


NORTH CAROLINA  
GUILFORD COUNTY

FILED

IN THE GENERAL COURT OF JUSTICE  
SUPERIOR COURT DIVISION  
18 CVS 5691

DORIS ROBINSON, individually and on behalf  
of those similarly situated,

2018 JUN - 5 P 4: 01  
GUILFORD CO., C.S.C.  
Plaintiff, 

v.

3RD GROUP PROPERTIES, LLC, a Georgia  
limited liability company; AMERICAN  
UTILITY MANAGEMENT, INC., d/b/a AUM,  
INC., an ILLINOIS corporation; and  
MADISON GREENSBORO, LLC, a Georgia  
limited liability company.

**CLASS ACTION  
COMPLAINT**  
(JURY TRIAL DEMANDED)

Defendants.

Plaintiff, complaining of the Defendants, alleges and says:

**PRELIMINARY STATEMENT**

This class action arises from Defendants, individually and in combination, systematically overcharging the Plaintiff and others in the class for their use of water and sewer utilities. Defendants received inflated water and sewer utility usage payments and payments for illegal administrative fees from the Plaintiff and the class. To perpetrate their scheme, the Defendants represented to the Plaintiff and members of the class that they were entitled to charge the Plaintiff and class members inflated amounts for water and sewer usage and illegal administrative fees, and exerted unlawful pressure on the Plaintiff and the class to coerce Plaintiff and the class to pay those inflated and illegal charges without meaningful opportunity to question their validity. Plaintiff files this action individually and on behalf of those similarly situated in order that the Plaintiff and other members of the class recover money unlawfully paid to Defendants pursuant to their schemes as alleged herein, and other remedies as victims of the

Defendants' illegal acts, as provided by law.

### **PARTIES**

1. The Plaintiff, Doris Robinson, is a citizen and resident of Guilford County, North Carolina and brings this action in her name and on behalf of those similarly situated.

2. Defendant 3rd Group Properties, LLC ("3rd Group"), upon information and belief, is a limited liability company organized under the laws of the State of Georgia and is authorized to do business and at all times relevant hereto did business in, North Carolina, including Guilford County, North Carolina, and which has a principal office in Atlanta, Georgia.

3. Defendant American Utility Management, Inc., sometimes doing business in North Carolina as AUM, Inc. ("AUM"), upon information and belief, is a corporation organized under the laws of the State of Illinois that is authorized to conduct business in North Carolina, including Guilford County, North Carolina, and which has a principal office in Lombard, Illinois.

4. Defendant Madison Greensboro, LLC ("Madison Greensboro"), upon information and belief, is a limited liability company organized under the laws of the State of Georgia that regularly does business in, and at all times relevant hereto regularly did business in, North Carolina, including Guilford County, North Carolina, and which has a principal office in Atlanta, Georgia.

### **DEFENDANTS' BUSINESSES**

5. Defendant AUM is in the business of metering and measuring utility, mostly water and sewer, usage by individual units in multi-unit complexes, subsequently calculating an amount due from each such unit for utility service, preparing invoices for each such individual unit for money owed for utility service, and mailing invoices to utility users indicating that said users owe money for utility use.

6. Upon information and belief, AUM's clients are, among others, the owners or property managers of multi-unit residential real estate complexes.

7. The invoices prepared by AUM are directed to residential utility users, and instruct the utility users to pay the invoiced amounts to a specified third party (hereinafter the "Utility Collector").

8. Upon information and belief, for each property AUM serves, AUM's client at that property also acts as the Utility Collector for that property.

9. The Utility Collector collects the invoiced amount from each utility user at its property.

10. Upon information and belief, invoices that AUM prepares and delivers to utility service end-users include an amount billed for utility usage, plus an administrative fee (the "Administrative Fee") purportedly to compensate AUM for its services.

11. Upon information and belief, the Utility Collector pays some or all of the Administrative Fee directly to AUM.

12. Upon information and belief, at all times relevant to the matters described in this Complaint, Defendant Madison Greensboro and 3<sup>rd</sup> Group were in the business of leasing residential property to North Carolina individuals and families in multi-unit complexes.

13. Upon information and belief, during times relevant hereto Defendant Madison Greensboro has acted as a Utility Collector for third parties including AUM.

14. Upon information and belief, Defendant Madison Greensboro entered into an agreement with Defendant AUM whereby Defendant Madison Greensboro collected money due from its tenants in amounts established by AUM according to AUM's own metering and measurement of utility usage for each such user.

15. Upon information and belief, Defendants Madison Greensboro and 3<sup>rd</sup> Group do not independently meter or measure utility usage by persons from whom they collect money for utility usage.

16. The persons from whom Madison Greensboro collects money for utility usage are residential tenants in property owned by Madison Greensboro including but not limited to the Madison Woods apartments in Greensboro, Guilford County, North Carolina.

17. The utility users whose utility usage is metered, measured, and invoiced by AUM are residential tenants in property owned by Madison Greensboro.

18. Chapter 18 of the Rules promulgated by NCUC, titled "PROVISION OF WATER AND SEWER SERVICE BY LANDLORDS" (hereinafter "Chapter 18") by its terms "govern[s] charging for the costs of providing water or sewer utility service by a lessor to a lessee as authorized by G.S. 62-110(g)."

19. Pursuant NCUC Rule 18-1, a "Provider" is defined as "The lessor purchasing water or sewer utility service from a supplier and charging for the costs of providing the service or services to lessees. The provider shall be the owner of the residential premises served."

20. AUM, upon information and belief, is and was not the owner of residential premises, and accordingly at no time relevant hereto was a "Provider" of utility services as defined by Chapter 18 and was incapable of applying for, or being granted, a certificate of authority by the North Carolina Utilities Commission pursuant to N.C. Gen. Stat. sec. 62-110(g).

21. Upon information and belief, some time before March 20, 2015, Defendants Madison Greensboro, 3<sup>rd</sup> Group, and AUM entered into an agreement whereby AUM would charge Madison Greensboro's tenants for the purported cost of providing water and sewer services

to Madison Greensboro's lessees, including the Administrative Fee, and Madison Greensboro would collect AUM's charges from its tenants and thereafter pay the collected Administrative Fee, or a part of it, to AUM.

22. Upon information and belief, at some time around Defendant Madison Greensboro and Defendant AUM's agreement, Madison Greensboro sought a certificate of authority from the North Carolina Utilities Commission.

23. The statutes and rules governing landlord Utility Collectors in North Carolina allow a Utility Collector to collect administrative fees not exceeding \$3.75 per tenant plus the tenant's equal share of any base charge from the utility.

24. NCUC Rule 18-6(a), governing rates that a landlord can charge its tenants under Chapter 18, provides in relevant part:

The rates shall equal the cost of purchased water or sewer service (The usage rate charged by the provider shall equal the usage rate charged by the supplier.). A Commission-approved administrative fee not to exceed \$3.75 may be added to the cost of purchased water and sewer service to compensate the provider for meter reading, billing, and collection. A provider whose schedule of rates and fees does not include a separate base charge to the lessee may request approval of a pass through of the base charge from the supplier to be included in the administrative fee resulting in a request for approval by the provider of a total monthly administrative fee greater than \$3.75. With the exception of base charges approved before August 1, 2004, all charges other than the administrative fee shall be based on lessees' metered consumption of water.

25. Likewise, the form application for a certificate of authority that Defendant Madison Greensboro submitted to the NCUC (a true and correct copy of which is attached hereto as **Exhibit A**) stated: "(NOTE: NCUC Rule R18-6(a) specifies that no more than \$3.75 may be added to the cost of purchased water and sewer service as an administrative fee to compensate the provider for meter reading, billing, and collection. *An additional administration fee amount may be requested to compensate the provider for administrative fees imposed by the supplier.*)" (Emphasis added).

26. Nevertheless, paperwork filed by Defendant Madison Greensboro in connection with its application to the NCUC indicated that Defendants would impose administrative charges in excess of amounts allowed under law. A letter dated March 1, 2015 submitted to NCUC in connection with its application for a certificate of authority stated, in relevant part, as follows:

Per our submetering contract with AUM (American Utility Management), we would like to request approval to charge our residents \$3.75 for all AUM's and Madison Wood's services. Since we will be collecting payment from each resident at the property, we would like to request the additional cost above the cost of AUM's fees. This additional expense per bill will cover our expenses including:

- Generating and distributing notices to delinquent residents
- Answering resident questions regarding AUM billing program, current charges and outstanding balances (including final bills upon resident move out)

27. The NCUC, on or about April 6, 2015, approved Defendant Madison Greensboro's application for a certificate of authority. The NCUC's order, a true and correct copy of which is attached hereto as **Exhibit B**, also approved administrative charges of \$14.77 per tenant, based on NCUC's misapprehension that Madison Greensboro's request for additional administrative charges complied with applicable law and that \$11.02 represented only the per-tenant pass-through charge from the City of Greensboro for water and sewer service. The Order approved an administrative fee of "\$14.77 (consisting of \$3.75 for the Applicant's meter reading, billing, and collecting costs plus a pass through of Greensboro's \$11.02 base charge for water and sewer service)."

28. After Defendant Madison Greensboro and Defendant AUM's March 20, 2015, agreement, Madison Greensboro updated Plaintiff's residential lease to include a purported obligation to pay all water and sewer bills received from Madison Greensboro "or from Our [sic] billing agent" to Madison Woods Apartments in addition to "Total Monthly Rent[.]" and which

provided that Madison Greensboro or its agent would not use a tenant's failure to pay sub-metered water and sewer charges as a basis for terminating such tenant's lease or right of possession of the leased premises. The updated Lease signed by Plaintiff is attached hereto as **Exhibit C**.

29. Plaintiff's updated lease agreement is, upon information and belief, substantively similar to and typical of the agreements that the putative class members signed in this time frame.

30. By notice dated July 8, 2015, 3rd Group issued a notice to residential tenants of Madison Greensboro (the "Billing Practices Notice", attached hereto as **Exhibit D**), indicating that:

- a. "[E]ach resident will be responsible for paying their own water bill";
- b. "The water is billed through a company called AUM, not Madison Woods apartments";
- c. "Your water bill can be paid to our office and needs to be paid with your rent each month";
- d. "Rent will not be accepted if it does not include the full amount of your water bill";
- e. "Even though Madison Woods can accept water bill payments, we cannot change, correct, or analyze any water bills that may seem incorrect to the resident"; and
- f. "All billing questions should be directed to AUM" at the phone number for AUM given in the Billing Practices Notice.

31. After Defendant Madison Greensboro and Defendant AUM's March 20, 2015, agreement, Plaintiff, and upon information and belief, other Madison Greensboro residential tenants who failed to pay AUM invoices for water and sewer within the time frames demanded by Defendants, received a "Small Balance Due Notice" indicating that money was still owed to Madison Greensboro or to 3<sup>rd</sup> Group. An example of such a notice is attached hereto as **Exhibit**

E.

