over the then-existing rent, without notice; (3) you'll be liable to us for actual damages arising out of full term of the previously signed Lease Contract of a new resident who

can't occupy because of the holdover; and (4) at our option, we may extend the lease term—for up to one month from the date of notice of lease extension—by delivering written notice to you or your apartment while you continue to hold over.

Other Remedies. If your rent is delinquent and we give you 5 days' prior written notice, we may terminate electricity that we've furnished at our expense, unless governmental regulations on submetering or utility promition provide otherwise, or unless otherwise prohibited by law. We may report unpaid amounts to credit agencies. If you default and move out early, you will pay us any amounts stated to be rental discounts in paragraph 10, in addition to other sums due. Upon your default, we have all other legal remedies, including lease termination and summary ejectment under state statute. We may recover from you atturney's fees and all litigation costs to the extent permitted by law. In the event we file a summary ejectment lawsuit against you, we may also recover from you the highest one of the following fees (which shall be in addition to tate fees, attorney's fees, and any applicable court costs):

- (1) Complaint Filing Ree. If you are in default of this Lease Contract and if we file and serve a summary ejectment complaint or a and if we also serve a summary ejectment complaint or a complaint for money owed against you, and if we elect to dismiss the complaint after you cure the default, you shall owe Us a Complaint Filing Fee equal to \$15.00 or five percent (5%) of the monthly rent, whichever is higher. If the rent is subsidized by a government entity, the Complaint Filing Fee will be \$15.00 or 5% of your share of the monthly rent, whichever is higher.
- (2) Court Appearance Fee. In the event that (i) we file, serve, and prosecute successfully a summary ejectment complaint or complaint for money owed against you and (ii) a judgment is entered against you, and (iii) if you fail to appeal the judgment within the legally proscribed timeframe, you shall owe us—in lieu of the Complaint Filing Fee—a Court Appearance Fee equal to ten percent (10%) of the monthly rent. If the rent is subsidized by a government entity, the Court Appearance Fee will be 10% of your share of the monthly rent.
- (3) Second Trial Ree. In the event that (1) you appeal a judgment of a magistrate and (ii) we prove that you are in default of the lease at the new trial and (iii) we obtain a judgment against you at the new trial. you shall owe us—in lieu of the Complaint Filing Fee and Court Appearance Ree—a Second That Fee equal to twelve percent (12%) of the monthly rent. If the monthly rent is subsidized by a government entity, the Second That Ree will be 12% of your share of manthly rent.

Mitigation of Damages. If you move out early, you'll be subject to all remedies under North Carolina law, We'll exercise customary diligence to relet and minimize damages. We'll credit all subsequent tent that we actually receive from subsequent residents against your liability for pastdue and future rent and other sums due.

subordinate or superior to existing and future recorded mortgages, at lenders option. All Leuse Contract obligations must be performed in the county where the apartment is located.

All discretionary rights reserved for us within this Lease Contract or any accompanying addends are at our sole and absolute discretion.

Obligation to Vacate. Resident shall vacate the Premises and remove all of Resident's personal property therefrom at the expiration of the lease term without further notice or demand from Owner.

FORCE MAJEURE: If we are provented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond the control of the parties, then we shall be excused from any further performance of obligations and undertailings hereunder, to the full extent allowed under applicable law.

Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacute any and all lesses and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

33. PAYMENTS. At our option and without natife, we may apply money received (other than sale proceeds under paragraph 12, late fees under paragraph 6, or utility payments subject to governmental regulations) first

to any of your unpaid obligations, then to current rent-regardless of notations on checks or money orders and regardless of when the obligations grose. All sums other than rent are due upon our demand. After the due date, we do not have to accept the rent or any other

34. ASSOCIATION MEMBERSHIP. We represent that either: (1) we or;(2) the management company that represents us, is at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local apartment (multi-housing) associations for the area where the apartment is located.

### Security Guidelines for Residents

39. SECURITY GUIDELINES. In cooperation with the National Apartment Association, we'd like to give you some important safety guidelines. We recommend you follow the guidelines and use ediment sense in practicing safe conduct. Inform all other occupants in your dwelling, including any shiftlesses was near hour. Should these cuitedines. children you may have, about these guidelines

#### PERSONAL SECURITY—WHILE INSIDE YOUR APARTMENT

- Lock your doors and windows—even while you're inside.
  Engage the keyless deadholts on all doors while you're inside.
  When answering the door, see who is there by looking through a window or peephole. If you don't know the person, first talk with him or her without opening the door. Don dopen the door if you have anv doubts
- If children (who are old enough to take care of themselves) are left alone in your apartment, tell them to use the keyless deadbolt and refuse to let anyone inside while you are gone—regardless of whether the person is a stranger or an apartment indintenance or management
- Dun't put your name, address, or phone number on your key ring.
- Dun't put your name, address, or phone number on your key ring.
   If you're concerned because you've lost your key or because someone you distrust has a losy, ask the management to rekey the locks. You have a right to have that done, as long as you pay for the rekeying.
   Dial 911 for emergencies. If the 911 number does not operate in your area, keep phone numbers handy for the police, fire, and emergency medical services. If an emergency arises, call the appropriate governmental authorities first, then call the management.
   Check your smale detector and carbon or oncode detector monthly to make sure it is working properly and the batteries are still olary.
   Check your doorlocks, window latches, and other devices regularly to be sure they are working properly.

- to be sure they are working property.

  10. If your doors or windows are unsecure due to break-ins or malfunctioning lucks or latches, stay with friends or neighbors until the problem is fixed.
- immediately report to management—in writing, dated and signed—any needed repairs of locks, latches, doors, windows, smoke detectors, and alarm systems.
- 12. Immediately report to management—in writing, dated and signed—any malfunction of other safety devices or table your apartment, such as broken gate locks, burned-out lights in statewells and parking lots. blocked passages, broken railings, etc.

  13. Close curtains, blinds, and window shades at night.

  14. Mark or engrave your driver's license number or other identification
- on valuable personal property.

### PERSONAL SECURITY—WHILE OUTSIDE YOUR APARTMENT

- 15. Lock your doors while you're gone. Lock any door handle lock, keyed deadbolt lock, sliding door pin lock, silding door handle latch, and
- silding door bar that you have.

  16. Leave a radio or TV playing softly while you're gone.

  17. Close and latch your windows while you're gone, particularly when
- you're on vacation.

  18. Tell your roommate or spouse where you're going and when you'll be back.
- Don't walk alone at night. Don't allow your family to do so.
   Don't hide a key under the doormat or a nearby flowerpot. These are the first places a burglar will look.
  21. Don't give entry keys, codes or electronic gate cards to anyone.
- Use lamp times when you go out in the evening or go away on vacation. They can be purchased at most hardware stores.
- 23. Let the manager and your friends know if you'll be gone for an extended time. Ask your neighbors to watch your apartment since the management cannot assume that responsibility.
- 24. While on vacation, temporarily stop your newspaper and mail delivery, or have your med and newspaper picked up daily by a friend.

  25. Carry your door key in your hand, whether it is daylight or dark, when walking to your entry door. You are more vulnerable when lands for many hours of the door. You are more vulnerable when looking for your keys at the door.

#### PERSONAL SECURITY—WHILE USING YOUR CAR

- 26. Lock your car doors while driving. Lock your car doors and roll up
- the windows when Iraving your car paried.

  27. Don't leave exposed liens in your car, such as cassette tapes, wrapped packages, brieftages, or purses.
- 28. Don't leave your keys in the car
- Carry your key ring in your hand whenever you are walking to your car—whether it is daylight or dark and whether you are at home, school, work, or on vacation.
- Always park in a well-lighted area. If possible, try to park your car in an off-street parking area rather than on the street. Check the backseat before getting into your car.
- 31. Check the back
- Be careful when stopping at gas stations or automatic-teller machines at night—or anytime when you suspect danger

### PERSONAL SECURITY AWARENESS

No security system is failsafe. Even the best system can't prevent crime. Always not as if security systems don't exist since they are subject to malfunction, tampering, and human error. We disclaim any express or implied communities of security. The best safety measures are the ones you perform as a matter of common cence and habit.

### The state of the s

- 36. MOVE-OUT NOTICE. Before moving out, you must give our representative advance written move-out notice as provided below. Your move-out notice will not release you from liability for the full term of the Lease Contract or renewal term. You will still be liable for the entire Lease. Contract term if you move out early (paragraph 21) except under the military clause (paragraph 22). YOUR MOVE-OUT NOTICE MUST COMPLY WITH EACH OF THE FOLLOWING:
  - We must receive advance written notice of your move-out date. The advance notice must be at least the number of days of notice required in paragraph 3. Or all move-out notice will not be accepted and will not terminate your Lease Contract.
- 30-day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.
- CLEANING. You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, paties, belconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.
- 39. MOVE-OUT INSPECTION. You should meet with our representative for a move-out inspection. Our representative has no authority to bind or timit us regarding deductions for repairs, damages, or charges. Any

41. DEPOSIT RETURN, SURRENDER, AND ABANDONMENT. If we can determine the full extent of our deductions from your security deposit, we'll mail you your security deposit from your security deposit, we'll mail you your security deposit from your security deductions no later than 30 days after termination of your tenancy under this Lease Contract and delivery of possession by you, unless statutes provide otherwise. If we cannot determine the full extent of our deductions from your security deposit within the aforementioned 30 day parted, we'll mail you an interim itemized accounting of our deductions from the deposit within 30 days after termination of your tenancy under this Lease Contract and delivery of possession by you, and we'll also mail your security deposit refund (less lawful deductions) and a final itemized accounting of any deductions no later than 60 days after termination of your tenancy under this Lease Contract and delivery of possession by you.

You have surrendered the apartment when: (1) the move-out date has passed and no one is living in the apartment in our reasonable judgment; or (2) all apartment keys and access devices listed in paragraph 5 have been turned in where runt is paid—whichever date occurs first.

You have abandoned the apartment when all of the following have occurred: (1) everyone appears to have moved out in our reasonable judgment; (2) clothes, furniture, and personal belongings have been substantially removed in our reasonable judgment; (3) you've been in default for non-payment of rent for 5 consecutive days or water, gas, or electric service for the apartment not connected in our name has been terminated; and (4) you've not responded for 2 days to our notice left on the inside of the main entry door, stating that we consider the apartment abandoned. An apartment is also "abandoned" 10 days after the death of a sole resident.

Surrender, abandonment, and judicial eviction end your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the apartment, and determine any security deposit deductions. Surrender, abandonment, and judicial eviction affect your rights to property left in the apartment (paragraph 12), but do not affect our miligation obligations (paragraph 31).

Signatur	es, Originals and Attachments
42 ORIGINALS AND ATTACHMENTS. This sease Contract executed in multiple originals, with original signatures—one for us. Our rules and community policies, if an attached to the Lease Contract and given to you at signing. Inventory and Condition form is completed, both you and vetain a copy. The items checked below are attached to this Lease and are hinding even if not initialed or signed.  Animal Addendum Inventory and Condition Form Mold Addendum Community Policies Addendum Community Policies Addendum Lease Contract Guaranty (	You are legally bound by this document.  When an we should to Residents (all size before)  Begined by Dan L. Williams  Resident or Residents (all size before)  Signed by Dan L. Williams  am Exp 12 11/15/6/11 as the rate  Address and phone number of owner's representative for notice purposes  Address and phone number of owner's representative for notice purposes  1000 Heathermoor Lane  Cary, NC 27513
☐ Intrusion Alarm Addendum ☐ Other	(919) 677–7887
Other	Name and address of locator service (if applicable)
;	
	Date form is filled out (same as an lap of page 1)09/06/2016
SPECIAL PROVISIONS (CONTINUED FROM PAGE 2)	

### **Apartment Lease Contract**



March 1, 2018 (when the Lease Contract is filled out) Date of Lease Contract: This is a binding document. Read carefully before signing. Moving In - General Information FARTIES. This Lease Contract (sometimes referred to as the Tease") is between you, the resident(s) (list all people signing the Lease Contract);

Don. Hilliams Prorated rent of S is due for the remainder of Jehrekour! 20 1st menth or 2 2nd menth, on Otherwise, you must pay your rent on or before the led day of each month (the date) with no grace pared. Cash is unacceptable without our prior willen permission. You must not withhold or offset rent unless expressly authorized by statute. We may, at our option, require at any time that you pay all rent and us, the owner: Hudson Capital Weston LLC statute. We may, at our option, require at any time that you pay all rent and other sums in each, certified or cashier's check, money order, or one monthly check rather than multiple checks. At our discretion, we may convert any and all checks via the Automated Clearing House (ACH) system for the purposes of cullecting payment. If you don't pay all rent on or before the \_\_5\_ day of the month, you'll pay a late charge of 5% of the rental payment or \$15.00, whichever is greater. You'll also pay a charge of \$25.00\_ as provided by law for each returned check or rejected electronic payment. If you don't pay rent on time, you'll be delinquent and all remedies under this Lease Contract will be authorized. We'll also have all other remedies for such violation. (name of aportment community or title holder), You've agreed to rent Apartment No. 2114 \_\_\_\_\_at 1114 Millhous Dr. (street address) in Cary (city), North Carolina,
27513 (sip code) for use as a private residence only. The
terms you and your refer to all residents listed above. The terms 've,
'es,' and 'our' refer to the owner bated above (or any of owner's
successors' in interest or assigne). Written or electronic notice to or from our managers constitutes notice to or from us. If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract Guaranty for each guaranter is attached. UTILITIES. We'll pay for the following items, if checked and if permitted by law: O gas Ocible TV Oother\_\_\_\_\_ Dwastewater Dtrash OCCUPANTS. The apartment will be occupied only by you and (list all other occupants not signing the Lease Contract): You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. You must not allow utilities to be disconnected services on such untitles. You must not allow utilities to be disconnected including disconnection for not paying your billis—until the lease term or renewal period ends. Cable channels that are provided may be changed during the lease term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted, if your electricity is ever interrupted, you must use only battery-operated lighting. If any utilities are submetered for the apartment, or prorubed by an allocation formula, we will attach an addendum to this Lease Contract in compliance with state agency rules or city ordinance. No one else may occupy the apartment. Persons not listed above must not stay in the apartment for more than 2 consecutive days without our prior written consent, and no more than twice that many days in any one LEASE TERM. The initial term of the Lease Contract begins on the Let day of March 2018, and ends at midnight the 28th day of February 2019.