32. After Defendants Madison Greensboro and AUM entered into their March 20, 2015 agreement, Madison Greensboro and 3<sup>rd</sup> Group, as they had threatened in their Billing Practices Notice, refused to accept monthly rent payments from their residential tenants if those payments did not include the full amount of AUM invoices for water and sewer service, which invoices included the unlawfully excessive Administrative Fee.

33. After Defendant Madison Greensboro and Defendant AUM's March 20, 2015, agreement, Defendant Madison Woods and 3<sup>rd</sup> Group threatened and in fact prosecuted eviction of residential tenants based on a tenant's failure to pay AUM invoices for water and sewer service, which invoices included the Administrative Fee.

34. Defendant Madison Greensboro and 3<sup>rd</sup> Group issued the Billing Practices Notice and threatened to prosecute (and, in fact, did prosecute) evictions for non-payment of AUM invoices, upon information and belief, at all times relevant hereto.

35. AUM charged residential tenants for utility service and related administrative fees, including the Administrative Fee, and Defendants Madison Greensboro and 3<sup>rd</sup> Group collected AUM's charges from residential tenants occupying leased residential premises in North Carolina.

36. It is Defendants' practice to attempt to secure AUM's utility charges and the unlawfully excessive Administrative Fee by refusing to accept rent from tenants who do not timely pay them, under threat of eviction.

37. The amount AUM charges to residential tenants of Madison Greensboro for the use of water and sewer utility services, and correspondingly the amount Madison Greensboro collects from the tenants for AUM, is, upon information and belief, in the aggregate significantly more than the local government water and sewer provider typically charges for water and sewer utility



services.

38. Defendant AUM's inflated invoices are typically sent to residential tenants each month, and are consistently much higher than the typical charges a water and sewer utility user in Greensboro pays to the local government utility provider.

39. Defendant AUM claims that it has the right to charge residential tenants for water and sewer utility services, and the concomitant Administrative Fee, notwithstanding the fact that AUM is not a "Provider" under NCUC Chapter 18 and does not hold a certificate of authority to do so pursuant to N.C. Gen. Stat. § 62-110(g).

40. As an entity without a certificate of authority to charge residential tenants for water and sewer utility services, and the concomitant Administrative Fee, AUM would only have the right to measure and meter water and sewer utility usage, yet it actually charges residential tenants for water and sewer utility use and an Administrative Fee.

41. Plaintiff and members of the putative class have paid Defendants money in excess of lawful charges pursuant to Defendants' scheme.

#### **PLAINTIFF'S DEALINGS WITH DEFENDANTS**

42. On April 30, 2015, Plaintiff and Defendant Madison Greensboro entered into an new residential Lease agreement for Plaintiff's possession of the premises at 5521 Tomahawk Dr., Apt. G, Greensboro, NC 27410 (the "Leased Premises").

43. The new Lease provided for "Total Monthly Rent" payable by Plaintiff to Defendant Madison Greensboro's agent Madison Woods Apartments in the amount of \$759.00.

44. The Lease agreement provided that Plaintiff was obliged to pay Madison Woods Apartments the amount of all water and sewer charges invoiced to her by Defendant Madison Greensboro or its "billing agent," in addition to and separate from the "Total Monthly Rent[.]" and

also provided that Madison Greensboro or its agent would not use Plaintiff's failure to pay these sub-metered water and sewer charges as a basis for terminating Plaintiff's Lease or right of possession of the leased premises.

45. Beginning in or around June, 2015, Plaintiff received several invoices from AUM for her purported water and sewer utility usage, the monthly totals of which were approximately three times the typical water and sewer charges a water and utility service user in Greensboro, NC would pay if paying directly to the local water and sewer utility provider.

46. In or around June of 2015, Plaintiff began questioning the amount she was being charged for her water and sewer utility service, and asked Madison Greensboro or its agent to produce to Plaintiff Madison Greensboro's records of her daily or monthly water and sewer utility usage upon which her water and sewer utility charges were based.

47. Upon information and belief, the charges that Plaintiff received from AUM were substantially higher than what would be expected for a single individual provided water and sewer services in the City of Greensboro.

48. Defendant Madison Greensboro or its agent responded to this request by the Plaintiff by responding that although said agent contacted AUM with the Plaintiff's request, "I am not knowledgeable about how AUM keeps their records. I will however forward any information to you that I am able to obtain[,]” as shown in the e-mail attached hereto as **Exhibit F**.

49. Defendant Madison Greensboro did not provide Plaintiff with records showing how Plaintiff's allocated costs were calculated for water and sewer services upon request, and upon information and belief did not maintain records for a minimum of 12 months that demonstrate how each of its' lessees' allocated costs were calculated for water and sewer services.

50. On or about July 8, 2015, Plaintiff received the Billing Practices Notice from

Madison Greensboro or its agent.

51. On December 21, 2015, Plaintiff received the "Small Balance Due Notice" indicating that the Plaintiff owed Madison Greensboro or its agent \$273.58. Because Plaintiff had timely paid "Total Monthly Rent" in the amount of \$759.00 each month thereto, the amount demanded in the "Small Balance Due Notice" was comprised of disputed water and sewer utility charges and late fees attached thereto.

52. On or around January 4, 2016, while continuing to question the amount Plaintiff was being charged for water and sewer utility service, Plaintiff tendered her monthly rent for the month of January, 2016, in the amount of \$759.00, the Total Monthly Rent provided for in her Lease, without tendering payment for the charges invoiced to Plaintiff by AUM for purported water and utility service and administrative fees including the Administrative Fee ("Plaintiff's Rent Tender").

53. Defendant Madison Greensboro refused Plaintiff's Rent Tender and returned her check to her because Plaintiff's Rent Tender did not include payment for the charges invoiced to Plaintiff by AUM for purported water and utility service and administrative fees including the Administrative Fee.

54. After Plaintiff refused to pay the disputed utility charges, on or around January 21, 2016, 3rd Group and Madison Woods, consistent with their previous threats, filed a complaint in summary ejectment against Plaintiff based on failure to pay rent, seeking possession of the Leased Premises and seeking recovery of unpaid rent, late fees, attorneys' fees, filing fees, and \$309.34 of "Utilities" (the "Robinson Summary Ejectment").

55. Consistent with Defendants' threatened action, Defendants Madison Greensboro and 3<sup>rd</sup> Group prosecuted the Robinson Summary Ejectment to a hearing on February 10, 2016,

and despite Plaintiff Robinson's appearance and pro se arguments, Defendants Madison Greensboro and 3<sup>rd</sup> Group were awarded a judgment announced in open court for possession of the Leased Premises, terminating Plaintiff's possession thereof, and fees, courts costs, rent, and utility charges in the total amount of \$1,547.01. A copy of the filed Judgment is attached as **Exhibit G**.

56. Unable to further litigate the case, on February 10, 2016, Plaintiff Robinson submitted a cashier's check to Madison Woods for \$1,547.01. Madison Woods then agreed to not seek a writ of possession.

57. Defendants Madison Greensboro and 3<sup>rd</sup> Group were forbidden by the Lease with Plaintiff and by law from terminating Plaintiff's possession of the Leased Premises on the basis of Plaintiff's failure to pay water and sewer utility service charges and the Administrative Fee.

58. The judgment for possession awarded to the plaintiff in the Robinson Summary Ejectment has been vacated by consent of the parties to the Robinson Summary Ejectment. The consent order vacating said judgment is attached hereto as **Exhibit H**.

59. Plaintiff vacated the premises on or about May 26, 2016.

#### **CLASS ALLEGATIONS**

60. This is a class action brought pursuant to Rule 23 of the North Carolina Rules of Civil Procedure because questions of law and fact common to all members of the proposed class predominate over any questions affecting individual class members; because a class action lawsuit is superior to other available methods for fair and efficient adjudication of the controversy; and because final monetary relief is appropriate with respect to the class as a whole.

61. The proposed class is defined as all individuals in North Carolina to whom American Utility Management delivered invoices purporting to charge North Carolina water and

sewer utility users for the costs of metered water and sewer services, and administrative fees, and all individuals from whom Madison Greensboro, 3<sup>rd</sup> Group, or their affiliates, made efforts at collecting these invoiced amounts, in the four years before the filing of this action and up to and including the date of class certification.

62. Plaintiff's counsel estimate that the proposed class numbers from Madison Woods alone totals at least several hundred.

63. The questions of law and fact which are common to the class include whether the Defendants' actions: constitute unfair and deceptive trade practices; are prohibited acts by a debt collector; constitute a civil conspiracy, constitute violations of and/or aiding and abetting of Madison Greensboro, LLC, 3<sup>rd</sup> Group Properties, and American Utility Management's breach of duties of good faith and fair dealing, or are otherwise unlawful and void as against public policy.

64. Plaintiff is typical of the class. Defendants' practices pertinent to other action are, upon information and belief, substantively similar to those imposed on Plaintiff, class-wide.

65. This matter is appropriately handled as a class action because of the legal, geographic, and chronological scope of Defendants' conduct. If the class is not allowed to control this litigation, not only are the interests of the class members likely to be ignored, since their damages are relatively small in comparison to the cost of litigation and they are presently unaware of their legal rights, but the possibility of widely different legal results may occur.

66. Plaintiff is an adequate representative of the class because of the nature of her factual claims. Plaintiff is prepared to go forward with the litigation and act in the best interest of the class. Similarly, Plaintiff's counsel is experienced in class action litigation and are willing to go forward and act in the best interest of the proposed class.

67. Upon information and belief, no other litigation regarding Defendants' billing and

collection practices affecting North Carolina residents has been commenced against Defendants in North Carolina.

**FIRST CAUSE OF ACTION**  
**UNFAIR OR DECEPTIVE TRADE PRACTICES**

68. All paragraphs of the complaint are incorporated herein by reference.

69. Defendants' actions described herein were in or affecting commerce.

70. Defendant AUM and 3<sup>rd</sup> Group committed an unfair or deceptive trade practice when it charged the Plaintiff and similarly situated North Carolina residential tenants for water and sewer utility usage, although AUM did not hold a certificate of authority to do so pursuant to N.C. Gen. Stat. sec. 62-110(g).

71. Defendants AUM, Madison Greensboro, and 3<sup>rd</sup> Group committed unfair or deceptive trade practices when it charged the Plaintiff and similarly situated North Carolina residential tenants for water and sewer utility usage substantially in excess of the amounts an ordinary North Carolina residential tenant would be charged if he or she were billed directly by the local water and sewer utility service provider and, upon information and belief, substantially in excess of the amount the NCUC authorized Madison Greensboro to charge its tenants.

72. Defendant Madison Greensboro and 3<sup>rd</sup> Group, upon information and belief, committed unfair or deceptive trade practices when they collected from the Plaintiff and similarly situated North Carolina residential tenants AUM's administrative charges for water and sewer utility usage substantially in excess of amounts permitted by applicable law.

73. Defendants Madison Greensboro and 3<sup>rd</sup> Group committed an unfair or deceptive trade practice when they failed or refused to keep and provide records to the Plaintiff and similarly situated North Carolina residential tenants showing how each such tenant's allocated costs were allocated for water and utility services.

74. Defendant Madison Greensboro and, upon information and belief, its affiliates, committed an unfair or deceptive trade practice when it failed and refused to address resident concerns regarding charges to residents for water and sewer utility service, although Madison Greensboro collected said charges from residents and did so under threat of eviction. Defendant Madison Greensboro and 3<sup>rd</sup> Group committed unfair or deceptive trade practices when it collected AUM's fee from the Plaintiff and similarly situated North Carolina residential tenants.

75. Defendant Madison Greensboro and, upon information and belief, its affiliates, committed unfair or deceptive trade practices when it used the certificate of authority it held pursuant to N.C. Gen. Stat. sec. 62-110(g) to collect AUM's fee for AUM from the Plaintiff and similarly situated North Carolina residential tenants.

76. Defendants Madison Greensboro and 3<sup>rd</sup> Group, and, upon information and belief, their affiliates, committed unfair or deceptive acts or practices when it threatened not to accept rent payments from the Plaintiff and similarly situated North Carolina residents if the tendered rent payments did not include payment for invoiced water and sewer utility service charges.

77. Defendants Madison Greensboro and 3<sup>rd</sup> Group committed an unfair or deceptive act or practice when they treated the above-described refused tender as a tenant's failure to pay rent.

78. Defendant AUM committed an unfair or deceptive act or practice when it represented to Plaintiff and similarly situated class members that AUM was entitled to charge the Plaintiff and said class members for their water and sewer utility usage and the additional unlawfully excessive Administrative Fee over and above those charges.

79. Defendants committed an unfair or deceptive act or practice when they inflated the charges to Plaintiff and other members of the class, and threatened Plaintiff and other members of the class not to accept their rental payments if they did not pay the inflated charges.

80. Defendant AUM failed to inform Plaintiff and members of the class that AUM was not entitled to charge the Plaintiff and class members for their water and sewer utility usage, and the additional unlawfully excessive Administrative Fee, and such failures of disclosure were deceptive.

81. Defendants knew or should have known that the scheme described herein was unlawful, but nevertheless subjected the Plaintiff and similarly situated class members to the unlawful and unconscionable billing and collection practices at issue herein, entered into agreements with and otherwise conspired with each other, and followed one or other Defendant's instructions so that the Defendants could be paid more than they would otherwise receive in connection with Plaintiff's and the class members' water and sewer utility service usage.

82. Defendants' actions described herein constitute unfair or deceptive acts or practices in or affecting commerce.

83. Defendants' actions described herein offend established public policy and are immoral, unethical, oppressive, unscrupulous, or substantially injurious to consumers.

84. Defendants' practices are in violation of N.C. Gen. Stat. § 75-1.1, *et seq.*, and Plaintiff and the class members have been damaged thereby.

85. Plaintiff's and the class members' damages were proximately caused by the Defendants' unfair or deceptive acts or practices.



86. Defendants willfully engaged in the unfair or deceptive acts or practices alleged herein, and there is and was an unwarranted refusal by one or more of the Defendants to fully resolve the matter which constitutes the basis of this suit.

**SECOND CAUSE OF ACTION**  
**PROHIBITED ACTS BY DEBT COLLECTORS**

87. All paragraphs of the complaint are incorporated herein by reference.

88. Plaintiff and class members are consumers as defined by N.C. Gen. Stat. § 75-50(1).

89. AUM's charges to Plaintiff and class members are a debt as defined by N.C. Gen. Stat. § 75-50(2).

90. Plaintiff and class members are consumers as defined by N.C. Gen. Stat. § 75-50(1).

91. Madison Greensboro or its affiliates is a debt collector as defined by N.C. Gen. Stat. § 75-50(3).

92. Madison Greensboro's actions are unconscionable and violate various provision of the North Carolina Debt Collection Act including N.C. Gen. Stat. § 75-55(2), in that it repeatedly collected and attempted to collect from Plaintiff and class members charges, fees, and expenses incidental to the principal debt, including the Administrative Fee and AUM's Fee, when they were not legally entitled to such fees or charges.

93. Defendants Madison Greensboro and 3<sup>rd</sup> Group violated N.C. Gen. Stat. § 75-51(8) by threatening to take any action not permitted by law, when Madison Greensboro and 3<sup>rd</sup> Group threatened to refuse rents payments from its residential tenants if those payments did not include payment for water and sewer utility charges and used said refused rent payments as grounds for terminating its residential tenants' right to possession of their leased premises, and in other ways to be shown at trial.

94. Defendants Madison Greensboro and 3<sup>rd</sup> Group violated N.C. Gen. Stat. § 75-51(6) by threatening to take any action not permitted by law, when Madison Greensboro threatened to refuse rents payments from its residential tenants if those payments did not include payment for water and sewer utility charges and used said refused rent payments as grounds for terminating its residential tenants' right to possession of their leased premises, and in other ways to be shown at trial.

95. Defendants Madison Greensboro and 3<sup>rd</sup> Group violated N.C. Gen. Stat. § 75-54(2) by failing to disclose in all communications attempting to collect water and sewer utility charges that the purpose of such communication is to collect a debt.

96. Defendants AUM, Madison Greensboro, and 3<sup>rd</sup> Group or its affiliates knew or should have known that the scheme described herein was unlawful, but nevertheless subjected Madison Greensboro's, or its affiliates', residential tenants to the unlawful and unconscionable collection and eviction practices at issue herein, entered into agreements with and otherwise conspired with AUM, and followed AUM's instructions so that the Defendants could be paid more than they would otherwise receive for Plaintiff's and the class members' water and sewer utility service usage.

97. Defendants' actions entitle Plaintiff and class members to recover damages and civil penalties of no less than \$500 for each violation, pursuant to N.C. Gen. Stat. § 75-56.

**THIRD CAUSE OF ACTION**  
**CIVIL CONSPIRACY**

98. All paragraphs of the complaint are incorporated herein by reference.

99. Defendants Madison Greensboro and AUM came to an agreement to do an unlawful act or to do a lawful act in an unlawful way, resulting in injury to the Plaintiff and similarly situated class members, pursuant to a common scheme.

100. Defendants Madison Greensboro and AUM came to said agreement some time before March 20, 2015, and reduced their agreement to a signed writing on or around March 20, 2015.

101. By and through said agreements, Madison Greensboro and AUM combined to unlawfully do indirectly what AUM could not do directly, namely create an opportunity for AUM to overcharge North Carolina residential tenants for water and sewer utility usage and to procure some or all of the Administrative Fee and by charging said residential tenants for the same.

102. By their March 20, 2015, agreement, Defendants AUM and Madison Greensboro agreed that Madison Greensboro would collect the debts billed by AUM to Plaintiff and the class members, without regard to the methods by which such debt collection occurred and without exclusion of the unlawful methods ultimately used by Madison Greensboro.

103. Defendants Madison Greensboro and AUM came to an agreement to do the unlawful acts, or the lawful acts in unlawful ways, as those acts are alleged of the Defendants herein and in other ways to be shown at trial.

104. Defendants committed overt acts in furtherance of the conspiracy when:

- a. Madison Greensboro applied to the North Carolina Utilities Commission for a utility billing franchise as a lessor of residential real estate, pursuant to N.C. Gen. Stat. sec. 62-110(g), on March 10, 2015;
- b. AUM sent invoices to Madison Greensboro's residential tenants, including Plaintiff, indicating charges by AUM for water and sewer utility service and for the Administrative Fee.
- c. Madison Greensboro and 3<sup>rd</sup> Group represented that they would not accept rental payments from their residential tenants if those rental payments did not include

payment of AUM's billed charges for water and sewer utility service and Administrative Fee;

d. In other ways to be shown at trial.

105. Defendants Madison Greensboro and AUM's agreement to do an unlawful act or to do a lawful act in an unlawful way was pursuant to a common scheme.

106. Defendants Madison Greensboro and AUM's agreement to do an unlawful act or to do a lawful act in an unlawful way resulted in injury to the Plaintiff and similarly situated class members.

**FOURTH CAUSE OF ACTION**  
**UNJUST ENRICHMENT**

107. All paragraphs of the complaint are incorporated herein by reference.

108. The Defendants have been unjustly enriched by their activities and are not entitled to retain the monies that they have unjustly collected from Plaintiff and class members.

**FIFTH CAUSE OF ACTION**  
**RESTITUTION**

109. All paragraphs of the complaint are incorporated herein by reference.

110. Defendants have received money which belongs to Plaintiff and members of the proposed class and which in equity and good conscience Defendants ought to pay to Plaintiff and members of the proposed class, along with interest.

**SIXTH CAUSE OF ACTION**  
**CONSTRUCTIVE TRUST**

111. All paragraphs of the complaint are incorporated herein by reference.

112. A constructive trust should be imposed upon monies collected by Defendants from Plaintiff and members of the proposed class, and such amounts should be returned to Plaintiff and members of the proposed class, along with interest.

**SEVENTH CAUSE OF ACTION**  
**BREACH OF DUTY OF GOOD FAITH AND FAIR DEALING/AIDING AND**  
**ABETTING BREACH OF DUTY OF GOOD FAITH AND FAIR DEALING**

113. All paragraphs of the complaint are incorporated herein by reference.

114. One or more of the Defendants, at all times relevant hereto, combined to contract with the Plaintiff and class members to provide water to Madison Greensboro's, or its affiliates', residential tenants.

115. Defendants owed a duty of good faith and fair dealing to those persons whom it charged for water and sewer utility usage, including but not limited to the Plaintiff and class members, and Defendant Madison Greensboro's, or its affiliates', residential tenants.

116. Defendants violated their duty, aided and abetted breaches of that duty, exploited the members of the class, and knowingly exposed them to their unlawful charges and actions.

**EIGHTH CAUSE OF ACTION**  
**PUNITIVE DAMAGES**

117. All paragraphs of the complaint are incorporated herein by reference.

118. The Defendants are liable for compensatory damages, as pleaded hereinabove.

119. The Defendants' willful or wanton conduct was present and accompanied all of the Defendants' acts alleged herein, and their willful or wanton conduct was related to the injury for which Plaintiff and class members seek compensatory damages.

120. Upon information and belief, the officers, directors, or managers of the Defendants participated in or condoned the Defendants' willful and wanton conduct.