This Lease Contract will automatically renew month-to-month unless either party gives at least 60 days written notice of termination or intent to move-out as required by paragraph 35 (Move-Out Notice). INSURANCE. We do not maintain insurance to cover your personal property or pursonal injury. We are not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) line, smoke, rain, flood, water and pipe leaks, had, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandaham unless otherwise required by law. We urge you to get your own insurance for losses to your personal property or injuries due to their, fire, water damage, pipe leaks and the like. Additionally, you are [check one] 22 required to purchase personal liability In holding your security deposit, we will [check one] insurance of not required to purchase personal liability insurance. If no box is checked, personal liability insurance is not required. If required, failure to maintain personal liability insurance throughout your tenancy, including any renewal periods and/or lease extensions, as an incumble breach of this lease Contract and may result in the termination of tenancy and evention and/or any other remedies as provided by this lease Deposit the security deposit in a trust account with (name of bank or savings institution) Wells Fargo Bank N.A. incuted at (address) 300 N. Greene St. Greeneboro, NC 27501 Contract or state law. You acknowledge that no portion of the rent paid by you under this agreement will be specifically allocated for the purchase of the owner's structural fire insurance, though the owner may use a portion of gross rental proceeds obtained from all rental units in the community to purchase such structural fire insurance, and in such an event, that you are in no way a co-insured under any such policy. Furnish a bond from (name of bonding company) located at (address) The security deposit may, in our discretion, be deposited in an interest-bearing account with the bank or savings institution named above. We may retain any interest earned upon the security deposit and may withdraw such interest, if any, from such account as it accruses as often as is permitted by the terms of the account.

LOCKS AND LATCHES. Keyed (ocks) will be rekeyed after the pnor resident moves out. The rekeying will be done before you move into your

You may at any time ask us to change or rekey locks or latches during the Lease Term. We must comply with those requests, but you must pay for them, unless otherwise provided by law.

Payment for Rekeying, Repairs, Etc. You must pay for all repairs or replacements arising from misuse or damage to devices by you or your occupants, or guests during your occupancy. You may be required to pay in advance if we notify you within a reasonable time after your request that you are more than 30 days definquent in mimbursing us for repairing or replacing a device which was misused or damaged by you, your guest as necessarily in if only have required that we measure the change or other or an occupant; or if you have requested that we repair or change or rekey the same device during the 30 days preceding your request and we have compiled with your request. Otherwise, you must pay immediately after the work is completed.



Your security deposit will be held and, upon termination of your tenancy, be applied in the manner and for the purposes set forth in paragraphs 39 (Security Deposit Deductions and Other Charges) and 40 (Deposit Return, Surrender, and Abandonment) of this Leave Contract.

5. KEYS AND FURNITURE. You will be provided 1 apartment key(s), and 1 other access devices for gate card. Your apartment will be lehek one!:

RENT AND CHARGES. Unless modified by addenda, you will pay \$\_1195.00 per month for rent, payable in advance and without

🗷 at the on-site manager's office, or A at our enline payment site, or That wave, beilresidents.com 10. SPECIAL PROVISIONS. The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease Contract and will supersede any conflicting provisions of this printed lease form.

See special provisions on the last page

See any additional special provisions.

- 11. REIMBURSEMENT. You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the apartment community due to violation of the Lease Contract or rules, improper use, or negligence by you or your guests or occupants. Unless the damage or wastewater stoppage is due to our negligence, we're not illable for—and you must pay for—repairs, replacement costs, and damage to the following that result from your or your invitees, guests, or occupants' negligence intentional acts (1) damage to doors, windows, or screens (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment. We may require payment at any time, including odvance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.
- 12. (A) EVICTION OR SUMMARY EJECTMENT AND PROPERTY LEFT IN THE APARTMENT.

in the event you wolate any terms or conditions of this Lease Contract or fail to perform any prombe, duty or obligation you have agreed to or imposed upon you by law, then we, in addition to all other rights and emedies provided by law, may, at our option and with or without notice to you, either (1) terminate this Lease Contract or (2) terminate your right to possession of the premises without terminating this Lease Contract.

Regardless of whether we terminate this Lease Contract or only terminate your right of possession without terminating this Lease Contract, we shall be immediately entitled to possession of the premises and you shall peacefully surrender possession of the premises and you shall peacefully surrender possession of the premises to us immediately upon our demand. In the event that you fail to surrender possession, we shall re-enter and re-take possession through a summary ejectment proceeding or expedited eviction proceeding as provided by North Carolina law, in the event that we terminate this Lease Contract, all of our duties under this agreement shall terminate and we shall be entitled to collect from you all accrued and unpaid rents, realized otnectsions, and damages arising under this Lease Contract.

If we bring a sult against you for summary ejectment, the County sheriff may remove your personal property from the apartment within 7 days from the time the sheriff receives the Writ of Possession. You must retake possession of your property If it is removed by the sheriff. If you do not do so, the sheriff may arrange for the storage of your property, and you will be liable for the costs of the proceedings and the storage of your property. property.

property.

If the sheriff does not store your personal property removed from the apartment, we may take possession of it and move it for storage purposes. In the event of an execution of a Writ of Possession against you, you agree that this sentence hereby constitutes our offer to release your pursonal property by you during our regular business hours for the soven calendarday period following the execution of a Writ of Possession. Seven days after being placed in lawful possession of your personal property by execution of the Writ of Possession, we may throw away, dispose of, or sell your property. If you request that we release your property to you during the seven day period, we must do so during our regular business hours. If we elect to sell your property, we must give you at frest seven days notice prior to the sale, and we must release your property to you if you so request before the sale. If you do not request the release of your property within sown days, all costs of summary ejectment, execution property within sourn days, all costs of summary ejectment, execution and storage proceedings shall be charged to you as court costs and shall constitute a lien against the stored property.

In the event we terminate your right of possession without terminating this Lease Contract, you shall remain liable for the full performance of all the covenants, and we shall use reasonable of forts to re-rent the premises on your behalf and you shall remain liable for any resulting costs, deficiencies or damages. Any such centals reserved from resenting shall be applied first to the cost of re-renting the premises and then to the rentals due under this Lease Contract. Re-entry shall not bur the right of reserved front or described and the rentals due under this Lease Contract. Re-entry shall not bur the right of recovery of rent or damages for breach of covenants, nor shall the partial

receipt of rent after conditions broken be deemed a waiver of forfeiture, as provided by N.C.G.S. In order to entitle us to re-enter and/or terminate this Lease Contract for default, it shall not be deemed necessary to give notice of rent being due and unpaid or of other conditions broken or to make demands for rent, the execution of this Lease signed by you and us being pufficient notice of all terms of this Lease Contract including of the rent being due and demand for the same. We shall have all rights granted pursuant to N.C.G.S. \$42-25.9 and \$42-25.6.

#### (B) ABANDONED PROPERTY

If you abandon personal property with a value of \$750 or less from apartment or fall to remove such property at the time of execution of a Whit of Possession, we may, an analternative to the procedures described above, deliver the property to a non-profit organization regularly providing free or inexpensive clothing or household furnishings to people in need, provided that such organization agrees to stone the property separately for a thirty-day period, and to release it to you without charge during this thirty-day period. We will deem personal property to be abandoned if we find evidence clearly showing the apartment has been voluntarily weated after the rental period has expired and we have no notice of a disability that caused the vacancy.

If the total value of the property left in the apartment at the time of execution of a Wint of Poissession is less than \$500, we may deem the roperty abandoned after five days and may throw o

- 13. FAILING TO PAY FIRST MONTH'S RENT. If you don't pay the first month's entit when or before the Lease Contract begins, we may end your right of occupancy and recover damages, future rent, reletting charges, attorney's fees, court costs, and other lawful charges. This paragraph does not apply to termination of this Lease Contract 14 or more days before occupancy by Military Personnel under paragraph 22.
- 14. RENT INCREASES AND LEASE CONTRACT CHANGES. No retil RENT INCREASES AND LEASE CONTRACT CHANGES. No rent increases ar Lease Contract changes are allowed before the initial Lease Contract erm ends, except for changes allowed by any special provisions in paragraph 10 (Special Provisions), by a written addendum or ameniment signed by you and us, or by reasonable changes of apartment rules altowed under paragraph 17 (Community Politices or Rules). If, at least 5 days before the advance notice deadline referred to in paragraph 3 (Lease Term), we give you written notice of rent increases or lease changes effective when the lease term or renewal period ends, the Lease Contract will automatically continue month-to-month with the increased rent or lease changes. The new modified Lease Contract will begin on the date stated in the notice (without necessity of your signature) unless you give us written move-out notice under paragraph 35 (Move-Qui Notice).
- 15. DELAY OF OCCUPANCY. If occupancy is or will be delayed for DELAY OF OCCUPANCY. If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay. The Lease Contract will remain in force subject to: (1) abatement of rent on a deily basis during delay; and (2) your right to terminate as set forth below. Termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that don't provent you from occurrent the apartment. occupying live aparti

If there is a delay and we haven't given notice of delay as set forth Immediately below, you may terminate up to the date when the apartment is ready for occupancy, but not later.

- to ready for occupancy, but not later.

  (1) If we give written notice to any of you when or after the initial term as set forth in paragraph 3 (Loase Term)—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date—you may terminate the Lease Contract within 3 days of your receiving the notice, but not later.

  (2) If we give written notice to any of you before the initial term as set forth in paragraph 3 (Lease Term) and the notice states that construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease Contract within 7 days after any of you receives written notice, but not later. The readiness date is considered the new initial term as set forth in paragraph 3 (Lease Term) for all purposes. This new date may not be moved to an earlier date unless we and you agree.
- DISCLUSURE RIGHTS. If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it.

### While You're Living in the Apartment

- 17. COMMUNITY POLICIES OR RULES. You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Leave Contract. We may make reasonable changes to written rules, effective immediately, if they are distributed and applicable to all units in the apartment community and do not change dollar amounts on page 1 of this Lease Centract.
- 18. LIMITATIONS ON CONDUCT. The apartment and other areas reserved for your private use must be kept clean. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. Any swimming pools, stunua, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in all common areas. You with apartment are prohibited. In all common areas. You, your occupants, or guests may not anywhere in the apartment community: use candles or use kerosene latings or kerosene heaters without our prior written approval; cook on baleonies or outside; or solicit business or contributions. Conducting any kind of

business (including child care services) in your apartment or in the apartment community is prohibited—except that any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, gattents, or other business associates do not come to your apartment for business purposes. We may regulate (1) the use of pation, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas. You'll be liable to us for damage caused by you or any guests or occupants.

We may exclude from the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbons, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of appreciation contributes. a specific resident in the community.

You agree to notify us if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us if you or any

occupant registers as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not walve our right to evict you.

- 19. FROHIBITED CONDUCT. You and your occupants or guests may not engage in the following activities: behaving in a loud or obnazious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apariment community; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphermalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others; storing anything in closets having gas appliances; tempering with utilities or telecommunications; bringing hazardous materials into the apartment community.
- 20. PARKING. We may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, beats, trailers, and recreational vehicles by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. A vehicle is unauthorized or illegally parked in the apartment community if it:

  - (1) has a flat tire or other condition rendering it inoperable; or
    (2) is on jacks, blocks or has wheel(s) missing; or
    (3) has no current license or no current inspection sticker; or
    (4) takes up more than one parking space; or
    (5) belongs to a resident or occupant who has surrendered or abandoned the apartment; or
    (6) is parted in a marked handicap space without the legally required handican insignity or
  - (6) is parked in a marked handicap space without the trigany required handicap insignle; or
    (7) is parked in space marked for manager, stall, or guest at the office; or
    (8) blacks another vehicle from eniting; or
    (9) is parked in a fire lane or designated "no parking" area; or
    (10) is parked in a space marked for other resident(s) or unit(s); or
    (11) is parked on the grass, sidewalk, or patio; or
    (12) blocks garbage trucks from access to a dumpster; or
    (13) belongs to a resident and is parked in a visitor or retail parking space.
- 21. RELEASE OF RESIDENT. Unless you're entitled to term tenancy under paragraphs 10 (Special Previsions), 15 (Delay of Occupancy), 22 (Military Personnel Clause), or 35 (Move-Out Netice), you want be reteased from this Lease Contract for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary in arriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.
- 22. MILITARY PERSONNEL CLAUSE. You may terminate your tenancy if you entist or are drafted or commissioned in the U.S. Armed Forces. You also may terminate your tenancy if:
  - (1) you are (i) a member of the U.S. Armod Forces or reserves on active duty or (ii) a member of the National Guard called to active duty for more than 30 days in response to a national emergency declared by the President; and
  - you are either (i) given change-of-station orders to permanently depart the local area, (ii) deployed with a military unit for 90 days or more, or (iii) relieved or released from active duty.

more, or (iii) relieved or released from active duty.