**WHEREFORE**, Plaintiff, for herself and the class members, prays for the following relief, which includes claims for monetary relief in excess of \$25,000.00, from Defendants, jointly and severally:

a. That the Court order that this action shall proceed as a class action;

b. That Plaintiff and class members recover from Defendants amounts unlawfully charged and collected by Defendants;

c. That Plaintiff and class members who have been subjected to Defendant Madison Greensboro's, or its affiliates', unlawful debt collection practices shall have and recover no less than \$500 for each such violation pursuant to N.C. Gen. Stat. § 75-56;

d. That all damages be trebled pursuant to N.C. Gen. Stat. § 75-16.2;

e. That the Plaintiff and class members recover punitive damages as allowed by law;

f. That costs including Plaintiff's attorney's fees be taxed to Defendants;

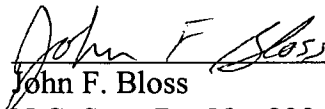
g. That all class members recover prejudgment interest at the legal rate on compensatory damages;

h. That the Court grant a trial by jury on all issues of fact; and

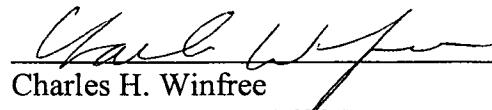
i. That the Court grant such other and further relief as may be just and proper.

Respectfully submitted, this the 5 day of June, 2018.

HIGGINS BENJAMIN, PLLC  
301 North Elm Street, Ste. 800  
Greensboro, NC 27401  
Telephone: 336-273-1600  
Facsimile: 336-274-4650  
jbloss@greensborolaw.com  
fberry@greensborolaw.com

  
John F. Bloss  
N.C. State Bar No. 23947  
Frederick L. Berry  
N. C. State Bar No. 9696

THE LAW OFFICES OF CHARLES WINFREE  
100 S. Elm St., Ste. 430  
Greensboro, NC 27401  
Telephone: 336-273-8998  
Facsimile: 336-272-3065  
chwinfree@adamswinfreelaw.com  
rjaouhari@adamswinfreelaw.com

  
Charles H. Winfree  
N.C. State Bar No. 16895  
R. Robert El-Jaouhari  
N.C. State Bar No. 49184

*Attorneys for Plaintiff*

**EXHIBIT A**

FILED

MAR 10 2015

OFFICIAL COPY

Clerk's Office  
N.C. Utilities Commission

DOCKET NO. WR- 1783 SubD

FILING FEE RECEIVED 25.00

BEFORE THE NORTH CAROLINA UTILITIES COMMISSION

APPLICATION FOR CERTIFICATE OF AUTHORITY TO CHARGE FOR WATER AND/OR SEWER SERVICE UTILIZING  
THE HOT WATER CAPTURE, COLD WATER ALLOCATION METHOD AND FOR APPROVAL OF RATES FOR  
APARTMENT COMPLEXES AND MANUFACTURED HOME PARKS

INSTRUCTIONS

If additional space is needed, supplementary sheets may be attached. If any section does not apply, write "not applicable".

APPLICANT

1. Name of owner Madison Greensboro, LLC  
2. Business mailing address of owner 5505 Tomahawk Drive #A  
City and state Greensboro, NC Zip code 27410  
3. Business telephone number 336-854-1167 Business fax number 336-294-5913  
4. Business email address pmmadison@3rdgroupproperties.com

PROPOSED UTILITY SERVICE AREA

5. Name of Apartment Complex or Manufactured Home Park Madison Woods  
6. Date construction completed \_\_\_\_\_ 7. County (or counties) Gulford  
8. Type of Service (Water and/or Sewer) Water & Sewer  
9. Supplier of purchased water City of Greensboro  
10. Supplier of purchased sewage treatment City of Greensboro  
11. Number of customers - Water 180 Sewer 180  
12. Number of customers that can be served (including present customers, vacant units or lots, etc.):  
Water 180 Sewer 180  
13. For manufactured home parks, are all lots to be served owned by the Applicant? (yes or no) \_\_\_\_\_

PROPOSED RATES

(Amount Applicant Proposes to Charge)

14. Water usage rate (not to exceed supplier's unit consumption rate): \$2.55  
15. Sewer usage rate (not to exceed supplier's unit consumption rate): \$3.16  
16. Are the usage rates listed above per ccf or per 1,000 gallons? CCF  
17. Monthly administrative fee: \$14.78  
(NOTE: NCUC Rule R18-6(a) specifies that no more than \$3.75 may be added to the cost of purchased water and sewer service as an administrative fee to compensate the provider for meter reading, billing, and collection. An additional administration fee amount may be requested to compensate the provider for administrative fees imposed by the supplier )  
18. Bills past due \_\_\_\_\_ days after billing date (NCUC Rule R18-7(d) specifies that bills shall not be past due less than twenty-five (25) days after billing date).

PERSONS TO CONTACT

- |   | NAME                         | ADDRESS                              | TELEPHONE           |
|---|------------------------------|--------------------------------------|---------------------|
| 19. Management Company  | <u>Todd Chandler</u>         | <u>6300 Powers Ferry Rd.</u>         | <u>678-214-2927</u> |
| 20. Complaints or Billing   | <u>American Utility Mgt.</u> | <u>St. 600-298 Atlanta, Ga 30339</u> |                     |
| 21. Emergency Service   | <u>Property Mgr.</u>         | <u>5505 Tomahawk Dr. #A</u>          | <u>336-854-1167</u> |
| 22. Filing and Payment of Regulatory Fees to Utilities Commission | <u>Todd Chandler</u>         | <u>Greensboro, NC 27410</u>          |                     |
|   |                              | <u>6300 Powers Ferry Rd.</u>         | <u>678-250-3756</u> |
|   |                              | <u>Suite 600-298</u>                 |                     |
|   |                              | <u>Atlanta, Ga 30339</u>             |                     |



**REQUIRED EXHIBITS**

1. If the Applicant is a corporation, LLC, LP, etc., enclose a copy of the certification from the North Carolina Secretary of State (Articles of Incorporation or Application for Certificate of Authority for Limited Liability Company, etc.). **(Must match name on Line 1 of application.)**
2. If the Applicant is a partnership, enclose a copy of the partnership agreement. **(Must match name on Line 1 of application.)**
3. Enclose a copy of a Warranty Deed showing that the Applicant has ownership of all the property necessary to operate the utility. **(Must match name on Line 1 of application.)**
4. Enclose a vicinity map showing the location of the apartment complex or manufactured home park in sufficient detail for someone not familiar with the county to locate the apartment complex or manufactured home park. (A county road map with the apartment complex or manufactured home park outlined is suggested.)
5. Enclose maps of the apartment complex or manufactured home park in sufficient detail to show the layout of streets, apartment buildings or manufactured home lots, and water and/or sewer mains.
6. Enclose a copy of the supplier's schedule of rates that will be charged to the provider for purchased water.
7. Enclose a copy of the supplier's schedule of rates that will be charged to the provider for purchased sewage treatment.
8. Enclose a copy of any agreements or contracts that the Applicant has entered into covering the provision of billing and collecting and meter reading services to the apartment complex or manufactured home park.
9. If the provider is requesting to include the supplier's administrative fee in its administrative fee, enclose an exhibit listing the master meters serving the apartment complex or mobile home park, indicating for each master meter the size of the meter. Apartment complexes should also indicate the number of apartment buildings served by the meter, and the number of apartments in each apartment building.
10. Enclose documentation that substantiates the date of construction completion listed on line 6 of the application.

**FILING INSTRUCTIONS**

11. Submit one (1) original application with required exhibits and **original notarized signature**, plus seven (7) additional collated copies to: [USPS address] **Chief Clerk's Office, North Carolina Utilities Commission, 4325 Mail Service Center, Raleigh, North Carolina 27699-4325**, or [overnight delivery at street address] **Chief Clerk's Office, North Carolina Utilities Commission, 430 North Salisbury Street, Raleigh, North Carolina 27603**. Provide a self-addressed stamped envelope, plus an additional copy, if a file-stamped copy is requested by the Applicant.
12. Enclose a filing fee as required by G. S. §62-300. A Class A company (annual revenues of \$1,000,000 or more) requires a \$250 filing fee. A Class B company (annual revenues between \$200,000 and \$1,000,000) requires a \$100 filing fee. A Class C company (annual revenues less than \$200,000) requires a \$25 filing fee. **MAKE CHECK PAYABLE TO N.C. DEPARTMENT OF COMMERCE/UTILITIES COMMISSION.**

**SIGNATURE**

13. Application shall be signed and verified by the Applicant.

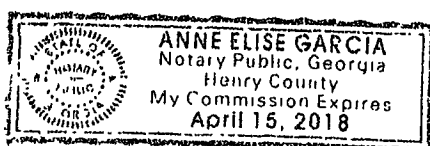
Signature



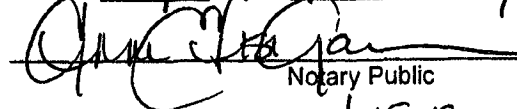
Date

2/27/15

14. (Typed or Printed Name) DANIEL MALINO  
personally appearing before me and, being first duly sworn, says that the information contained in this application and in the exhibits attached hereto are true to the best of his/her knowledge and belief.



This the 27<sup>th</sup> day of February, 2015



Notary Public

My Commission Expires: 4-15-18

Date



# NCUC Master Meter Exhibit

## Property Information

Property Name: Madison Woods

City: Greensboro

County: Guilford

Number of Units: 180

Water Tier Calc Type: Single Rate

Water Bill Period: Monthly

Sewer Tier Calc Type: Single Rate

Sewer Bill Period: Monthly

## Monthly Admin Fee

Total Fixed Charge:	\$1,985.00
Monthly Fixed Charge:	\$1,985.00
Fixed Charge per Unit:	\$11.03
Total Billing Fee:	\$3.75
<b>Total monthly Admin Fee:</b>	<b>\$14.78 /Month</b>



## NCUC Master Meter Exhibit

### Monthly Admin Fee Calculation

New Docket:

5524 Tomahawk Dr	410-1333.301	18459519	32	2"	\$	111.00	\$	111.00
5516 Tomahawk Dr	410-1334.301	0814098	12	1 1/2"	\$	66.50	\$	66.50
5512 Tomahawk Dr	410-1335.301	18314939	common	1"		common		common
5504 12 Tomahawk Dr	410-1336.301	0714838	40	3"	\$	222.00	\$	222.00
5505 Tomahawk Dr	410-1337.301	9400445	48	4"	\$	349.00	\$	349.00
5521 25 Tomahawk Dr	410-1338.301	403773	32	2"	\$	111.00	\$	111.00
5519 Tomahawk Dr	410-1339.301	18416147	common	1"		common		common
5519 Tomahawk Dr	410-1340.301	18416356	common	1"		common		common
5501 Tomahawk Dr	410-1341.301	0814100	8	1 1/2"	\$	66.50	\$	66.50
5503 Tomahawk Dr	410-1342.301	0814113	8	1 1/2"	\$	66.50	\$	66.50
Total:			180			\$992.50		\$992.50

**WATER AND WASTEWATER RATES***Effective July 1, 2014***Rates Inside City Limits**

A billing and availability fee is charged for each service provided based on meter size. Volume charges for water and sewer are based on the amount of water used.