After you deliver to us your written termination notice, your tenancy will be terminated under this military clause 30 days after our receipt of the notice. You must furnish us a copy of your permanent change-of-station orders, call-up orders, or deployment orders or letter. Military permission for base housing doesn't constitute a permanent change-of-station order. After your move out, we'll return your security deposit, less lawful deductions. If you or any co-resident are a dependent of a servicementher covered by the U.S. Servicementhers Civil Relief Act, your tenancy may not be terminated under this paragraph without applying to a court and showing that your ability to comply with the Lease Contract is materially affected by reason of the servicementher's military service. A co-resident who is not your secures or dependent cannot terminate under this military who is not your secures or dependent cannot terminate under this military. affected by reason of the servicemember's military service. A co-resident who is not your spouse or dependent cannot terminate under this military clause. If you terminate your tenancy 16 or more days before occupancy, no damages or pendities of any kind shall be due.

23. RESIDENT SAFETY AND PROPERTY LOSS. You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smake detectors and carbon monoxide detectors, keyed deadboll locks, keyless bolling devices, window latches. and access control devices.

Smoke Detectors and Carbon Monoxide Detectors. We'll (urnish smake detectors and carbon monoxide detectors as required by statute, and we'll test them and provide working batteries. If applicable, when you first take possession. After that, you must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must periodically inspect the smoke detectors and carbon monoxide detectors to ensure their operability and immediately report smoke detector and carbon monaxide detector malfunctions to us. Neither you nor others may disable smoke detectors and carbon monoxide detectors. If you disable or damage the snoke detector and carbon monoxide detectors, or fall to replace a dead battery or report malfunctions to us, you may be liable to us and others for any loss, damage, or fines from fire,

Causalty Loss. We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, inclinating out not immed or tret, smoot, rain, tood, water and pipe tasks, bail, for, smoot, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law. Ouring freezing weather, you must ensure that the temperature in the apartment is sufficient to make sure that the pipes do not freeze (we suggest at least 50 degrees). If the pipes freeze or any other damage is caused by your failure to properly maintain the heat in your apartment, you'll be liable for damage to our and other's property. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us and hold us harmless from all liability for those services.

indemnify us and hold us harmless from all liability for those services. Crime or Entergency. Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, ampke, or suspected criminal activity or other emergency involving imminent harm. You should then contact our representative. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by estiminal conduct of other persons, including their, burglary, aspault, vandalism, or other crimes. We're not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security, If we provide any access control devices or security measures upon the property, they are not a guarantee to prevent crime or to reduce the risk of crime on the property. You agove that no access control or security measures as a warranty or guarantee of any kind. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You must also furnish us with the law-enforcement agency's incident report number upon request. number upon request.

24. CONDITION OF THE PREMISES AND ALTERATIONS. You'll be given an Inventory and Condition form on or before move-in. You must note on the form all defects or durings and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

working condition.

You must use customary diligence in maintaining the apartment and not damaging or libering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, pointing, wallapapering, carpeting, electrical changes, or otherwise after our property. No holes or stickers are allowed inside or outside the apartment. But we'll permit a reasonable number of small null holes for hanging pictures on shectrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, clarm systems, or lock changes, additional phone error to the property install a satellite dish or antenna provided you sign our satellite dish or antenna lesse addendum which complies with reasonable restrictions allowed by federal law. You agree nut to after, demage, or remove our property, including alarm systems, smoke detectors and carbon monoxide detectors, furniture, telephone and cable TV wiring, screens, locks, and access control devices. When you move in, we'll supply light bulbs for fatures we furnish, including extertor fixtures use furniture, including extertor fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

23. REQUESTS, REPAIRS, AND MALFUNCTIONS. IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS—IT MUST BE SUBMITTED THROUGH EITHER THE ONLINE RESIDENT/MAINTENANCE PORTAL, OR SIGNED AND IN WRITING AND DELIVERED TO OUR DESIGNATED REPRESENTATIVE (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, crime in progress, or imminently dangerous conditions as specifically defined by law). Our written notes on your oral request do not constitute a written request from you.

not constitute a written request from you.

Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written nation under this Lesse Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or Intehes; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may hum off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are rarely emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs and reconnections.

If we believe that fire or catostrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate your tenancy within a reasonable time by giving you written notion. If your tenancy is so terminated, we'll refund prorated rent and all deposits, less lawful deductions.

ANIMALS. No animals (including mammals, reptiles, birds, fish, radents, and insects) are allowed, even temporarily, suyushare in the apartment or apartment community unless are one on the mineral in writing. If we allow an animal, you must sign a separate animal addendum, which may require additional deposits, cents, less or other charges. This additional deposits to considered a part of the general security deposit. You must remove an unauthorized animal within 24 hours of notice from us, or you will be considered in default of this Lesse Contract. We will authorize support and/or service animals for you, your guests, and occupants pursuant to the parameters and guidelines established by the Fair Housing Act and the HUD regulatory guidelines. We may require a written statement from a qualified professional verifying the need for the support and/or service animal. You must not feed stray or wild animals.

If you or any guest or occupant violates enimal contact.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. You shall remove any pet previously permitted under this Lease Contract and the Animal

Addendum within 24 hours of written notification from us that the get, in our sole judgment, creates a nuisance or disturbance or is, in our opinion, undesirable. If an animal has been in the apartment at any time during your term of occupancy (with or without our content), we'll charge you for defleaing, deedorizing, and shampooing, Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules

- 27. WHEN WE MAY ENTER. If you or any guest or occupant is present, when we man terrier. If you or any guest or occupant is present, then repairers, servicers, contractions, our representatives or other persons listed in (2) below may peacefully enter the apartment at reasonable times for the purposes listed in (2) below. If nobody is in the apartment, such persons may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means when necessary in emergencies) (l:

  - written notice of the entry is left in a conspicuous place in the apartment immediately after the entry; and
     entry is for; responding to your request; making repairs or re-placements; estimating repair or rehubshing costs; performing post control; doing preventive maintenance; changing lithes; testing replacing smake-detector batteries; retrieving unreturned tools, equipment, or appliances; preventing waste of utilities; leaving notices; delivering, installing, reconnecting, or replacing appliances,

furniture, equipment, or access control devices; removing or rekeying furniture, equipment, or access control devices; removing or rekeying unauthorized access control devices; stopping excessive noise; cutting of lockricity according to statule; returning property owned or leased by former residents; inspecting when immediate danger to person or property is reasonably suspected; allowing persons to enter or your authorized in your rental application (if you die, are incarrented, etc.); allowing entry by a law officer with search or arrest warrant or in hot pursuit; showing apartment to prospective residents (after move-out or vacule notice has been given); or showing apartment to government inspectors for the limited purpose of determining housing and fire ordinance compliance by us and to leadure, appraisers, contractors, prospective buyers, or insurance seems.

28. MULTIPLE RESIDENTS OR OCCUPANTS. Each resident is jointly and severally liable for all lease obligations. If you or any guest or occupant violates the Lease Contract or rules, all residents are considered occupant violates the Leuse Contract or rules, all residents are considered to have violated the Lease Contract. Our requests and notices to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant (including notices of ternancy terminalion, repair requests, and entry permissions) constitute notice from all residents. Security-deposit refunds and deduction itemizations of multiple residents will comply with paragraph 40 (Deposit Return, Surrender, and Abandunment).

#### Replacements 41

- 29. REPLACEMENTS AND SUBLETTING. Replacing a resident, subletting, or assignment is allowed only when we consent in writing. If departing or remaining residents find a replacement resident acceptable to us before moving out and we expressly consent to the replacement, subjecting, or assignment, then:

  - (1) a reletting charge will not be due; (2) a reasonable administrative [paperwork] and/or transfer fee will be due, and a releying fee will be due if releying is requested or required: and
  - requires and remaining residents will remain liable for all Lease Contract obligations for the rest of the original Lease Contract term. (3)

Procedures for Replacement. If we approve a replacement resident, Procedures for Replacement. If we approve a replacement resident, then, at our option: (i) the replacement resident must sign this Leave Contract with or without an increase in the total security deposit; or (2) the remaining and replacement residents must sign an extirely new Lease Contract. Unless we agree otherwise in writing, your security deposit will automate ally transfer to the replacement resident as of the date we approve. The departing resident will no longer have a right of occupancy or security-deposit refund, but will remain liable for the remainder of the ongraal Leave Contract term unless we agree otherwise in writing—even if a new Leave Contract term. if a new Lease Contract is signed.

### Responsibilities of Owner and Resident

- 30. RESPONSIBILITIES OF OWNER. We'll act with customary diligence

  - comply with the applicable building and housing codes;
     make all repairs and do whatever is necessary to put and keep the premises in a fit and habitable condition;

  - premises in a fit and nationance community keep all common areas of the primises in safe condition; maintain in good and safe working order and premptly repair all facilities and appliances supplied or required to be supplied by us;
  - provide operable smake detectors and replace or repair the smoke detectors within 15 days of receipt of your written notification to us.
- detectors within 15 days of receipt of your written notification to us.

  31. DEFAULT BY RESIDENT. You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: (1) you don't pay rent or other amounts that you owe when due; (2) you or any guest or occupant violates the apartment rules, or fire, safety, health, or or diminal laws, regardless of whether or where arrest or conviction occups; (3) you abandon the apartment [4] you give incorrect or false, answers in a rental application; (5) you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalla under state statute; (6) any illegal drugs or paraphernalla are found in your apartment; (7) you or any guest or occupant engages in any of the prohibited conduct in paragraph 19 (Prohibited Conduct); or (6) you or any occupant, in bad faith, makes an invalid complaint to an official or employee of a utility company or the government.

  Eviction. If you default, we may resenter and restate prosession of the

Eviction. If you default, we may re-enter and re-take possession of the premises as provided in paragraph 12 (Eviction or Summary Ejectment and Property Left in the Apartment) and may immediately institute proceedings for summary ejectment as provided by law without notice or demand. Termination of your possession rights or subsequent relecting doesn't release you from liability for future rent or other lease obligations. After filling a summary ejectment suit, we may still except a partial doesn't release you from liability for future rent or other lease obligations. After filing a summary ejectment suit, we may still accept a partial payment of runt or a partial housing subsidy payment; the filing or acceptance doesn't waive or diminish our right of eviction, or any other contractual or statutory right. Accepting a partial payment of rent or a partial housing subsidy payment at any time doesn't waive your default of this Lease Contract; our right to damages; past or future rent or other same; or to file an eviction or to continue with field eviction proceedings; nor does our exercise of any of our rights in this Paragraph violate Chapter 75 of the N.C. General Statutes.

Holdover. You are NAL Caronal statutes.

Holdover. You or any occupant, movince, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then: (1) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand; (2) cent for the holdover period will be increased by 25% over the them-custing rent, without notice; (3) you'll be liable to us for actual damages arising out of full term of the previously signed Lease Contract of a new resident who can't occupy because of the holdover; and (4) at our option, we may extend the lease term-for up to one month from the date of notice of lease extension—by delivering written notice to you or your apartment while you continue to hold over.

Other Remedies. If your rent is delinquent and we give you 5 days' prior written notice, we may terminate electricity that we've furnished at our expense, unless governmental regulations on submetaining or unlity proration provide otherwise, or unless otherwise prohibited by law. We may report unpaid amounts to credit agencies. If you default and move out early, you will pay us any amounts stated to be rental discounts in paragraph 10 (Special Provisions), in addition to other sums due. Upon your default, we have all other legal remedies, including lease termination and summary ejectment under state statute. We may recover from you attorney's fees and all litigation costs to the extent permitted by law. In the event we file a summary ejectment lawsuit against you, we may also recover from you the highest one of the following fees (which shall be in addition to late fees, attorney's fees, and any applicable court costs):

- (1) Complaint Filing Fee. If you are in default of this Leave Contract Complaint Painig Fee. It you are in default of this Leave Contract and if we file and serve a summary ejectment complaint or a complaint for money owed against you, and if we cleet to dismiss the complaint after you cure the default, you shall nove Us a Complaint Filing Fee equal to \$15.00 or five percent (5%) of the monthly you, whichever is higher. If the remt is subsidized by a government entity, the Complaint Filing Fee will be \$15.00 or 5% of your share of the monthly rent, whichever is higher.
- (2) Court Appearance Fee. In the event that (i) we file, serve, and prosecute successfully a summary ejectment complaint or complaint for money owed against you and (ii) a judgment is entered against you, you shall owe us—in lieu of the Complaint Filing Fee—a Court Appearance Fee equal to ten percent (10%) of the monthly rent. If the rent is subsidized by a government entity, the Court Appearance Fee will be 10% of your share of the monthly rent.
- Second Trial fee. In the event that (i) you appeat a judgment of a magistrate and (ii) we prove that you are in default of the lease at the new trial and (iii) we obtain a judgment against you at the new trial, you shall owe us—in lieu of the Complaint Plang Fee and Court Appearance Fee—a Second Trial Fee equal to twelve percent (12%) of the mouthly rent. If the monthly rent is subsidized by a government entity, the Second Trial Fee will be 12% of your share of monthly rent.

Miligation of Damages. If you move out early, you'll be subject to all remedies under North Carolina law. We'll exercise customary diligence to relet and minimize damages. We'll credit all subsequent rent that we actually receive from subsequent residents against your liability for past-due and future rent and other sums due.

Lease Renewal When A Breach or Default Has Occurred. In the event bease where we when a constitute bease prior to the expiration of this Lease and you breach or otherwise commit a default under this Lease, We may, at our sole and absolute discretion, terminate the subsequent Lease, even if the subsequent Lease term has yet to commence. We may terminate said subsequent Lease by tending you written notice of our desire to terminate said subsequent Lease by tending you written notice of our desire to terminate said subsequent Lease.

Remedles Cumulative. Any remedles sel forth herein shall be cumulative, in addition to, and not in limitation of, any other remedies available to Landlord under any applicable law.

32. MISCELLANEOUS. Neither we nor any of our representatives have made any and promises, representations, or agreements. This Lease Contract is the entire agreement between you and us. Our representations (including management personnel, employers, and agents) have no authority to make promises, representations, or agreements that impose security dates or other obligations on us or our representatives unless in writing, and no authority to make promises, representations, or agreements that impose security dates or other obligations on us or our representatives unless in writing. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or betatedly enforcing written-nobee requirements, rental due dates, lients, or other rights ton't a waiver under any circumstances. Except when notice or demand is required by statute, you waive any nonce and demand for performance from us if you default. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the mono, letter or lax that was given. Fax signatures are binding. All notices must be signed. must be signed.

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must be signed.

Bereising one remedy won't constitute an election or waiver of other remedies. Unless prohibited by law or the respective insurance policies, insurance subregation is waived by all parties. All remedies are cumulative. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by wirtue of acting on our behalf. This Lease Contract binds subsequent owners. Neither an invalid clause nor the ordission of initials on any page invalidates this Lease Contract. All notices and documents may be in English and, at our option, in any language that you read or speak. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option. All Lease Contract obligations must be performed in the country where the apartment is located.

Consent to Subcitation. You have be consensity authorized or an expensive and provided in the country to Subcitation.

Consent to Solicitation. You hereby expressly authorize us, our representative(s), and any collection agency or debt collector (hereinafter collectively referred to as the "Authorized Entities") in communicate with you. The communication may be made through any method for any reason related to amounts due and owing under this Lexie. You authorize any and all of the communication methods even if you will incur a fee or a cost to receive such communications. You further promise to immediately notify the Authorized Entitles if any telephone number or entail address or other unique electronic identifier or mode that you provided to any Authorized Entity changes or is no longer used by you. All discretionary rights reserved for us within this Lease Contract or any accompanying addends are at our sole and absolute discretion.

Obligation to Vacate. If we provide you with a notice to vacate, or if you provide us with a written notice to vacate or intent to move-out in you provide us with a written touce to vacate or intent to move-out in accordance with the Lease Terms paragraph, and we accept such written notice, then you are required to vacate the Apartment and remove all of your personal property therefrom at the expiration of the Lease term, or by the date set forth in the notice to vacate, whichever date is earlier, without further notice or demand from us.

Without nature indices in the composition of the performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of torrorism, riots, flood, fire, hurricaine, tornado, jabotage, or other occurrence which is beyond the control of the parties, then we shall be excused from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate any and all leases and you agree to excuse us from any further performance of obligations and undertakings bereunder, to the full extent allowed under applicable law.

- 33. PAYMENTS. At our option and without notice, we may apply money received (other than sale proceeds under paragraph 12 (Eviction or Summary Ejectment and Property Left in the Apartment), late fees under paragraph 6 (Best and Charges), or utility payments subject to governmental regulations) first to any of your unpoid obligations, then to current rent—regardless of notations one checks or money orders and regardless of when the obligations arose. All sums other than rent are due upon our demand, After the due date, we do not have to accept the rent or any other payments.
- 34. ASSOCIATION MEMBERSHIP. We represent that either: (1) we or;(2) the management company that represents us, is at the time of signing this leave Contract or a renewal of this Leave Contract, a member of both the National Apartment Association and any affiliated state and local apartment (multi-housing) associations for the area where the apartment is readed.

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#### When Moving Out

- 28. MOVE-OUT NOTICE. Before minving out, you must give our representative advance written move-out natice as provided below. Your move-out notice will not release you from liability for the full term of the Lone Contract or renewal term. You will still be liable for the entire Lasse. Contract term if you move out early (paragraph 21 - Release of Resident) except under the military clause (paragraph 22 - Military Personnel Clause). YOUR MOVE-OUT NOTICE MUST COMPLY WITH EACH OF THE FOLLOWING:
  - We must receive advance written notice of your move-out date. The advance notice must be at least the number of days of notice required in paragraph 3 (Lease Term). Oral move-out notice will not be accepted and will not terminate your lease Contract.
  - Your move-out notice must not terminate your tenancy sooner than the end of the Lease Contract term or renewal period.

YOUR NOTICE IS NOT ACCEPTABLE IF IT DOES NOT COMPLY WITH ALL OF THE ABOVE. Please use our written move-out form. You must obtain from our representative written acknowledgment that we received obtain from our representative written acknowledgment that we received your move-out notice. If we terminate your tenancy, we must give you the same advance notice—unless you are in default.

- 34. MOVE-OUT PROCEDURES. The move-out date can't be changed and vie-but? PRUCEDURES. The indivedut date can't be changed unless we and you both agree in writing. You won't move out before the lease term or renewal period ends unless all rent for the entire lease term or netwait period is paid in full. Early move-out may result in robetting charges. You're prohibited by law from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must vacate the apartment before the 30-day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each meident's forwarding address.
- 37. CLEANING. You must thoroughly clean the apartment, including doors, windows, furniture, ballirooms, kitchen appliances, patios, balconies, garage, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided, if you don't clean adequately, you'll be liable for reasonable cleaning charges.
- 38. MOVE-OUT INSPECTION. You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before limit relanding or accounting.
- 39. SECURITY DEPOSIT OFDUCTIONS AND OTHER CHARGES. We may deduct sums from your security deposit for charges related to the following; your possible non-payment of rent, costs of water and sewer services provided, damage to the premises, damage or destruction of smoke detectors or carbon monorate detectors, nonfulfillment of the nental period, any unpaid bills that become a lien against the denised property due to your occupancy, costs of re-renting the premises after

breach by you, including but not limited to any reasonable fees or commissions paid by the landlord to a licensed real estate broker to re-rent the premises, costs of removal and storage of your property after a summary ejectment proceeding, court costs, or any fee authorized by N.C. GEN, STAT. § 42-46.

40. DEPOSIT RETURN, SURRENDER, AND ABANDONMENT.
Deposit Return and Forwarding Address. You are required to provide us written notice of your forwarding address, on or before termination of this Lease Contract. If we can determine the full extent of our deductions this Laise Contract. If we can determine the full extent of our deductions from your security deposit, we'll mail you, to the forwarding address you provide, your security deposit refund (less lawful deductions) and an itemized accounting of any ideductions no later than 30 days after termination of your tenancy under this Lease Contract and delivery of possession by you, unless statutes provide otherwise. If we cannot determine the full extent of our deductions from your security deposit within the aforementioned 30 day period, we'll mail you an interimination accounting of our deductions from the deposit within 30 days efter termination of your tenancy under this Lease Contract and delivery of possession by you, and we'll also mail your security deposit refund fless lawful deductions) and a final itemized accounting of any deductions no later than 60 days after termination of your tenancy under this Lease Contract and delivery of possession by you, If you fail to provide us with your forwarding address in writing, as required above, we will process the unclaimed security deposit in accordance with state law.

Surrender. You have surrendered the apartment when (1) the move-out data has passed and no one is living in the apartment in our reasonable judgment; or (2) all apartment keys and access devices listed in paragraph 5 (Keys and Furniture) have been turned in where cent is paid—whichever date occurs first.

Abandonment. You have abandoned the apartment when all of the Abandonment. You have abandoned the apartment when all of the following have occurred; (f) everyone appears to have moved out in our reasonable judgment; (2) dother, furniture, and personal belongings have been substantially removed in our reasonable judgment; (3) you've been in default for non-payment of rent for 5 consecutive days or water, gas, or electric service for the apartment not connected in our name has been imministed; and (4) you've not responded for 2 days to our notice left on the inside of the main ordry door, stating that we consider the apartment abandoned. An apartment is also "abandoned" 10 days after the death of such a self-time.

Surrender, abandonment, and judicial eviction end your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the apartment, and determine any security deposit deductions. Surrender, abandonment, and judicial eviction affect your rights to properly left in the apartment (paragraph 12 - Fviction or Summary Ejectment and Property Left in the Apartment), but do not affect our mitigation obligations (paragraph 31 - Default by Resident).

The court shall interpret the lease and provision shall be ineffective to the statent of such invalidation unenforceability only without invalidating or otherwise diffecting the remainder of this lease Contract. The court shall interpret the lease and provisions herein in a manner wash as to uphoid the valid portions of this Lease Contract while preserving the intent of the parties.  2 ORIGINALS AND ATTACHMENTS. This Lease Contract has been executed in multiple originals, with original signatures. We will provide you with a copy of the Lease Contract while preserving the lease contract while preserving the lease for the lease Contract while preserving the lease contract in an electronic format at your request, or sent via-o-mail to what or communicated by e-mail about this Lease. Our nodes and community policies, if any, will be attached to the Lease Contract are broadly to you at signifing. When an inventory and Condition form is completed, you should retain a copy, and we should retain a copy, any addends or amendments you sign as a part of executing this Lease Contract therein you and us. This lease is the entire operement between you and us. This lease is the entire operement between you and us. This lease is the entire operement between you and us. This lease is the entire operement between you and us. This lease is the entire operement between you and us. This lease is the entire operement between you and us. This lease is the entire operement between you and us. This lease is the entire operand between you and us. This lease is the entire operand between you and us. This lease is the entire operand between you and us. This lease is the entire operand between you and us. This lease is the entire operand between you and us. This lease is the entire operand between you and us. This lease is the operand of the language in Sec. 32 of this lease, the parties of locatur service (if applicable)  Pour relegably bound by this document.  Read it carefully before signing.  When all the contract of the language in Se	Severability, Originals and	
42. ORIGINALS AND ATTACHMENTS. This Lease Contract has been executed in multiple originals, with original signatures. We will provide you with a copy of the Lease Contract may be in pager format, in an electronic format at your request, or sent via e-mail if we have communicated by e-mail about this Lease. Our rates and community policies, if any, will be attached to the Lease Contract and provided to you at signing. When an inventory and Contlates form is completed, you should retain a copy, and we should retain a copy. Any addenda or amendments you sign as a part of executing this Lease Contract are binding and hereby incorporated into and made part of the Lease Contract are binding and hereby incorporated into and made part of the Lease Contract between you and us. This lease is the entire agreement between you and us. This lease is the entire agreement between you and us. This lease is the entire agreement between you are legally bound by this document.  Read it carefully before signing.  You are legally bound by this document.  Read it carefully before signing.  Motwithat and indicates of locator service (if applicable)  Date form is filled and (some as on top of page 1) 03/01/2018  Date form is filled and (some as on top of page 1) 03/01/2018  Date form is filled and (some as on top of page 1) 03/01/2018  Precial Provisions (continued from Page 2) Notwithat and indicate the language in Sec. 32 of this lease, the parties DO ROT valve any of their rights of gubrogation. Recomment add/doletion changes \$100.00 page change. "Your reat, utility (as further described in the opplicable)  Provisions (continued from Page 2) Notwithat and indicated and change 2 of the lease and page 2 of the lease 2 of the lease 3 of the lease 3 of this lease 3 of the	to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Lease Contract while preserving	Resident or Residents (all sign below)
SPECIAL PROVISIONS (CONTINUED FROM PAGE2) Notwithstanding the language in Sec. 32 of this lease, the parties DO NOT waive any of their rights of subregation, Recommate add/doletion changes \$100.00 per change. "Your rest, utility (as further described in the applicable utility addends attached to the Agreement) and pest/trash/etc, charges may be combined in one mailing ("Resident Coomill"). These charges will be payable to Owner on or before the date indicated on the Resident Coomill, A rest service fee of \$1.71 will appear on each mentally statement. This fee is related to rest billing services and related operational fees. The rest service fee does not include the Utility Commission approved hilling fee for water an service fee does not include the Utility Commission approved hilling fee for water an service fee may be changed or increased at any time with a 30 day notice to	42. ORIGINALS AND ATTACHMENTS. This Lease Contract has been executed in multiple originals, with original signatures. We will provide you with a copy of the Lease Contract. Your copy of the Lease Contract may be in paper format, in an electronic format at your request, or sent via o-mail if we have communicated by o-mail about this Lease. Our rules and community policies, if any, will be attached to the Lease Contract and provided to you at signing. When an inventory and Condition form is completed, you should retain a copy, and we should retain a copy. Any addenda or amendments you sign as a part of executing this Lease Contract are binding and hereby incorporated into and made part of the Lease Contract between you and us. This lease is the entire agreement between you are lost your sealer of the part of the part of the lease Contract are binding and hereby incorporated into and made part of the Lease Contract are binding and hereby incorporated into and made part of the Lease Contract are binding and hereby incorporated into and made part of the Lease Contract between you are leasely the part of the lease Contract lease in the entire agreement between you are leasely bound by this document.  You are leasely bound by this document.	Address and phone number of owner's representative for notice purposes  1000 Heathmoor Lane  Cary, NC 27513  (919) 677-7887
Residents. Fous for water, sewer and trash billing are disclosed on the Stillity and Service addendum attached herato." If this Lease Contract has automatically geneved month to month at least, a 30 day written notice of termination or intent to move-out will be required by either party as required by par. 36.	the parties DO NOT waive any of their rights of \$100.00 per change. "Your rent, utility (as funddonds attached to the Agreement) and pest/trimailing ("Resident ChaBill"). These charges wiindicated on the Resident ChaBill, A rent service statement. This fee is related to rent billing rent service fee does not include the Utility sewer. The rent service fee may be changed ox. Residents. Fore for water, sewer and trash bill Addendum attached herato." If this lease Contrast least a 30 day written notice of terminatics	nding the language in Sec. 32 of this lease, faubrogation, Recommate add/deletion changes rither described in the applicable utility mah/etc, charges may be combined in one li be payable to Owner on or before the date ice fee of \$1.71 will appear on each manthly services and related operational foos. The Commission approved billing fee for water and increased at any time with a 30 day notice to ling are disclosed on the Utility and Services and has automatically renewed menth to menth

1/9/2018

Dan Williams, #1114

Re: Late Rental Payment

PLAINTIFF'S EXHIBIT

To all Resident(s) in possession:

As of today, your rental payment for January 2018 has not been received:

The total amount due on your account is \$3,431.58. Please remit the total amount due to the office immediately to bring your account up to date. Your payment must be in the form of a money order or cashier's check. A personal check cannot be accepted.