1 unit = 748 gallons

**Residential Rates****Billing and Availability Fees:****METER SIZE**

5/8" \$3.27 per month

3/4" \$5.26 per month

**WATER VOLUME CHARGES - DOMESTIC METER**

Up to 3 units \$1.78 per unit

4th through the 10th unit \$2.55 per unit

11th through the 20th unit \$3.21 per unit

21st and greater units \$4.43 per unit

**WATER VOLUME CHARGES - SPRINKLER METER**

All units \$4.43 per unit

**SEWER VOLUME CHARGES**

All units \$3.16 per unit

**Non-Residential Rates****Billing and Availability Fees:****METER SIZE**

5/8" \$3.27 per month

3/4" \$5.26 per month

1" \$16.60 per month

**METER SIZE**

1 1/4"	\$40.00 per month
1 1/2"	\$66.50 per month
2"	\$111.00 per month
3"	\$222.00 per month
4"	\$349.00 per month
6"	\$665.00 per month
8"	\$1,070.00 per month

**WATER VOLUME CHARGES**

All units      \$2.55 per unit

**SEWER VOLUME CHARGES**

All units      \$3.16 per unit

**Rates Outside City Limits**

A billing and availability fee is charged for each service provided based on meter size. Volume charges for water and sewer are based on the amount of water used.

**1 unit = 748 gallons**

**Residential Rates****Billing and Availability Fees:****METER SIZE**

5/8"	\$7.86 per month
3/4"	\$12.60 per month

**WATER VOLUME CHARGES - DOMESTIC METER**

up to 3 units	\$4.24 per unit
4th through the 10th unit	\$6.11 per unit
11th through the 20th unit	\$7.61 per unit
21st and greater units	\$10.61 per unit

**WATER VOLUME CHARGES - SPRINKLER METER**

All units                \$10.61 per unit

**SEWER VOLUME CHARGES**

All units        \$7.48 per unit

**Non-Residential Rates**

**Billing and Availability Fees:**

**METER SIZE:**

5/8" \$7.86 per month  
3/4" \$12.60 per month  
1" \$40.00 per month  
1 1/4" \$95.00 per month  
1 1/2" \$160.00 per month  
2" \$265.00 per month  
3" \$529.00 per month  
4" \$834.00 per month  
6" \$1,588.00 per month  
8" \$2,554.00 per month

**WATER VOLUME CHARGES:**

All units        \$6.11 per unit

**SEWER VOLUME CHARGES:**

All units        \$7.48 per unit

March 1, 2015

North Carolina Utilities Commission  
4325 Mail Service Center  
Raleigh, NC 17699-4325

RE: Administrative Fee Request, Madison Woods

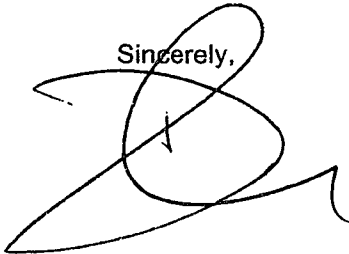
Dear Sir or Madam:

Per our submetering contract with AUM (American Utility Management), we would like to request approval to charge our residents \$3.75 for all AUM's and Madison Wood's services. Since we will be collecting payment from each resident at the property, we would like to request the additional cost above the cost of AUM's fees. This additional expense per bill will cover our expenses including:

- Generating and distributing notices to delinquent residents
- Answering resident questions regarding AUM billing program, current charges and outstanding balances (including final bills upon resident move out)

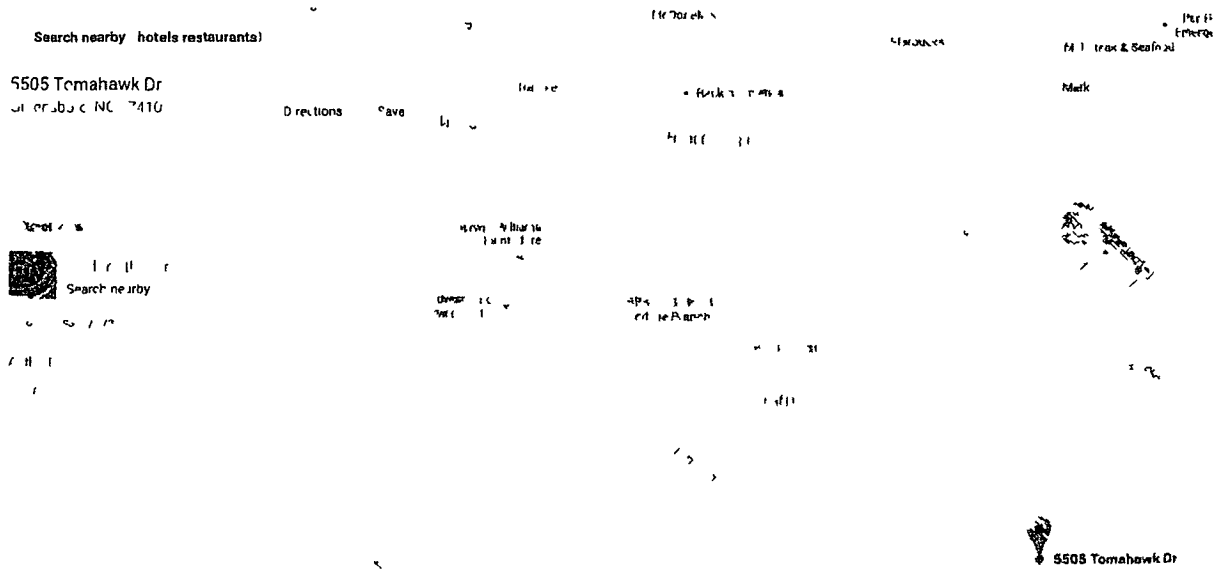
Please let me know if you need any additional information regarding this request.

Sincerely,

A handwritten signature in black ink, consisting of a large, stylized 'S' or 'B' shape with a horizontal line extending to the right.

When the application package is submitted to the NCUC, AUM will track its progress and notify you of any comments or further requirements from the NCUC. Applications are typically approved within 30 days from complete submittal. Incomplete submittals will cause delays. AUM will also notify you once the NCUC grants Authorization and will take the necessary steps to proceed with the billing process.





Map data ©2015 Google 200 ft

C201422500225

SOSID: 1396728

Date Filed: 8/20/2014 12:56:00 PM

Elaine F. Marshall

North Carolina Secretary of State

C2014 225 00225

*State of North Carolina*  
*Department of the Secretary of State*

**APPLICATION FOR CERTIFICATE OF AUTHORITY  
FOR LIMITED LIABILITY COMPANY**

Pursuant to §57D-7-03 of the General Statutes of North Carolina, the undersigned limited liability company hereby applies for a Certificate of Authority to transact business in the State of North Carolina, and for that purpose submits the following:

1. The name of the limited liability company is Madison Greensboro, LLC

and if the limited liability company name is unavailable for use in the State of North Carolina, the name the limited liability company wishes to use is \_\_\_\_\_

2. The state or country under whose laws the limited liability company was formed is Georgia

3. Principal office information: (Select either a or b.)

a. ☒ The limited liability company has a principal office.

The principal office telephone number: 770-984-2029

The street address and county of the principal office of the limited liability company is:

Number and Street: 6445 Powers Ferry Road, Suite 350

City: Atlanta State: GA Zip Code: 30339 County: Fulton

The mailing address, if different from the street address, of the principal office of the corporation is:

Number and Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ County: \_\_\_\_\_

b. ☐ The limited liability company does not have a principal office.

4. The name of the registered agent in the State of North Carolina is: CT Corporation SYSTEM

5. The street address and county of the registered agent's office in the State of North Carolina is:

Number and Street: 150 Fayetteville Street, Box 1011

City: Raleigh State: NC Zip Code: 27601 County: Wake

6. The North Carolina mailing address, if different from the street address, of the registered agent's office in the State of North Carolina is:

Number and Street: \_\_\_\_\_

City: \_\_\_\_\_ State: NC Zip Code: \_\_\_\_\_ County: \_\_\_\_\_

CORPORATIONS DIVISION  
(Revised January 2014)

P.O. BOX 29622

RALEIGH, NC 27626-0622  
(Form L-09)

APPLICATION FOR CERTIFICATE OF AUTHORITY  
Page 2

7. The names, titles, and usual business addresses of the current company officials of the limited liability company are:  
(use attachment if necessary)

<u>Name and Title</u>	<u>Business Address</u>
Madison Manager, LLC	6445 Powers Ferry Road, Suite 350, Atlanta, GA 30339

8. Attached is a certificate of existence (or document of similar import), duly authenticated by the secretary of state or other official having custody of limited liability company records in the state or country of formation. **The Certificate of Existence must be less than six months old. A photocopy of the certification cannot be accepted.**
9. If the limited liability company is required to use a fictitious name in order to transact business in this State, a copy of the resolution of its managers adopting the fictitious name is attached.

10. (Optional): Please provide a business e-mail address:

Privacy Redaction

The Secretary of State's Office will e-mail the business automatically at the address provided above at no cost when a document is filed. **The e-mail provided will not be viewable on the website.** For more information on why this service is offered, please see the instructions for this document.



11. This application will be effective upon filing, unless a delayed date and/or time is specified: \_\_\_\_\_

This the \_\_\_\_ day of \_\_\_\_\_, 20\_\_

Madison Greensboro, LLC

Name of Limited Liability Company

Signature of Company Official

DANIEL J. MARINO, VICE PRESIDENT OF MADISON MANAGER, LLC  
Type or Print Name and Title

Notes:

1. **Filing fee is \$250.** This document must be filed with the Secretary of State.

CORPORATIONS DIVISION  
(Revised January 2014)

P.O. BOX 29622

RALEIGH, NC 27626-0622  
(Form L-09)

# STATE OF GEORGIA

Secretary of State  
Corporations Division  
313 West Tower  
#2 Martin Luther King, Jr. Dr.  
Atlanta, Georgia 30334-1530

CONTROL NUMBER : 14063001  
DATE INC/AUTH/FILED : June 25, 2014  
JURISDICTION : Georgia  
PRINT DATE : August 12, 2014

## CERTIFICATE OF EXISTENCE

I, Brian P. Kemp, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that

Madison Greensboro, LLC  
A Domestic Limited Liability Company

was formed in the jurisdiction stated above or was authorized to transact business in Georgia on the above date. Said entity is in compliance with the applicable filing and annual registration provisions of Title 14 of the Official Code of Georgia Annotated and has not filed articles of dissolution, certificate of cancellation or any other similar document with the office of the Secretary of State.

This certificate relates only to the legal existence of the above-named entity as of the date issued. It does not certify whether or not a notice of intent to dissolve, an application for withdrawal, a statement of commencement of winding up or any other similar document has been filed or is pending with the Secretary of State.

This certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence that said entity is in existence or is authorized to transact business in this state.



*B. P. Kemp*

Brian P. Kemp  
Secretary of State

Tracking #: i2EIxdHS



# NORTH CAROLINA

## Department of the Secretary of State

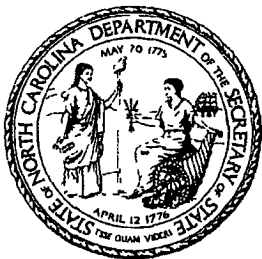
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### CERTIFICATE OF AUTHORITY

I, Elaine F. Marshall, Secretary of State of the State of North Carolina, do hereby certify  
that

**MADISON GREENSBORO, LLC**

having filed on this date an application conforming to the requirements of the General  
Statutes of North Carolina, a copy of which is hereto attached, is hereby granted  
authority to transact business in the State of North Carolina.



Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set  
my hand and affixed my official seal at the City  
of Raleigh, this 20th day of August, 2014.

*Elaine F. Marshall*

Secretary of State

Document Id: C201422500225

Verify this certificate online at [www.secretary.state.nc.us/verification](http://www.secretary.state.nc.us/verification)

BK: R 7629  
PG: 2437-2441  
RECORDED  
09-03-2014  
10:04:14 AM  
BY JUDY GURGESS  
DEPUTY-GB



2014044476  
GUILFORD COUNTY, NC  
JEFF L. THIGPEN  
REGISTER OF DEEDS

NC FEE \$28.00  
STATE OF NC  
REAL ESTATE  
EXTX \$14000.00

**NORTH CAROLINA SPECIAL WARRANTY DEED**

**P/U Tuggle (WGB)**

**Excise Tax: \$14,000.00**

**Parcel Identifier No. 0041530**

**Verified by \_\_\_\_\_ County on the \_\_\_\_ day of \_\_\_\_\_, 2013.**

**By: \_\_\_\_\_**

**Mail/Box to: Fidelity National Title Insurance Company, Attn: Erika Peeke, 5565 Glenridge Connector, Suite 300, Atlanta, Georgia 30342**

**This instrument was prepared by: William R. Purcell, II (NC Bar # \_\_\_\_\_), Law Office of William R. Purcell, II, PLLC, Post Office Box 1567, Laurinburg, North Carolina 28352**

**Brief description for the Index: Madison Woods, Apartments located in Greensboro, NC, containing approximately 14.659 acres**

**THIS DEED made this 28th day of August, 2014, by and between**

**GRANTOR**

**MADISON WOODS APARTMENTS, LLC  
a North Carolina limited liability company  
10243 Old Wire Road  
Post Office Box 1167  
Laurel Hill, North Carolina 28351**

**GRANTEE**

**MADISON GREENSBORO, LLC,  
a Georgia limited liability company  
6445 Powers Ferry Road, Suite 350  
Atlanta, Georgia 30339**

**Enter in appropriate block for each Grantor and Grantee: name, mailing address, and, if appropriate, character of entity, e.g. corporation or partnership.**

**The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.**

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of Greensboro, Guilford County, North Carolina and more particularly described as follows:

SEE ATTACHED EXHIBIT A

The property hereinabove described was acquired by Grantor by instruments recorded in Book 6453, Page 662; Book 6453, Page 665; Book 4863, Page 134; Book 4863, Page 131; Book 4863, Page 128; Book 4863, Page 125; Book 4863, Page 122; Book 4863, Page 119; Book 4863, Page 116; and Book 4863, Page 113; and Book 4863, Page 110, Guilford County Register of Deeds.

All or a portion of the property herein conveyed \_\_\_\_ includes or X does not include the primary residence of a Grantor.

A map showing the above described property is recorded in Plat Book 38 page 56.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, other than the following exceptions:

1. Taxes and assessments for the year 2014 and subsequent years, not yet due and payable.
2. Matters shown by Plat recorded at Plat Book 38, Page 56, Guilford County Registry.
3. Rights of residential tenants, as tenants only, in possession under unrecorded residential leases for a duration of less than three (3) years.
4. Right of Way/Easement to City of Greensboro recorded in Book 4323, Page 1556, Guilford County Registry.
5. Time Warner Cable Service Agreement in favor of Time Warner Entertainment-Advance/Newhouse Partnership d/b/a Time Warner Cable of Greensboro recorded Book 6814, Page 250, Guilford County Registry.
6. Sanitary Sewer Line Easement recorded in Book 6844, Page 1543, Guilford County Registry.
7. Matters set forth on that certain Survey of the property prepared by Kim R. Lilly of Regional Land Surveyors, Inc., dated June 23, 2014, last revised 9/22/14, 2014, bearing Job Number 745.01.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

MADISON WOODS APARTMENTS, LLC,  
a North Carolina limited liability company

(Entity Name)

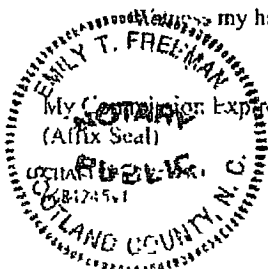
By: James L. Morgan, Jr.

Print/Type Name & Title: James L. Morgan, Jr., Member Manager

State of North Carolina - City of Laurinburg -

I, the undersigned Notary Public at-large of the State aforesaid, certify that James L. Morgan, Jr., as Member Manager of MADISON WOODS APARTMENTS, LLC, a North Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and Notarial stamp or seal this 26th day of August, 2014.



Emily T. Freeman  
Notary Public  
Notary's Printed or Typed Name

EXHIBIT A  
[DESCRIPTION OF THE LAND]

Lying and being situate in Guilford County, North Carolina, and being more particularly described as follows:

TRACT 1

Beginning at a new iron pin on the east sixty foot (60') margin of Dolley Madison Road, being the southwest corner of a parcel of land recorded in Deed Book 2238 at Page 245; thence S 84°08'00" E along said Deed Book 2238 at Page 245 a distance of 202.06 feet to an existing iron pipe at the southwest corner of Madison Woods Subdivision, Block B, lot 15 as recorded in Plat Book 40 at Page 1; thence along the southerly and westerly boundary line of said Madison Woods Subdivision the following four (4) courses: 1) S 80°23'02" E a distance of 322.51 feet to an existing iron pipe; 2) S 46°19'34" E a distance of 64.93 feet to an existing iron pipe; 3) S 23°43'26" E a distance of 177.76 feet to a new iron pipe; 4) S 04°01'58" E a distance of 186.13 feet to an existing iron pipe at the north margin of Tomahawk Drive; thence along the northern fifty foot (50') margin of Tomahawk Drive the following four (4) courses: 1) thence along a curve to the left with a radius of 426.91 feet, an arc distance of 158.40 feet and a chord bearing and distance of S 75°02'05" W, 157.49 feet to an existing iron pipe also being a point of reverse curvature; 2) thence along a curve to the right with a radius of 171.83 feet, an arc distance of 211.79 feet and a chord bearing and distance of N 80°17'02" W, 198.64 feet to an existing iron pipe also being a point of reverse curvature; 3) thence along a curve to the left with a radius of 424.23 feet, an arc distance of 250.04 feet and a chord bearing and distance of N 61°51'28" W, 246.43 feet to an existing iron pipe; 4) N 78°44'33" W a distance of 153.09 feet to an existing iron pipe at said eastern margin of Dolley Madison Road; thence along said eastern margin N 11°09'05" E a distance of 335.21 feet to the Point of Beginning, containing 6.005 acres.



TRACT 2

Beginning at an existing iron pipe at the intersection of the eastern sixty foot (60') margin of Dolley Madison Road and the southern fifty foot (50') margin of Tomahawk Drive; thence along said southern margin of Tomahawk Drive the following four (4) courses: 1) S 78°44'33" E a distance of 153.00 feet to an existing iron pipe; 2) thence along a curve to the right with a radius of 374.23 feet, an arc distance of 220.57 feet and a chord bearing of S 61°51'28" E, 217.39 feet to an existing iron pipe also being a point of reverse curvature; 3) thence along a curve to the left with a radius of 221.83 feet, an arc distance of 273.42 feet and a chord bearing and distance of S 80°17'02" E, 256.44 feet to an existing iron pipe also being a point of reverse curvature; 4) thence along a curve to the right with a radius of 376.91 feet, an arc distance of 139.58 feet and a chord bearing and distance of N 75°00'52" E, 138.78 feet to an existing iron pipe at the northwestern corner of Madison Woods Subdivision, Block C, lot 13 as recorded in Plat Book 40 at Page 1; thence along the westerly boundary line of said Madison Woods Subdivision the following three (3) courses: 1) S 04°01'58" E a distance of 230.58 feet to an existing iron pipe; 2) S 20°54'08" E a distance of 159.92' to an existing iron pipe; 3) S 06°17' 05" W a distance of 225.49' to an existing iron pipe at the northeastern corner of a parcel of land recorded in Deed Book 5184 at Page 1990; thence N 83°59'22" W a distance of 224.35' to a new iron pipe at the northeast corner of Sandra Kay Cathey Roseborough & Timothy E. Roseborough as recorded in Deed Book 7312 at Page 1767; thence N 60°05'00" W along said Roseborough a distance of 289.51 feet to an existing iron pipe; thence S 35°53'30" W along said Roseborough a distance of 32.97 feet to a new iron pipe at the northwest corner of Ronald L. Staples and Louise W. Cooper as recorded in Deed Book 4371 at Page 1860; thence S 38°58'16" W along said Staples and Cooper a distance of 111.09 feet to an existing iron pipe at the northern sixty foot (60') margin of Dobson Street; thence continuing with the northern margin of said Dobson Street the following three (3) courses: 1) N 37°18'57" W a distance of 191.89 feet to a new iron pipe; 2) N 36°29'02" W a distance of 228.14 feet to a new iron pipe; 3) N 21°23'00" W a distance of 83.81' to a new

iron pipe at the east sixty foot (60') margin of said Dolley Madison Road; thence N 15°23'00" E along said east margin a distance of 86.00 feet to an existing iron pipe at the southwest corner of the Persimmon A.M.E. Church as recorded in Deed Book 2281 at Page 282; thence along the south, east and north boundary lines of said Persimmon A.M.E. Church the following three (3) courses: 1) S 77°08'08" E a distance of 242.05 feet to an existing iron pipe; 2) N 16°52'38" E a distance of 164.69 feet to an existing iron pipe; 3) N 77°04'58" W a distance of 250.59 feet to an existing iron pipe at said east margin of Dolley Madison Road; thence N 11°09'05" E along said east margin a distance of 32.42 feet to the Point of Beginning, containing 8.654 acres.

**NORTH CAROLINA SPECIAL WARRANTY DEED**

**Excise Tax: \$14,000.00**

**Parcel Identifier No. 0041530**      **Verified by \_\_\_\_\_ County on the \_\_\_\_ day of \_\_\_\_\_, 2013.**  
**By: \_\_\_\_\_**

**Mail/Box to: Fidelity National Title Insurance Company, Attn: Erika Peeke, 5565 Glenridge Connector, Suite 300, Atlanta, Georgia 30342**

**This instrument was prepared by: William R. Purcell, II (NC Bar # \_\_\_\_\_), Law Office of William R. Purcell, II, PLLC, Post Office Box 1567, Laurinburg, North Carolina 28352**

**Brief description for the Index: Madison Woods, Apartments located in Greensboro, NC, containing approximately 14.659 acres**

**THIS DEED made this 28th day of August, 2014, by and between**

**GRANTOR**

MADISON WOODS APARTMENTS, LLC  
a North Carolina limited liability company  
10243 Old Wire Road  
Post Office Box 1167  
Laurel Hill, North Carolina 28351

**GRANTEE**

MADISON GREENSBORO, LLC,  
a Georgia limited liability company  
6445 Powers Ferry Road, Suite 350  
Atlanta, Georgia 30339

**Enter in appropriate block for each Grantor and Grantee: name, mailing address, and, if appropriate, character of entity, e.g. corporation or partnership.**

**The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.**

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of Greensboro, Guilford County, North Carolina and more particularly described as follows:

SEE ATTACHED EXHIBIT A

The property hereinabove described was acquired by Grantor by instruments recorded in Book 6453, Page 662; Book 6453, Page 665; Book 4863, Page 134; Book 4863, Page 131; Book 4863, Page 128; Book 4863, Page 125; Book 4863, Page 122; Book 4863, Page 119; Book 4863, Page 116; and Book 4863, Page 113; and Book 4863, Page 110, Guilford County Register of Deeds.

All or a portion of the property herein conveyed \_\_\_ includes or X does not include the primary residence of a Grantor.

A map showing the above described property is recorded in Plat Book 38 page 56.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, other than the following exceptions:

1. Taxes and assessments for the year 2014 and subsequent years, not yet due and payable.
2. Matters shown by Plat recorded at Plat Book 38, Page 56, Guilford County Registry.
3. Rights of residential tenants, as tenants only, in possession under unrecorded residential leases for a duration of less than three (3) years.
4. Right of Way/Easement to City of Greensboro recorded in Book 4323, Page 1556, Guilford County Registry.
5. Time Warner Cable Service Agreement in favor of Time Warner Entertainment-Advance/Newhouse Partnership d/b/a Time Warner Cable of Greensboro recorded Book 6814, Page 250, Guilford County Registry.
6. Sanitary Sewer Line Easement recorded in Book 6844, Page 1543, Guilford County Registry.
7. Matters set forth on that certain Survey of the property prepared by Kim R. Lilly of Regional Land Surveyors, Inc., dated June 23, 2014, last revised 8/22/14, 2014, bearing Job Number 745.01.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

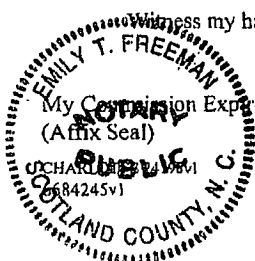
MADISON WOODS APARTMENTS, LLC,  
a North Carolina limited liability company  
(Entity Name)

By: James L. Morgan, Jr.  
Print/Type Name & Title: James L. Morgan, Jr., Member Manager

State of North Carolina - City of Laurinburg

I, the undersigned Notary Public at-large of the State aforesaid, certify that James L. Morgan, Jr., as Member Manager of MADISON WOODS APARTMENTS, LLC, a North Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and Notarial stamp or seal this 20th day of August, 2014.



Emily T. Freeman  
Notary Public  
Notary's Printed or Typed Name

**EXHIBIT A**  
**[DESCRIPTION OF THE LAND]**

Lying and being situate in Guilford County, North Carolina, and being more particularly described as follows:

**TRACT 1**

Beginning at a new iron pin on the east sixty foot (60') margin of Dolley Madison Road, being the southwest corner of a parcel of land recorded in Deed Book 2238 at Page 245; thence S 84°08'00" E along said Deed Book 2238 at Page 245 a distance of 202.06 feet to an existing iron pipe at the southwest corner of Madison Woods Subdivision, Block B, lot 15 as recorded in Plat Book 40 at Page 1; thence along the southerly and westerly boundary line of said Madison Woods Subdivision the following four (4) courses: 1) S 80°23'02" E a distance of 322.51 feet to an existing iron pipe; 2) S 46°19'34" E a distance of 64.93 feet to an existing iron pipe; 3) S 23°43'26" E a distance of 177.76 feet to a new iron pipe; 4) S 04°01'58" E a distance of 186.13 feet to an existing iron pipe at the north margin of Tomahawk Drive; thence along the northern fifty foot (50') margin of Tomahawk Drive the following four (4) courses: 1) thence along a curve to the left with a radius of 426.91 feet, an arc distance of 158.40 feet and a chord bearing and distance of S 75°02'05" W, 157.49 feet to an existing iron pipe also being a point of reverse curvature; 2) thence along a curve to the right with a radius of 171.83 feet, an arc distance of 211.79 feet and a chord bearing and distance of N 80°17'02" W, 198.64 feet to an existing iron pipe also being a point of reverse curvature; 3) thence along a curve to the left with a radius of 424.23 feet, an arc distance of 250.04 feet and a chord bearing and distance of N 61°51'28" W, 246.43 feet to an existing iron pipe; 4) N 78°44'33" W a distance of 153.09 feet to an existing iron pipe at said eastern margin of Dolley Madison Road; thence along said eastern margin N 11°09'05" E a distance of 335.21 feet to the Point of Beginning, containing 6.005 acres.

## TRACT 2

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## Guilford County Real Property Data Building Summary

**Data last updated on: 2/27/2015**  
**Ownership current as of: 1/27/2015**

Parcel Number **0041530**

PIN # 7835 80 6497

**Location Address****Property Description**

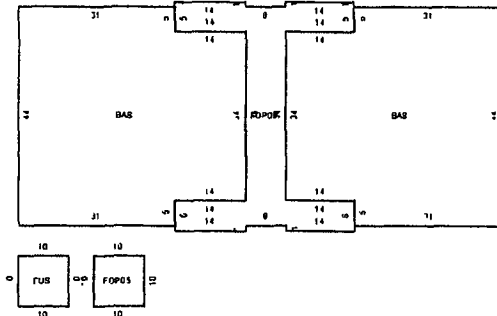
5524 TOMAHAWK DR

**Lot # MADISON WOODS APARTMENTS**

<b>Building Location Address</b> <b>5519 TOMAHAWK DR</b>		<b>Building Description</b> <b>GARDENAPT</b>		<b>Card 6 ▾ of 15</b>	
Bldg Type	MFR CONST	Year Built	1969 Effective Year	1983	Base Bldg Value \$11,000
Units	8	Additions	2 Remodeled		Grade C+5
Total Living Area	7504				Cond %
Style	2.0 Story				Market Adj.
Foundation	CONTFoot	Interior Adj.			Market Adj
Exterior	FACE BRK				Accrued %
Const Type	Wd tr				Percentage Complete
Heating	Forced air-ducted				Current Card Value \$21,000
Air Cond	CENTRAL	Other Features			All Other Cards \$6,100
Baths	N/A				Assessed Land Value \$1,100
Bedrooms	0				Assessed Total Value \$7,500

Main and Addition Summary				
Story	Type	Code	Area	Inc
LS	/FACE BRK/CONTFEET		3680	
0	Partit, Open Fin	FOP0	1232	
1	Upper Story Fin	FUS	3824	

### Building Sketch



Photograph

(Click sketch for bigger image)

Per North Carolina General Statute 105-285-287 (d), all real property in North Carolina is subject to listing and valuation annually as it exists on January 1. Real Property assessments are based on market value as of the date of the last countywide reappraisal in 2012.

**Prints best in landscape mode**

Friday, February 27, 2015




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## Guilford County Real Property Data Building Summary

Data last updated on: 2/27/2015  
Ownership current as of: 1/27/2015

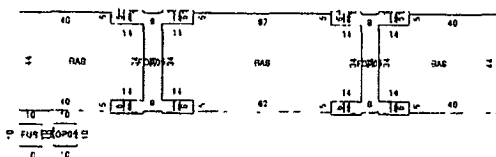
Parcel Number **0041530**PIN # **7835 80 6497**Location Address  
**5524 TOMAHAWK DR**Property Description  
**Lot # MADISON WOODS APARTMENTS**

Building Location Address		Building Description		Card 2 of 15	
<b>5505 TOMAHAWK DR</b>		<b>GARDENAPT</b>			
Bldg Type	<b>MFR CONST</b>	Year Built	<b>1969</b>	Effective Year	<b>1983</b>
Units	<b>16</b>	Additions	<b>2</b>	Remodeled	
Total Living Area	<b>16592</b>	Interior Adj.			
Style	<b>2.0 Story</b>	Other Features			
Foundation	<b>CONFTOOT</b>				
Exterior	<b>FACE BRK</b>				
Const Type	<b>Wd tr</b>				
Heating	<b>Forced air-ducted</b>				
Air Cond	<b>CENTRAL</b>				
Baths	<b>N/A</b>				
Bedrooms	<b>0</b>				
		Base Bldg Value			<b>\$4,</b>
		Grade			<b>C+5</b>
		Cond %			
		Market Adj.			
		Accrued %			
		Percentage Complete			
		Current Card Value			<b>\$5,</b>
		All Other Cards			<b>\$5,7,</b>
		Assessed Land Value			<b>\$1,1,</b>
		Assessed Total Value			<b>\$7,5</b>

## Main and Addition Summary

Story	Type	Code	Area	Inc
1S	/FACE BRK/CONFTOOT		8152	
0	Porch, Open Fin	FOPD	2464	
1	Upper Story Lin	FUS	8440	

## Building Sketch



(Click sketch for bigger image)

Photograph

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## Guilford County Real Property Data

### Building Summary

**Data last updated on: 2/27/2015**  
**Ownership current as of: 1/27/2015**

Parcel Number **0041530**

PIN # 7835 80 6497

**Location Address**

### Property Description

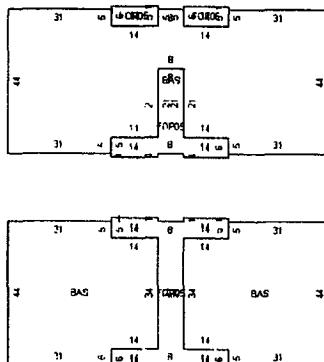
**5524 TOMAHAWK DR**

**Lot # MADISON WOODS APARTMENTS**

<b>Building Location Address</b> <b>5524 TOMAHAWK DR</b>		<b>Building Description</b> <b>GARDENAPT</b>		Card 1 ▾ of 15
Bldg Type	MFR CONST	Year Built	1969 Effective Year	Base Bldg Value \$41,000
Units	8	Additions	1 Remodeled	Grade C+5
Total Living Area	7504			Cond %
Style	2.0 Story			Market Adj.
Foundation	CONTFEOT	Interior Adj.		Market Adj
Exterior	FACE BRK			Accrued %
Const Type	Wd tr			Percentage Complete
Heating	Forced air-ducted			Current Card Value \$2,000
Air Cond	CENTRAL	Other Features		All Other Cards \$6,000
Baths	FULL:0 HALF: 0			Assessed Land Value \$1,100
Bedrooms	0			Assessed Total Value \$7,500

Main and Addition Summary				
Story	Type	Code	Area	Inc
1S	/FACE BRW/CONTFEET		7504	
0	Porch, Open Fin	FOP0	1232	

### Building Sketch



### Photograph

(Click sketch for bigger image)

Per North Carolina General Statute 105-285-287 (d), all real property in North Carolina is subject to listing and valuation annually as it exists on January 1. Real Property assessments are based on mark as of the date of the last countywide reappraisal in 2012.