If payment is not received in full by the Eleventh (11th) of this month before 10:00 am, we will submit your account for court fillings to be initiated wherein we will seek to terminate your right to possession of the original of the original or the original origi

If a summary ejectment (eviction) lawsuit is filed against you; you will incur additional expenses including but not limited to the following: \$191 for a defendant, \$221 for 2 defendants or \$251 for 3 defendants. In addition, you will be assessed one of the following fees as a result of the eviction proceeding: (I) a Complaint Filing Fee equal to five percent (5%) of your monthly rent; (II) a Court Appearance Fee equal to ten percent (10%) of your monthly rent; or (III) a Second Trial Fee equal to twelve percent (12%) of your monthly rent.

Again, all of the above amounts must be paid via money order or cashier's check, or the attempted payment cannot be accepted.

If you have any questions, or feel you have received this letter in error, please contact our office at 919-677-7887. Thank you for your prompt attention to this matter.

This communication is in an attempt to collect a debt. Any information obtained will be used solely for that purpose.

Respectfully,

Brandi Cole

- Assistant Community Manager

Swinger Edectingut 12-14-49 Complete



#### Cary Reserve at Weston 1000 Heathmoor Lane

Cary, NC27513

Date: 4/6/2018

To: Da

Dan Williams

1114 Millhous Dr.

Cary, NC 27513

#### Re: Notice of Default

In accordance with the provisions of Chapter 42 of the General Statutes of NC, you are hereby notified that you are in default of payment of rent, late charges, service fees and miscellaneous charges.

As stated in your lease contract, rent and related charges are due on or before the First day of the month, and are considered late on the Sixth day of the month. Your account still reflects a balance due as of the above referenced date.

Total amount now past due: \$1,464.25. This past due amount includes water, late fees and any past due balance. Payment must be submitted in the form of money order or certified check. No personal checks will be accepted.

We ask that you take care of this matter immediately. If you have any questions or helieve our records to be in error, please call or come by the rental office.

Should you fail to tender the full amount due, we reserve the right to file a summary ejectment (eviction) lawsuit against you after close of business on the 10th calendar day of the month. In that event, you will be charged a \$201.00 court filing fee plus \$30.00 per leaseholder resident for service by sheriff. In the event we file an eviction lawsuit against you, you will also owe us a Complaint Filing Fee equal to five percent (5%) of your monthly rent whenever we agree to file a Voluntary Dismissal of the eviction case against you. All of the above amounts must be paid in via money order or cashler's check, or the attempted payment will be rejected.

Sincerely,

Keli Cave

Community Manager

\*\*\*We accept. Visa, Master Card, and Discover. Please call us for details.

cc: resident's file

NOTE: This is an attempt to collect a debt.

Any information obtained from you will be used for that purpose.



Cary Reserve at Weston

1000 Heathmoor Lane, Cary, NC 57513

www.CaryReserveAtWeston.com

January 12, 2018

Re: Court Filing for Non-Payment

Apt: 1114

Dear Dan Williams,

As of today we have not received your rent payment for this month. In accordance with your lease and the late letter, court papers were filed today for possession of the home. Your current balance due is \$3,697.33.

If you are able to submit the above payment in full prior to the court date, we will dismiss the case. All payments must be in the form of money order or certified check. No personal checks will be accepted.

If you are not able to pay prior to the court date, possession of the home will be requested and you will then have 10 days to pay before the WRIT for Eviction is filed. At that time, additional fees will be due.

Please contact our office to let us know when you may be able to submit your rent payment.

Respectfully,

Brandi Cole, Assistant Community Manager

Cary Reserve at Weston

PLAINTIFF'S EXHIBIT



Date:

4/12/2018

From:

Brandi Cole, Assistant Community Manager / Agent for Owner

Cary Reserve at Weston 1000 Heathmoor Lane Cary, NC 27513

919.677.7887

To:

Dan Williams 1114 Millhous Drive Cary, NC 37513

Apr. 1114

Dear Dan Williams.

This letter is to inform you that we have submitted the paperwork to our lawyers to file a summary ejectment (eviction) lawsuit for possession of your home on 4/11/18. You will receive notice from the County Courthouse of your court date. As of this date, our records indicate that your total amount due is \$1,404.25. Once our lawyers file the lawsuit with the court you will be responsible for all additional court costs and legal fees as per the terms of the lease agreement. Please contact the leasing office for your updated balance due prior to submitting payment. Any payment for this balance must be in full and in certified funds— either money order or cashier's check. Payments not made in full will be rejected and returned to you.

Please remit your payment at least 24 hours prior to your court date to help ensure dismissal of your case. Any payments received less than 24 hours before the court date do not guarantee a dismissal.

In the event we file, serve, and prosecute a summary ejectment and a judgment is entered against you, a court appearance fee equal to 10% of your monthly rent will immediately be due along with all delinquent rent; fees, and other applicable charges.

If you have questions regarding this balance due, please call or come by the management office.

Sincerely,

Brandi Cole.

Assistant Community Manager / Agent for Owner

This is an attempt to collect a debt. Any information obtained will be used for that purpose.

CARY RESERVE AT WESTON
PH 919.677.7887 | FAX 919.677.8486
1000 Heathmoor Lane
Cary, NC 27513





### Cary Reserve at Weston

### NOTICE OF COURT DATE

Date: 4/13/2018

From: Brandi Cole, Assistant Community Manager/Agent for Owner

1000 Heathmoor Lane Cary, NC 27513 PH: (919) 677-7887

£11" (STS) (011-10)

To: Dan Williams

1114 Millhous Dr. Cary, NC 27513

To all Resident(s) in possession, including:

Dan Williams,

This letter is to inform you of your court date for failure to pay rent for the month of April 2018. Your court date is scheduled for 4/25/18 at the Wake County Court House.

As of this date, our records indicate that your total amount due is \$1,665.00. The payment for this balance must be in the form of money order or cashier's cheek only.

Please remit the total amount due prior to your court date in order for your case to be dismissed. Please remit the payment at least 24 hours prior to your court date to help insure dismissal of your case. Any payments received less than 24 hours before the court case can not guamntee a dismissal.

As of the 25th of the current month, your past due balance will not be accepted without the following month's rent as well.

If payment is not received, possession of your apartment will be requested in court. We ask that you please contact the management office as soon as possible to let us know at what time you plan to make the payment for the full amount listed above.

If you have any questions regarding this balance due, please call or visit the management office.

Sincerely.

Brandi Cole, Assistant Community Manager/Agent for Owner

Cary Reserve at Weston

PLAINTIFF'S EXHIBIT



Date: 5/22/2018

10020627 Code Property Lease From 11/22/2017 Name Unit Lease To 11/21/2018 Randi Milroy 1400K Current Address 1400 K Lake Front Drive Move In 11/22/2016 Status -Rent 838.00 Move Out Raleigh, NC 27613 Phone (H) (585) 969-0379 Phone (W)

14: Alter attacks of a Gard Total Total 10:35 and	是一次的时间,1990年代,1990年代的中国12日,中国1990年代,中国1990年代,中国1990年代,中国10日,1990年间,1990年间的1990年,1990年代,1990年代,1990年代,1990年代,1	たしゃくなかけいかい しゃく ミュースファイル	经分类的 医二氏性 医二氏性 医二氏性 医二种种		Man 1/19/27 157
Date E	Description	Charge	Payment	Balance	Chg/Rec
02/28/2017	chk# :ACH-WEB Online Payment - EFT Payment.	ALC: THE SELECT		(839.93)	417732
03/01/2017	Rent - MF (03/2017)	822.00		E (17.93)	761399
03/01/2017	Storm Water Fee (03/2017)	2.00	<b>建工程工程</b>	(15.93)	761855
A+03/01/2017	Trash Pick Up (03/2017)	" - ¥16.00	1-4 317	0:07	<b>761856</b>
03/01/2017-	Admin: Fee Submeter, Water (12/24/2016 - 1/22/2017)	建设: 字3.75	<b>斯斯松开岭</b>	3.82	765737
<sup>™</sup> 03/01/2017 <sub>~</sub>	Rent Service Fee (12/24/2016 - 1/22/2017)	1.62	Share a consider	5.44	765738
03/01/2017	Admin Fee Submeter Water (12/24/2016 - 1/22/2017)	。汽港區(16.48	LARL TO A TO	<b>营业家。由11:92</b>	765739
03/01/2017	Submeter - Water (12/24/2016 - 1/22/2017)	7.91	المراجعة المراجعة المراجعة	19.83	765740
03/01/2017	Submeter : Water (12/24/2016 - 1/22/2017)	10.32	Marian A. Pallin	30.15	765741
©03/01/2017	Rent Service Fee Credit (03/01/2017)	(0.07)	Han I see with	30.08	780303
<b>604/01/2017</b>	Admin Fee Submeter Water (1/23/2017 - 2/21/2017)	10.23	到一个一个	40.31	790877
04/01/2017	Rent Service Fee (1/23/2017 - 2/21/2017) 3		<u>29</u>	41.93	791231
04/01/2017	Submeter - Water (1/23/2017 - 2/21/2017)	13.58	经验的		791585
404/01/2017	Rent - MF (04/2017)	> 822.00	N. J. J. B. 11	<b></b>	% ≥ × 805219
04/01/2017	Storm Water Fee (04/2017)	2.00	學。不是是是	879.51	805693
± 04/01/2017 ×	Trash Pick Up (04/2017)		Fine A. I. Jak		805694
04/05/2017	chk#:ACH-WEB Online Payment - EFT Payment	<b>新疆。</b> 西,第4	73.51	822.00	434879
04/05/2017	Late Charges MF, 5% of \$822.00	M= -5 - 41:10	74. E. 1900	863.10	811230
04/20/2017	chk# 14759098 Credit Card One Time Payment () Web- Resident Services		1,105.20	(242,10)	439395
S 05/01/2017	Admin Fee Submeter Water (2/22/2017 - 3/23/2017)	10.23	1900	<b>(231.87)</b>	825253
@05/01/2017 ·	Rent Service Fee (2/22/2017 3/23/2017)	<b>第二章 1.62</b>	CTUS SEEDER	決議章(230.25)	# 825624
	Submeter: Water (2/22/2017: 3/23/2017)	713.20		(217.05)	825995
05/01/2017	Rent MF (05/2017)	822.00	报2000年2月 第二十二十二十二十二十二十二十二十二十二十二十二十二十二十二十二十二十二十二十	604.95	840474
<b>205/01/2017</b>	Storm Water Fee (05/2017)	<u>- 2.00</u>	4A .	606.95	3 2840951
=05/01/2017	Trach Pick Up (05/2017)	编 16.00	國海影響中國	622.95	840952
05/02/2017	Eviction - Attorney/Legal Fees	7201.00		823.95	813719
- 05/02/2017 °C	5% Complaint Filing Fee	41.10	Marie Company of the	865.05	<u>813720</u>
U-05/05/2017	chk#:ACH:WEB Online Payment: EFT Payment:	الله الله الله الله الله الله الله الله	C = 1822.00	43.05	458527
德06/01/2017等	Rent = MF. (06/2017)	第22:00	图案外記记器	865.05	935762
<b>06/01/2017</b>	Storm Water Fee (05/2017)	1 2:00		867.05	936225
06/01/2017	Trash Pick Up (06/2017)	李朝章 416.00	STATE OF THE STATE	. 23 5883.05	- 2 936226
↑ DE/01/2017. ·	Admin Fee Submeter Water (3/24/2017 - 4/22/2017)	10.23	CC	893:28	# ¥938097
-06/01/2017	Rent Service Fee (3/24/2017: 4/22/2017)	1.62	<b>200</b> 0年,100年,100年,100年,100年,100年,100年,100年	894.90	938469
-06/01/2017	Submeter :- Water (3/24/2017: 4/22/2017)	710.83	12	905.73	
06/06/2017	Late Charges: MF, 5% of \$822.00	7 41:10		945.83	974406
06/10/2017	chk# 16056252 Credit Card One Time Payment; Web = Resident Services;		946.83	0.00	498728
		Taranta and the second second	The same of the same of the same of the same of	I make the same of the same of the same of	

Date: 5/22/2018

10020527 Code

**Property** <u>091458</u> Lease From 11/22/2017

Name Randi Milroy Unit 1400K

11/21/2018 Lease To

Address 1400 K Lake Front Drive Status Current

11/22/2016 Move In

Rent

838.00

Move Out

Phone (H) (585) 969-0379 Phone (W)

Releigh, NC 27613 City

Date	Description	Charge	Payment	Balance	Chg/Rec
06/10/2017	Resident Services;		946.83	0.00	498728
07/01/2017	Admin Fee Submeter Water (4/23/2017 - 5/22/2017)	10.23		10.23	1004521
07/01/2017	Rent Service Fee (4/23/2017 - 5/22/2017)	1.62		11.85	1004887
07/01/2017	Submeter - Water (4/23/2017 - 5/22/2017)	11.90		23.75	1005252
07/01/2017	Rent - MF (07/2017)	822.00		845.75	1065579
07/01/2017		2.00		847.75	1066046
07/01/2017	Trash Pick Up (07/2017)	16.00		863.75	1065047.
07/05/2017	chks::ACH-WEB Online Payment - EFT Payment.		863.75	0.00	542989
08/01/2017	Admin Fee Submeter Water (5/23/2017 - 6/21/2017)	10.23		10.23	1157749
08/01/2017	Rent Service Fee (5/23/2017 - 6/21/2017)	1.62		11.85	1158107
08/01/2017	Submeter - Water (5/23/2017 - 6/21/2017)	12.59		24,44	1158465
08/01/2017	Rent - MF (06/2017)	822.00		846.44	1241551
08/01/2017	Storm Water Fee (08/2017)	2.00		848.44	1242079
08/01/2017	Trach Pick Up (06/2017)	16.00		854.44	1242080
08/06/2017	Late Charges - MF, 5% of \$822.00	41.10		905.54	<u>1322042</u> 7
08/14/2017	chk= 40176265869930 :CHECKscan Payment		405.54	500.00	633587
08/14/2017	chk# 40176265869921 : CHECKscan Payment		500.00	0.00	633588
09/01/2017	Admin Service Fee (6/22/2017 - 7/21/2017)	10.23	·	10.23	1392745
09/01/2017	Rent Service Fee (6/22/2017 - 7/21/2017)	1.62		11.85	1393118
09/01/2017	Water/Sewer (6/22/2017 - 7/21/2017)	10.07	<u></u>	21.92	1393491
09/01/2017	Rent - MF (09/2017)	822.00		843.92	1511165
09/01/2017	Storm Water Fee (09/2017)	2.00		845.92	1511658
09/01/2017	Trash Pick Up (09/2017)	16.00		861.92	1511659
09/06/2017	Late Charges - MF, 5% of \$822.00	41.10		903.02	1569529
09/15/2017	Eviction Filing - September 2017	201.00		1,104.02	1597269
09/15/2017	Eviction Filing Fee - September 2017	41.10		1,145,12	1597270
09/18/2017	chk# 40175868651033 :CHECKscan Payment		500.00	645.12	732225
09/18/2017	chk# 40175868651042 :CHECKscan Payment		500.00	145.12	732226
09/18/2017	chk# 40175868651051 :CHECKscan Payment		145.12	0.00	732227
10/01/2017	Admin Service Fee (7/22/2017 - 8/20/2017)	10.44		10.44	1646214
10/01/2017	Rent Service Fee (7/22/2017 - 8/20/2017)	1.62		12.06	<u> 1646508</u>
10/01/2017	Water/Sevier (7/22/2017 - 8/20/2017)	12.33		24,39	1647002
10/01/2017	Rent - MF (10/2017)	822.00		846.39	1788043
10/01/2017	Storm Water Fee (10/2017)	2.00		848.39	1788526
10/01/2017	Trash Pick Up (10/2017)	16.00		864.39	1788527
10/06/2017	Late Charges ∉ MF, 5% of \$822.00	41.10		905,49	1848203
10/12/2017	chic# 00026572 :CHECKscan Payment		905.49	0.00	830430
11/01/2017	Admin Service Fee (8/21/2017 - 9/19/2017)	10.44		10.44	1932205

t0020527 Randi (Biray 091458 1400K Current 838.00 (585).969.0379 Lease From 11/22/2017 Lease To 11/21/2018 Code **Property** Name Unit 11/22/2016 Address Status Move In Rabiol: NC 27613 Rent Move Out City Phone (H) Phone (W)

10/12/2017	Crice 00026972 CONSCRIPTION	Charge	Payment 903.49	Balanca U.uu	Chg/Rec
11/01/2017	Admin Service Fee (8/21/2017 - 9/19/2017)	10.44	303,43	10.44	1932705
11/01/2017	Rent Service Fee (8/21/2017 - 9/19/2017)	1.62		12.06	1932591
11/01/2017	Water/Saver (8/21/2017 - 9/19/2017)	11.91		23.37	1932976
11/01/2017	Rent - MF (11/2017)	822.00		845.37	<b>2091216</b>
	Storm Water Fee (11/2017)	2.00		847.37	2091698
11/01/2017	Trash Pick Up (11/2017)	16.00		863.37	2091699
11/05/2017	Late Charges - 147, 5% of \$822,00	41.10		904,47	2169040
11/11/2017	chk# 40176628038021 : CHECKscan Payment	***************************************	500.00	404.47	954742
11/11/2017	dika: 49176628038030 : CriECKscan Payment		404,47	0.00	954743
12/01/2017	Admin Service Fee (9/20/2017 - 10/19/2017)	10.44		10.44	2251417
12/01/2017	Rent Service Fee (9/20/2017 - 10/19/2017)	1.62		12.06	2252636
12/01/2017	Weter/Sewer (9/20/2017 - 10/19/2017)	17.66		29.72	2253450
12/01/2017	Rest HF (12/2017)	838.00		867.72	2425391
12/01/2017	Storm Water Fee (12/2017)	2.00		559.72	2429884
12/01/2017	Tresh Pick Up (12/2017)	16.00		885.72	2425645
12/02/2017	dik# :ACH-WEB Online Payment - EFT Payment.		838.00	47.72	1021108
01/01/2018	Admin Service Fee (10/20/2017 - 11/18/2017)"	:10.44	Mary Market Services	58.15	2511626
01/01/2018	Rent Service Fee (10/20/2017 - 11/18/2017)	1.62		59.78	2613219
01/01/2018	Mater/Spiner (10/20/2017 - 11/18/2017)	14.60	A town of the same	74.46	2614034
	Rent - MF (01/2018)	838.00		912.46	2699128
	Skalin Makar Fair (01/2018)	2.00	Age of the same	914.46	2699787
	Trash Pid: Up (01/2018)	16.00		930.46	2699788
	Little Charges - NF, 5% of \$238.00	41.90		972.36	2787639
01/17/2018	chic# 40176931933767 : CHECKacan Payment		472.36	500.00	1259187
	chica 40178931933758 : CHECKacen Payment		500.00	0.00	1259160
02/01/2018	Admin Service Fee (11/19/2017 - 12/18/2017)	10.44		10.44	2 <b>89</b> 1760
	Rept Service Fee (11/19/2017 - 12/18/2017)	1.62		12.06	2892153
02/01/2018	Water/Sewer (11/19/2017 - 12/18/2017)	11.38		23.44	2892546
	Rent - MF (02/2018)	838.00		861.44	3054405
02/01/2018	Storm Water Fee (02/2018)	2.00	<del></del>	863.44	3064888
	Trink Pick Up (02/2018)	16.00		879.44	3064889
	Late Charges - MF, 5% of \$838.00	41.90	469 64	921.34	3106153
	diler 40176931937646 : CHECKscan Payment	:	421.34		1378173
	chk# 40176931937637 :CHECKscan Payment		500.00	0.00	1378235
1	Admin Service Fee (12/19/2017 - 1/17/2018)	10.44	1	10.44	3190157
03/01/2018	Rent Service Fee (12/19/2017 - 1/17/2018)	1.62 13.50		12.06	3190540
	Wilter/Scient (12/19/2017 - 1/17/2015)	15.00		25,55 A1 56	3190929

10020627 11/22/2017 <u>n91458</u> Code **Property** Lease From Randi Miroy 11/21/2018 1400K Lease To Name Unit 11/22/2016 1400 K Leios Front Drive Status Current Move In Address 838.00 Rent **Move Out** 

Phone (H)

(585) 989-0379

Phone (W)

Raleigh, MC 27613

City

Belence V.V. Chg/Rec Tike 000205/2 :Critical Payment Charge " Payment -1912/2017 11/01/2017 Admin Service Fee (0/21/2017 - 9/19/2017) 10.44 10.44 1932205 11/01/2017 Rent Service Fee (8/21/2017 - 9/19/2017) 1.62 12.06 1932591 11/01/2017 Water/Squar (8/21/2017 - 9/19/2017) 11.31 23.37 1932976 822.00 845.37 2091216 11/01/2017 Rent - MF (11/2017) Storm Water Fee (11/2017) ·2.00 847.37 2091698 11/01/2017 16.00 863,37 11/01/2017 Trash Pick Up (11/2017) 2091699 Late Charges - NT, 5% of \$822.00 11/05/2017 . 41.10 904.47 2169040 500.00 954742 chk# 40176628038021 : CHECKscan Payment 404.47 11/11/2017 dike 40176628038030 : CHECKscan Payment 404.47 0.00 954743 11/11/2017 10.44 10.44 12/01/2017 Admin Service Fee (9/20/2017 - 10/19/2017) 2251417 Rent Service Fee (9/20/2017 - 10/19/2017) 12/01/2017 1.62 12.06 2252636 17.66 Water/Sevier (9/20/2017 - 10/19/2017) 29.72 2253450 12/01/2017 12/01/2017 Rest - 10 (12/2017) 838.00 867.72 2429391 12/01/2017 2429884 Storm Water Fee (12/2017) 2.00 869.72 2429005 Trach Pick Up (12/2017) 16.00 885.72 12/01/2017 838.00 dik# :ACH-WEB Online Payment - EFT Payment. 47.72 1021108 12/02/2017 2611626 10.44 Admin Service Fee (10/20/2017 - 11/18/2017) an "gara ya ar a 58:16 01/01/2018 2613219 59.78 Rent Service Fee (10/20/2017 - 11/18/2017) 01/01/2018 2614034 Wales/Sever (10/20/2017 - 11/18/2017) 14.68 . .74.45 01/01/2018 838.00 912.46 2699128 01/01/2018 Rent - MF (01/2018) 2.00 914.45 Stains Walter Fee (01/2018) 2699787 01/01/2018 16.00 930.46 2699788 01/01/2018 Trash Pick Up (01/2018) 41.90 01/06/2018 Lifts Charges - HF, 5% of \$838.00 972.35 276/63 01/17/2018 dtk# 40176931933767 : CHECKscan Payment 472.36 500.00 1259187 dik# 40176931933758 (CHECKsoth Payment 500.00 0.00 12/918 01/17/2018 Admin Service Fee (11/19/2017 - 12/18/2017) 10.44 10.44 2891760 02/01/2018 2892153 Rent Service Fee (11/19/2017 - 12/18/2017) 1.62 12.06 02/01/2018 2892546 Water/Sewer (11/19/2017 - 12/18/2017) 11.38 23.44 02/01/2018 3054405 838.00 861.44 02/01/2018 Rent - MF (02/2018) Storm Water Fee (02/2018) 2.00 663.44 3054888 02/01/2018 3014 879.44 Treat Pick Up (02/2018) 16.00 02/01/2018 Late Charges - MF, 5% of \$838.00 41.90 921.34 3106153 02/06/2018 dik# 40176931937646 :CHECKscan Payment 421.34 500.00 137817 02/12/2018 1378235 dik# 40176931937637 :CHECKscan Payment 500.00 0.00 02/13/2018 10.44 3190157 Admin: Service Fee (12/19/2017 - 1/17/2018) 10.44 03/01/2018 12.06 3190540 1.62 03/01/2018 Rent Service Fee (12/19/2017 - 1/17/2016) **25.5** 13.50 319092 03/01/2018 Witter/Septer (12/19/2017 - 1/17/2018) 3364930 03/01/2018 Truch Birl: 1to (03/2018)

03/01/2018	Trash Pick Up (03/2018)	16.00		41.56	3364839
03/01/2018	Rent - MF (03/2018)	838.00		879.56	3364840
03/01/2018	Storm Water Fee (03/2018)	2.00		881.56	336484
03/06/2018	Late Charges = MF, 5% of \$838.00	41.90		923.46	339929
03/13/2018	dhk# 40172678299695 :CHECKscan Payment		423.46	500.00	149016
03/13/2018	chk# 40172678299686 :CHECKscan Payment		500.00	0.00	149016
04/01/2018	Trash Pick Up (04/2018)	16.00		16.00	356562
04/01/2018	Rent - MF (04/2018)	838.00		854.00	356562
04/01/2018	Storm Water Fee (04/2018)	3.31		857.31	356562
04/01/2018	Admin Service Fee (1/18/2018 - 2/16/2018)	10.44	A.	867.75	359511
04/01/2018	Rent Service Fee (1/18/2018 - 2/16/2018)	1.62		869.37	359549
04/01/2018	Water/Sewer (1/18/2018 = 2/16/2018)	16.25		885.62	359586
04/06/2018	Late Charges - MF, 5% of \$838.00	41.90		927.52	370772
04/09/2018	chk# 24677960 Credit Card On-Line Payment; Web - Resident Services		927.52	0.00	160946
05/01/2018	Trash Pick Up (05/2018)	16.00		16.00	386479
05/01/2018	Rent - MF (05/2018)	838.00	• ;	854.00	386479
05/01/2018	Storm Water Fee (05/2018)	3.31		857.31	386479
05/01/2018	Admin Service Fee (2/17/2018 - 3/18/2018)	10.44		857.75	396331
05/01/2018	Rent Service Fee (2/17/2018 - 3/18/2018)	1.62		869.37	396369
05/01/2018	Water/Sewer (2/17/2018 - 3/18/2018)	12.79		882.16	<u>396407</u>
05/03/2018	chk+:ACH-WEB Online Payment - EFT Payment. Web - Resident Services		900.00	(17.84)	170160

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Resident Ledger.

Dan Williams 1114 Millhous Dr. Cary, NC 27513

Date: 05/22/2018 Resident Code: (0074128 Property: p1727 Unit: 1114 Status: Rent: \$1,195.00 Deposit: Move In Date: 09/25/2015 01/01/0001 Move Out Date: Due Day: 1 Tel Num(Office): 9194125887 LTel Num(Home):

	Market and the second s			
Date	Description	Charges	Poyments	Balance
1:	Salance forward	0.00	0.00	0.00
12/18/17	:QuickTrans - :Posted by QuickTrans	0.00	99.00	(99.00)
12/18/17	:Posted by QuickTrans (deposit)	99.00	0.00	0.00
12/18/17	Conversion Balance - RENT	1,195.00	0.00	1,195.00
12/18/17	Conversion Balance - LATEFEE	59.75	0.00	1,254.75
12/18/17	Conversion Balance - PETRENTI	15.00:	0.00	1,269.75
12/18/17	Conversion Balance - PEST	, 2.00	0.00	1,271.75
12/18/17	Conversion Balance - TRASH	16.00	0.00	1,287.75
12/18/17	Conversion Balance - UTILITY/DMIN 2	0.24	0.00	1,287.99
12/18/17		:42.68	0.00	1,330.67
12/18/17	Conversion Balance - GARAGE	75.00	0.00	1,405.67
12/18/17	Conversion Balance - MTM		0.00	1,705.67
01/01/18	Pet Rent (01/2018)	15.00	0.00	1,720.67
01/01/18		75.00	0.00	1,795.67
01/01/18	Rent - MF (01/2018)	300.00	0.00	2,095.67
01/01/18	Rent - MF (01/2018)	1,195,00	0.00	13,290.67
01/01/18	Pest Control - 10/25/17-11/25/17	2.00	0.00	3.292.67
01/01/18		0.24	0.00	3,292.91
01/01/18		27:11	0.00	3,320,02
01/01/18	Trash - 10/25/17-11/25/17	16.00	0.00	3,336.02
01/01/18	Water - 10/25/17-11/25/17	14.20	0.00	3,350.22
+ 01/01/18	Water Admin Fee - 10/25/17-11/25/17		0.00	3,353.97
01/01/18	Water/Sewer Base - 10/25/17-11/25/17	2.86	0.00	3,356.83
01/06/1B	Late Charges - MF, 5% of \$1495,00 : Reversed by Charge Ctr	1# .74.75 <b>\</b>	0.00	3.431.58
	2796101	···	<b>&gt;</b>	2,131.30
01/08/18	:Reverse Charge Ctri#2786877	(74.75)	0.00	3,356.83
01/11/18	Late Fee	74.75	0.00	3,431.58
01/30/18 -	Jan Non Payment Court Filing Fig	191.00	0.00	3,622.58
02/01/18	Pest Control - 11/25/17-12/25/17	2.00	0.00	3,624.58
02/01/18	Service Fee - 02/01/18-02/28/18	0.24	0.00	3,624.82
02/01/18	Sewer - 11/25/17-12/25/17 -	17.97	0.00	3,642.79
02/01/18	Trash - 11/25/17-12/25/17	16.00	0.00	3,658.79
02/01/18	Water - 11/25/17-12/25/17	9.42	0.00	3,668.21
02/01/18		3.75	0.00	3,671,96
02/01/18	r Water/Sewer Base - 11/25/17-12/25/17		0.00	3,674.82
02/01/18	Pet Rent (02/2018)	15.GO	0.00	3,689,82
02/01/18	Garage Parking Charges (02/2018)	75.00	0.00	3,764.82
02/01/18	Rent - MF (02/2018)	300.00	0.00	4,064.82
02/01/18	Rent - MF (02/2018)	1,195.00	0.00	5,259.82
02/04/1B	Jan Court Filing Fee	74.75	0.00	5,334.57
02/05/18	Late Charges - MF, 5% of \$1495,00	74.75 •	0.00	5,409.32
02/20/18	Chk# 6742502126 -: CHECKscan Payment	0.00	5,409.32	0.00
03/01/18	Water/Sewer (12/26/2017 - 1/25/2018)	24,53	0.00	24.53
03/01/18	Pest Control Fees (12/26/2017   //25/2018)	2,00	0.00	26.53
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Résident Ledger

PLAINTIFF'S EXHIBIT TOFZ

Resident Ledger

	Date:	05/22/2018
	Resident Code:	t0074128
	Property:	p1727
<u> </u>	Unit:	1114
Dan Williams	Status:	
1114 Milihous Dr.	Rent:	\$1,195.00
Cary; NC 27513	Deposit:	
	Move In Date:	09/25/2015
	Move Out Date:	01/01/0001
	Due Day:	1
}	Tel Num(Office):	9194125887
	Tel Num(Home):	

03/01/18 03/01/18 03/01/18	Trash Pick up (12/26/2017 - 1/25/2018)			<del>-</del>	Payments	Balance
03/01/18	11424 LICK RD (175/50/5011, - 1/52/4010)		•	16.00	0.00	42.53
	Admin Service Fee (12/26/2017 - 1/25/20			3.75	0.00	46.28
mains he	Rent Service Fee (12/26/2017 - 1/26/201	8)	يوفقين والمالة بمثلة الأنتان والمكرك	0.24	0.00	46.52
03/01/18	Garage Parking Charges (03/2018)	<del></del>		75.00	0.00	121.52
03/01/18	Riest - MF (03/2018)			300.00	0.00	421.52
03/01/18	Rent - MF (03/2018)			1,195.00	0.00	1.616.52
03/01/18	Pet Rent (03/2018)			15.00	0.00	1,631.52
03/05/18	No longer on mitm			(300,00)	0.00	1,331.52
03/06/18	Late Charges - MF, 5% of \$1495.00			74.75	0.00	1.405.27
03/14/18	March Legal Filing Fee			191.00	0.00	1.597.27
03/14/18	Constaint Films Fee			74.75	0.00	1.672.02
03/23/18	Chk# 6742501907 - :CHECKscan Parment	<u> </u>	<del></del>	0.00	1,672.02	0.00
04/01/18	Garage Parking Charges (04/2018)			·75.00	0.00	75.00
04/01/18	Rent - MF (04/2018)			1.195.00	0.00	1.270.00
04/01/18	Pet Rent (04/2018)			15.00	0.00	1,285.00
04/01/18	Water/Sewer (1/26/2018 - 2/24/2018)			37.51	0.00	1,322,51
04/01/18	Pest Control Fees (1/26/2018 - 2/24/2018	1)		2.00	0.00	1.324.51
04/01/18	Trash Pick up (1/26/2018 - 2/24/2018)	<del></del>		16,00	0.00	1,340.51
04/01/18	Admin Service Fee (1/26/2018 - 2/24/201	8)		3.75	0.00	1,344.26
04/01/18	Rent Service Fee (1/26/2018 - 2/24/2018)			0.24	0.00	1,344,50
04/05/18	Late Charges - MF, 5% of \$1195.00	·		59.75	0.00	1,404.25
04/13/18	Court Filing Fee			201.00	0.00	1,605.25
04/13/18	Complaint Filing Fee	<del></del>		59.75 X	0.00	1,665.00
05/01/18	Garage Parking Charges (05/2018)	~		75.00	0.00	1,740.00
QS/Q1/18	Rent - MF (05/2018)			1,195.00	0.00	2,935.00
05/01/18	Pet Rent (05/2018)			15.00	0.00	2,950.00
05/01/18	Water/Sewer (2/25/2018 - 3/26/2018)			35.45	0.00	2,985.45
05/01/18	Pest Control Fees (2/25/2018 - 3/26/2018	3)		2.00	0.00	2,987.45
05/01/18	Trash Pick up (2/25/2018 - 3/26/2018)	•		16.00	0.00	3,003.45
05/01/18	Admin Service Fee (2/25/2018 - 3/26/201	(8)		3.75	0,00	3,007.20
05/01/18	Rent Service Fee (2/25/2018 - 3/25/2018			0.24	0.00	3,007.44
05/05/18	Chest 00087257 - : CHECKstan Payment	<u></u>		0.00	3,007.44	0.00
05/10/18	Cht# 25837308 - Credit Card On-Line Par Services	yment; Web - I	Resident	0.00	35.00	(35.00)
05/11/18	Bora Keys or Lock Charges			35.00	0.00	0.00
1	Current 30	Days	60 Days	Over 90	Current Owed	
	₫.co	0.00	0.00	0.00	0.00	

-	<b>.</b>		
			กิจิกิโจ
STATE OF NORTH CAROL	INA	File No.	<u> </u>
WAKECo	unty		I Court Of Justice
Plaintif(s)			/ISSUES
Hudson Capital Weston LLC	<b>]</b>	MAGISTRATE SU	
dba Cary Reserve at Weston		ALIAS AND PLURIES SUMM	ONS (ASSESS FEE)
VERSUS ***	gr		G.S. 1A-1, Rule 4; 7A-217, -232
Denwintel Dan Williams		Dato Original Summons Issued	6. 34F
	1	Dote(s) Subsequent Summens(es) Issued	<del></del>
	(		To New
TO		то	<del></del>
Name And Address Of Defendant 1 Dain Williams	î - I	Neme And Address Of Defendant 2	ai <b>≖</b> .
1114 Millhous Dr. Apt 1114			•
1 - 7	NC 27513	And the second s	= <u></u>
A Small Cl	im Action Has Be	en Commenced Against Youl	<u>-</u>
You are notified to appear before the m	i anistrate at the specifi	ed date: time, and location of trial lists	ed below. You will have
the opportunity at the trial to defend yo	urself against the claim	i stated in the attached complaint.	TOTAL
You may file a written answer, making	ैं defense to the claim, ir	the office of the Clerk of Superior Co	ourt at any time before
the time set for trial. Whether or not yo	u file en answer, the pl	aintiff must prove the claim before the	i.magistrate.
If you fail to appear and defend agains	: I the proof offered, the	magistrate may enter a judgment aga	ainst you.
Date Of Triel	Trial	Location Of Count 316 Fayetteville Street, Raleigh, NC; 3rd	
Name And Address Of Plaintiff Or Plaintiff's Atterney Hudson Capital Weston LLC d/b/a Cary Re		Dain issued 11-31-18	
1000 Heathmoor Ln		Signature (M.	
	( <u></u>	Deputy CSC Asilstant CSC	Clork Of Superior Court
Cary	<u>C - 27513</u>	- J	Physical and an arrange of the second
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William Act Town	Mary	<b>"我们的一个</b>	
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<sup>1</sup>	· ·	over)	
AOC-CVM-100, Rev. 10/14			PLAINTIFF'S *
1.3 © 2014 Administrative Control of the program   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3   1.3			12
<b>]</b>  -			

•	8CA00	5013	STATE OF N	ORTH CA	ROLINA				
INSUMMARY EJECTMENT		WAK	E	County		eral Court Of Justice Division-Small Claims			
INSUMMARY	IN SUMMARY EJECTMENT		The defendant is a resident of the county named above.						
					ossession of premises	s described below as a lessee			
		1, 42, Art. 3 and 7	Description Of Premises (inc. 1114 Millhous Dr., Apt 1		?513		Conventional     Public Housing		
Name And Address Of Pulnof Hudson Capital Weston L	LC		Rate Of Rent (tenant's share	) [x] Month   Doi	o Rent Due	Date Lease of Possession Termin	Section 6 Type Of Lease		
dba Cary Reserve at Wes	inn		\$ 1155.00 PG		12/01/2017		☐ Crei 🗵 Willen		
1000 Heathmoor Ln					y the rent due on the a ce period before filing	above date and the plaintiff ma the complaint.	de demand for the rent		
Cary	NC	27513	The lease per	The lease period ended on the above date and the defendant is holding over after the end of the lease					
County	Telephone No.		period.			_			
WAKE	(919) (SUS	677-7887	▼ The defendar	nt breached II	ne condition of the lea	se described below for which r	re-entry is specified.		
Name And Address Of Defendant 1	x individual	Corporation	☐ Criminal activ	ity or other a	ctivity has occurred in	violation of G.S. 42-63 as spe	cified below.		
Dan Williams	_	_	Description Of Breach/Crimin	ul Activity (give nu	mes, dates, places and illegal a	ictvity)	<del></del>		
1114 Milhous Dr.		Failure to pay monthly rent when due/in full, from the date above through the hearing date.							
Apt 1114			4				·		
CARY	NC	27513	4. The plaintiff has	demanded p	ossession of the pren	nises from the defendant, who	has refused to surrender		
County WAKE	Telephone No.		1 ' '		to immediate possessi				
Name And Address Of Defendant 2	x individual	Corporation	5. Pursuant to G.S. 42-28, Plaintiff hereby omits any claim for rents or damages and is seeking pos of the premises only. Plaintiff reserves the right to seek any monetary damages in a separate ci						
		··········	Description Of Any Property	Damage		· <del></del>			
			Amount Of Damage (If Know	rt)	Amount of Rent Unpeld	Total Amount D	tue		
			\$ CLAIMS RE	SERVED	\$ 2,31	0,00 \$	POSSESSION ONLY		
County	Telephone No.	<del></del> -	6. Plaintiff therefore	e requests to	be put in possession o	of the Premises.			
Marie And Address Pd Distriction Age	Cu dana		Date	(	Altomey/Agent (Type Or Print)	Signature Of Plaintiff			
Name And Address Of Pleinliff's Adomey Or Agent Shanae Auguste			1/30/2018	Shanae Augu			e anyunto		
Loebsack & Brownlee, PL	TC		CE	KIIFICATIO	N WHEN COMPLAIN	T SIGNED BY AGENT OF PL	AINTIFF		
P.O. Box 78058	— <del>-</del>		I certify that I am a	in agent of th	e plaintiff and have ac	tual knowledge of the facts all	eged in this Complaint.		
Charlotte	NÇ	28271	Oute	Numa Of Agent (1	ype Or Printi	Signature Of Agent			
(919)792-1690		<del></del>	1/30/2018	L					

ACC-CVN7-201, As Revised by Counsel for Plaintiff

STATE OF NORTH CAR	OLINA	Filo No.	11
WAKE	County	In The General Court of Ju District Court Division - Small	
Pleintiff(a)			
Hudson Capital Weston LLC		MAGISTRATE SUMMONS	
dba Cary Reserve at Weston		ALIAS AND PLURIES SUMMONS (ASSES	SS FEE)
VERSUS		G.S. 1A-1, Rulo 4	4; 7A-217232
Defendant(s) Dan Williams		Date Original Summona Issued	
		Date(s) Subsequent Summons(os) Issued	
то		то	
Name And Address Of Delandant 1		Name And Address Of Defendant 2	
Dan Williams   1114 Millhous Drive			
Apt 1114			
CARY	NC 27513	ĺ	
A Small	Claim Action Has Be	een Commenced Against You!	
You are notified to appear before the opportunity at the trial to defend		ed date, time, and location of trial listed below. You a stated in the attached complaint.	will have
the time set for trial. Whether or not	t you file an answer, the pl	n the office of the Clerk of Superior Court at any time aintiff must prove the claim before the magistrate.  magistrate may enter a judgment against you.	a before
Date Of Trial 17mm 3/27/2018	OFTINI 1:30 □ AM ☑PM	Location Of Court 316 Fayetteville Street, Raleigh, NC: 3rd Floor	
Name And Address Of Plaintiff or Plaintiffs Attention Hudson Capital Weston LLC d/b/a Cary		Oato Issued 3-161-18	<del></del>
1000 Heathmoor Ln		Signatura W	
Cary	NC 27513	Ooputy CSC Assistant CSC Clark Or	Superior Court
·			
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	, m	ver)	
AOC-CVM-100, Rev. 10/14 © 2014 Administrativo Office of the Courts		PLA	NTIFES (HIBIT)
		<b>1</b>	·

PWE PID.		STATE OF NORTH CAROLINA						
COMP	PLAINT	WAK	Œ	County	In The General Co District Court Divisio			
	EJECTMENT	1. The defendant	The defendant is a resident of the county named above.					
		2. The defendant	entered into pos	session of premises d	lescribed below as a lessee of plai	ntiff.		
	216, 7A-232; Ch. 42, Art. 3 and 7	Description Of Premises (Inc. 1114 Millihous Drive, Ap	Conventional Public Housing Section 8					
Yems And Address Of Plentill Hudson Capital Weston L	rc	Rate Of Rent (tenant's share			Date Lease or Possession Terminated	Type Of Loase		
dba Cary Reserve at Wes	ston	\$ 1195.00 pe		03/01/2018		Orei X Written		
1000 Heathmoor Ln			3. The defendant failed to pay the rent due on the above date and the plaintiff made demand for the rent and walted the 10-day grace period before filing the complaint.					
Cary	NC 27513		The lease period ended on the above date and the defendant is holding over after the end of the lease					
WAKE	Telephone No. (919)677-7887	period.	nt heached the	condition of the lease	described helms for which re-entr	v le enorifiad		
VEF	RSUS Corporation	★ The defendant breached the condition of the lease described below for which re-entry is specified.     ★ Criminal activity or other activity has occurred in violation of G.S. 42-63 as specified below.						
Dan Williams	BEI mounorin Corbonation			KIY NAS OCCURRE IN VIC 1, dates, places and illegal activ		elow.		
1114 Millhous Drive					he date above through the he	aring date.		
Apt 1114								
CARY	NC 27513	4 The piglotiff has	e domondod nor	esseion of the promis	es from the defendant, who has re	fuend to currende		
County	Telephone No.			mmediate possession		10000 10 84116100		
WAKE Namo And Address Of Defendent 2	individual Corporation	5 Purcuent to G.S. A2-28 Plaintiff hereby amile any claim for rante or damages and is easiling assess						
		Description Of Any Property	Damage	····				
		Amount Of Demago (If Know \$ CLAIMS RE	•	Amount of Rent Unpaid \$ 1,195.0	Total Amount Due \$ POSSE	SSION ONLY		
County	Telaphone No.	6. Plaintiff therefor	re requests to be	put in possession of	the Premises.			
eme And Address Of Plaintiffs Atto	mey Or Ament	Date	•	кнеу/Agent (Type Or Print)	Signature Of Plaintiff/Attomey//	lgent		
Hans Dara		3/13/2018 CE	Hans Dara	AILEN COMPLAINT	SIGNED BY AGENT OF PLAINTIF	FIRST		
Loebsack & Brownlee, PLLC P.O. Box 78058					al knowledge of the facts alleged in			
Charlotte (919)792-1690	NC 28271	Date 3/13/2018	Name Cl Agent (Type	Or Print)	Signature Of Agent			

STATE OF NORTH CAR	DLINA				ilo No.	
WAKE	County					Court Of Justice ision - Small Claims
Plantific) Hudson Capital Weston LLC dba Cary Reserve at Weston					GISTRATE SUI PLURIES SUMMO	MMONS ONS (ASSESS FEE)
VERSUS			1		G	i.S. 1A-1, Rulo 4; 7A-217, -23;
Defendants) Dan Williams			Dato Or	ginal Summons Is.		
DQU AASIIIGUS			Date(s)	Subsequent Swnm	ora(es) issued	···
то			то			
Name And Address Of Defendant 1 Dan Williams 1114 Millhous Drive Apt 1114			Name A	o Attimas Of Defi	andeni 2	<del>-</del> , -
CARY	NC 2751:	3	<u> </u>			······
•	yourself agains of defense to the you file an answ nst the proof of	I the clain a claim, li wer, the pl	n stated in the off aintiff n magist	in the attach ice of the Cle just prove the rate may ente or Count	ed complaint. erk of Superior Cou e claim before the r	nt at any time before magistrate. nst you.
Name And Address Of Plaintiff or Plaintiff's Attentor Hudson Capital Weston LLC d/b/a Cary	<u> </u>		Date Isa			1001
1000 Heathmoor Ln	KESEI VE SI WESII	. ,	Signatur		2010	
Cary	NC 27513		Q	Deputy CSC	Assistant CSC	Clark Of Superior Court
	·					
AOC-CVN-100, Rev. 10/14 © 2014 Administrative Office of the Courts		{C	Pver)			PLAINTIEF EXHIBIT

EXHIBIT DEL

Line luft		STATE OF NOR	RTH CAROLINA					
COMP	LAINT	WAKE	County	In The General Co District Court Division				
	EJECTMENT!	1. The defendant is a	The defendant is a resident of the county named above.					
IN SUMMAKT	EDEC (MIEM)		red into possession of premises d		ntiff.			
	218, 7A-232; Ch. 42, Art. 3 and 7	Description Of Premises (Include L 1114 Millhous Drive, Apt 111		<del></del>	M Conventional Public Housing			
<b>lame And Address Of Plaintif</b> Hudson Capital Weston Li	rc ,	Rate Of Rent (tenant's share) (x) \$ 1195.00 Per		Date Lease or Possession Terminaled	Type Of Large			
iba Cary Reserve at Wes	ton		iled to pay the rent due on the abo	we date and the plaintiff made do	Orat K V/kita			
1000 Heathmoor Ln	_		)-day grace period before filing the		Hand for the ferr			
Cary	NC 27513	The lease period	ended on the above date and the	defendant is holding over after the	end of the lease			
ounty VAKE	Telephone No. (919)677-7887	period.						
	ISUS	The defendant bri	eached the condition of the lease	described below for which re-entry	y is specified.			
eme And Address Of Defendant 1	Individual   Corporation		or other activity has occurred in vio		elow.			
en Williams			tiviy (give names, datas, placas and illegal activi		ring data			
114 Millhous Drive	;	railule to pay monthi	ly rent when due/In full, from t	ie date apove through the hea	aring date.			
Npt 1114	}							
CARY	NC 27513	4. The plaintiff has den	manded possession of the premise	es from the defendant who has re	fused to surrend			
qualy	Telephone No.	it, and the plaintiff is	entitled to immediate possession.	,	inged in Stillion			
VAKE lame And Address Of Defendens 2	Individual   Corporation		2-28, Plaintiff hereby omits any cla y. Plaintiff reserves the right to se					
	<u> </u>	Description Of Any Property Dema	GP					
		Amount Of Damage (If Known)	Amount of Rent Unpeld	Total Amount Due	<del></del>			
		\$ CLAIMS RESERV			SSION ONLY			
ourky	Telephone No.	6. Plaintiff therefore rec	quests to be put in possession of t	ne Premises.				
eme And Address Of Plaintiff's Atlo	main De Ananco		e Of PlaintiffAttomey/Agent (Type Or Print)	Signature Of Plaintiff/Attorney/A	gent			
lans Dara			ns Dara					
oebsack & Browniee, PL	TC	GERIII	FICATION WHEN COMPLAINTS	IGNED BY AGEN! OF PLAINTIF	F			
O. Box 78058	;	I certify that I am an ag	gent of the plaintiff and have actua	I knowledge of the facts alleged in	this Complaint.			
Charlotte 919)792-1690	NC 28271	Dete   Name   Na	e Of Agent (Type Or Print)	Signature Of Agent				
ACC CVAL201 As Deviced by	Coursel for Plaintiff		(Over)					



STATE OF NORTH CAROLINA	IN THE GENERAL COURT OF JUSTICE
COUNTY OF WAKE	SUPERIOR COURT DIVISION CASE NO. 17-CVS-7995
JORDON HARGROVE, ZEIC APRIL 12 · A 12	: 35
Plaintiff,	
į	
v. )	
GRUBB MANAGEMENT, INC.;	Order
GRUBB FUND MANAGEMENT, LLC; ) GRUBB RESIDENTIAL )	
DEVELOPMENT FUND III, LLC; and ) GLENWOOD RALEIGH )	
APARTMENTS, LLC d/b/a STERLING )	
GLENWOOD APARTMENTS;	
Defendants.	

This matter, coming on to be heard and being heard during the March 20, 2018 civil session of Wake County Superior Court by the Honorable Judge A. Graham Shirley, II, sitting as a specially-designated judge pursuant to North Carolina General Rule of Practice 2.1, on Plaintiff Jordan' Hargrove's Motion for Partial Judgment on the Pleadings against Defendant Glenwood Raleigh Apartments, LLC d/b/a Sterling Glenwood Apartments ("Plaintiff's Motion") and on Defendants' Grubb Management, Inc., Grubb Fund Management, LLC, Grubb Residential Development Fund III, LLC, and Glenwood Raleigh Apartments, LLC d/b/a Sterling Glenwood Apartments's Motion for Judgment on the Pleadings ("Defendants' Motion").

Plaintiff was represented by Edward Maginnis of Maginnis Law, PLLC and Scott C. Harris of Whitfield, Bryson & Mason, LLP and Defendants were represented by Jonathan R. Reich of Womble Bond Dickinson (US), LLP.

After having reviewed the pleadings (and any attachments thereto), the Court's file, the motions submitted, and the briefs of the parties, and having taken into account the arguments of counsel, the Court finds that Plaintiff's Motion and Defendants' Motion present only a question of law. The Court finds that North Carolina General Statute §42-46(e), (f), (g) and (h) are unambiguous; the only fees that can be claimed by a landlord for filing a complaint for summary ejectment and/or money owed are set forth in §42-46.

By imposing and then collecting a fee of \$191 from Mr. Hargrove for reimbursement of the filing fees, attorney fees, and other fees reflected in N.C.G.S. §7A-305(a), Sterling violated N.C.G.S. §42-46. The Court further finds that attorney's fees can only be charged (or subsequently

awarded) on a note or evidence of indebtedness when an attorney is employed to actually collect on the evidence of indebtedness. Sterling could not claim an attorney's fee under N.C.G.S. §6-21.2 because it only sought possession by summary ejectment, and did not seek to collect any sums for unpaid rent. The Court also concludes that by imposing, and then collecting \$191 from Mr. Hargrove, Sterling violated N.C.G.S. §75-54.

IT IS HEREBY ORDERED, ADJUDGED, and DECREED that Plaintiff's Motion against Defendant Glenwood Raleigh Apartments, LLC d/b/a Sterling Glenwood Apartments is granted in its entirety. Plaintiff is entitled to partial judgment on the pleadings with regard to Sterling's liability under N.C.G.S. §42-46 and partial judgment on the pleadings on his claim under the North Carolina Debt Collection Act, N.C.G.S. §75-50 et seq. in that Sterling violated N.C.G.S. §75-54 on at least one occasion. Defendants' Motion is denied in its entirety.

This the 23 day of March, 2018.

THE HONORABLE A. GRAHAM SHIRLEY, II PRESIDING SUPERIOR COURT JUDGE

### GENERAL ASSEMBLY OF NORTH CAROLINA SESSION 2017



### SESSION LAW 2018-50 SENATE BILL 224

AN ACT TO ALLOW LANDLORDS TO RECOVER OUT-OF-POCKET EXPENSES IN SUMMARY EJECTMENT CASES...

The General Assembly of North Carolina cnacts:

**SECTION 1.1.(a)** G.S. 42-46(h)(3) reads as rewritten:

"(3) It is contrary to public policy for a landlord to put in a lease or claim any fee for filing a complaint for summary ejectment and/or money owed other than the ones expressly authorized by subsections (e) through (g) and (i) of this section, and a reasonable attorney's fee as allowed by law."

SECTION 1.1.(b) G.S. 42-46 is amended by adding two new subsections to read:

"(i) Out-of-Pocket Expenses. — In addition to the late fees referenced in subsections (a) and (b) of this section and the administrative fees of a landlord referenced in subsections (e) through (g) of this section, a landlord is also permitted to charge and recover from a tenant the following actual out-of-pocket expenses:

(1) Filing fees charged by the court.

(2) Costs for service of process pursuant to G.S. 1A-1. Rule 4 of the North Carolina Rules of Civil Procedure and G.S. 42-29.

Reasonable attorneys' fees actually incurred, pursuant to a written lease; not to exceed fifteen percent (15%) of the amount owed by the tenant, or fifteen percent (15%) of the monthly rent stated in the lease if the eviction is based on a default other than the nonpayment of rent.

(i) The out-of-pocket expenses listed in subsection (i) of this section are allowed to be included by the landlord in the amount required to cure a default."



SECTION 2. This act is effective when it becomes law.

In the General Assembly read three times and ratified this the 14<sup>th</sup> day of June, 2018.

- s/ Philip E. Berger
  President Pro Tempore of the Senate
- s/ Tim Moore Speaker of the House of Representatives

This bill having been presented to the Governor for signature on the 14<sup>th</sup> day of June, 2018 and the Governor having failed to approve it within the time prescribed by law, the same is hereby declared to have become a law. This 25<sup>th</sup> day of June, 2018.

s/ Karen Jenkins Enrolling Clerk