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## Guilford County Real Property Data Building Summary

Data last updated on: 2/27/2015  
Ownership current as of: 1/27/2015

Parcel Number **0041530**PIN # **7835 80 6497**

Location Address

**5524 TOMAHAWK DR**

Property Description

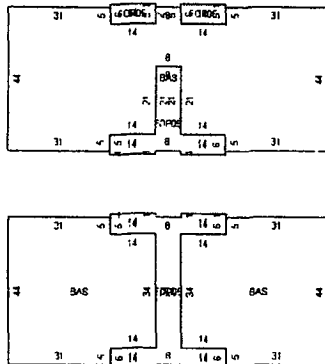
**Lot # MADISON WOODS APARTMENTS**

Building Location Address		Building Description		Card 3 ▾ of 15
<b>5521 TOMAHAWK DR</b>		<b>GARDENAPT</b>		
Bldg Type	<b>MFR CONST</b>	Year Built	<b>1969</b> Effective Year	Base Bldg Value
Units	<b>8</b>	Additions	<b>1</b> Remodeled	Grade
Total Living Area	<b>7504</b>	Interior Adj.		Cond %
Style	<b>2.0 Story</b>	Other Features		Market Adj.
Foundation	<b>CONFTOFT</b>			Market Adj
Exterior	<b>FACE BRK</b>			Accrued %
Const Type	<b>Wd tr</b>			Percentage Complete
Heating	<b>Forced air-ducted</b>			Current Card Value
Air Cond	<b>CENTRAL</b>			All Other Cards
Baths	<b>N/A</b>			Assessed Land Value
Bedrooms	<b>0</b>			Assessed Total Value

## Main and Addition Summary

Story	Type	Code	Area	Inc
1S	/FACE BRK/CONFTOFT		7504	
0	Porch, Open Fin	FOPO	1232	

## Building Sketch



(Click sketch for bigger image)

Photograph

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## Guilford County Real Property Data Building Summary

Data last updated on: 2/27/2015  
Ownership current as of: 1/27/2015

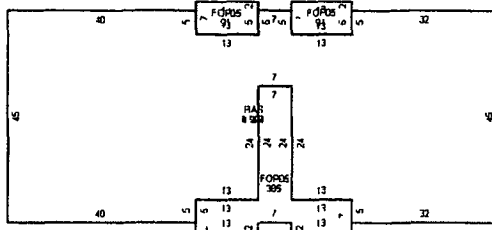
Parcel Number **0041530**PIN # **7835 80 6497**Location Address  
**5524 TOMAHAWK DR**Property Description  
**Lot # MADISON WOODS APARTMENTS**

Building Location Address		Building Description		Card 4 of 15	
<b>5516 TOMAHAWK DR</b>		<b>GARDENAPT</b>			
Bldg Type	<b>MFR CONST</b>	Year Built	<b>1973</b>	Effective Year	<b>1983</b>
Units	<b>12</b>	Additions	<b>1</b>	Remodeled	
Total Living Area	<b>12786</b>	Interior Adj.			
Style	<b>2.0 Story</b>	Other Features			
Foundation	<b>CONFTOOT</b>				
Exterior	<b>FACE BRK</b>				
Const Type	<b>Wd tr</b>				
Heating	<b>Forced air-ducted</b>				
Air Cond	<b>CENTRAL</b>				
Baths	<b>N/A</b>				
Bedrooms	<b>0</b>				
				Base Bldg Value	<b>\$6</b>
				Grade	<b>C+5</b>
				Cond %	
				Market Adj.	
				Market Adj	
				Accrued %	
				Percentage Complete	
				Current Card Value	<b>\$4</b>
				All Other Cards	<b>\$5,9</b>
				Assessed Land Value	<b>\$1,1</b>
				Assessed Total Value	<b>\$7,5</b>

## Main and Addition Summary

Story	Type	Code	Area	Inc
1S	/FACE BRK/CONFTOOT		12786	
0	Porch, Open Fin	FOPO	1316	

## Building Sketch



(Click sketch for bigger image)

Photograph

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## Guilford County Real Property Data Building Summary

Data last updated on: 2/27/2015  
Ownership current as of: 1/27/2015

Parcel Number **0041530**PIN # **7835 80 6497**

Location Address

**5524 TOMAHAWK DR**

Property Description

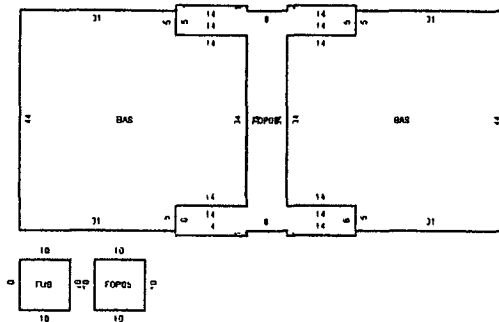
**Lot # MADISON WOODS APARTMENTS**

Building Location Address		Building Description		Card 5 of 15
<b>5518 TOMAHAWK DR</b>		<b>GARDENAPT</b>		
Bldg Type	<b>MFR CONST</b>	Year Built	<b>1969</b> Effective Year	Base Bldg Value <b>\$1,</b>
Units	<b>8</b>	Additions	<b>2</b> Remodeled	Grade <b>C+5</b>
Total Living Area	<b>7504</b>	Interior Adj.		Cond %
Style	<b>2.0 STORY</b>	Other Features		Market Adj.
Foundation	<b>CONFTOFT</b>			Market Adj
Exterior	<b>FACE BRK</b>			Accrued %
Const Type	<b>Wd tr</b>			Percentage Complete
Heating	<b>Forced air-ducted</b>			Current Card Value <b>\$2,</b>
Air Cond	<b>CENTRAL</b>			All Other Cards <b>\$6,11</b>
Baths	<b>N/A</b>			Assessed Land Value <b>\$1,11</b>
Bedrooms	<b>0</b>			Assessed Total Value <b>\$7,51</b>

## Main and Addition Summary

Story	Type	Code	Area	Inc
1S	/FACE BRK/CONFTOFT		3680	
0	Porch, Open Lin	FOPD	1232	
1	Upper Story Lin	FUS	3824	

## Building Sketch



(Click sketch for bigger image)

Photograph

Per North Carolina General Statute 105-285-287 (d), all real property in North Carolina is subject to listing and valuation annually as it exists on January 1. Real Property assessments are based on market value as of the date of the last countywide reappraisal in 2012.

Prints best in landscape mode

Friday, February 27, 2015



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## Guilford County Real Property Data Building Summary

**Data last updated on: 2/27/2015**  
**Ownership current as of: 1/27/2015**

Parcel Number **0041530**

PTN # 7835 80 6497

Location Address

### Property Description

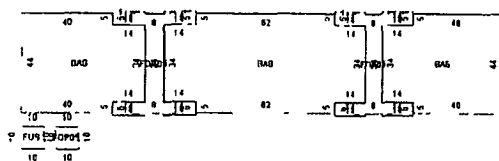
**5524 TOMAHAWK DR**

**Lot # MADISON WOODS APARTMENTS**

<b>Building Location Address</b> <b>5509 TOMAHAWK DR</b>		<b>Building Description</b> <b>GARDENAPT</b>		<b>Card 7 ▾ of 15</b>	
Bldg Type Units Total Living Area Style Foundation Exterior Const Type Heating Air Cond Baths Bedrooms	MFR CONST 16 16592 2.0 Story CONTFEET FACE BRK Wd tr Forced air-ducted CENTRAL N/A 0	Year Built Additions Interior Adj.  Other Features	1969 2   	Effective Year Remodeled   	1983    
				Base Bldg Value Grade Cond % Market Adj. Market Adj Accrued % Percentage Complete Current Card Value All Other Cards Assessed Land Value Assessed Total Value	\$4- C+5      \$5- \$5,7- \$1,1- \$7,5-

Main and Addition Summary				
Story	Type	Code	Area	Inc
LS	/FACE BRK/CONFTOOT		8152	
0	Porch, Open Fin	FOP0	2464	
1	Upper Story Fin	FUS	8440	

### Building Sketch



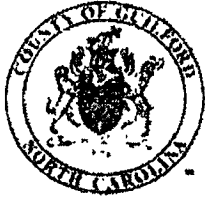
(Click sketch for bigger image)

### Photograph

Per North Carolina General Statute 105-285-287 (d), all real property in North Carolina is subject to listing and valuation annually as it exists on January 1. Real Property assessments are based on market value as of the date of the last countywide reappraisal in 2012.

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Friday, February 27, 2015


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## Guilford County Real Property Data

### Building Summary

Data last updated on: 2/27/2015  
Ownership current as of: 1/27/2015

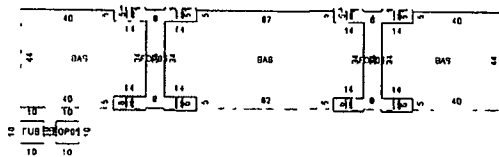
Parcel Number **0041530**PIN # **7835 80 6497**Location Address  
**5524 TOMAHAWK DR**Property Description  
**Lot # MADISON WOODS APARTMENTS**

Building Location Address		Building Description		Card 8 of 15	
<b>5515 TOMAHAWK DR</b>		<b>GARDENAPT</b>			
Bldg Type	<b>MFR CONST</b>	Year Built	<b>1973</b>	Effective Year	<b>1983</b>
Units	<b>16</b>	Additions	<b>2</b>	Remodeled	
Total Living Area	<b>16592</b>	Interior Adj.			
Style	<b>2.0 Story</b>	Other Features			
Foundation	<b>CONTFEOT</b>				
Exterior	<b>FACE BRK</b>				
Const Type	<b>Wd tr</b>				
Heating	<b>Forced air-ducted</b>				
Air Cond	<b>CENTRAL</b>				
Baths	<b>N/A</b>				
Bedrooms	<b>0</b>				
				Base Bldg Value	<b>\$4</b>
				Grade	<b>C+5</b>
				Cond %	
				Market Adj.	
				Market Adj	
				Accrued %	
				Percentage Complete	
				Current Card Value	<b>\$5</b>
				All Other Cards	<b>\$5,7</b>
				Assessed Land Value	<b>\$1,1</b>
				Assessed Total Value	<b>\$7,5</b>

## Main and Addition Summary

Story	Type	Code	Area	Inc
1S	/FACE BRK/CONTFEOT		8152	
0	Porch, Open Fin	FOP0	2461	
1	Upper Story Fin	FUS	8440	

## Building Sketch



Photograph

(Click sketch for bigger image)

Per North Carolina General Statute 105-285-287 (d), all real property in North Carolina is subject to listing and valuation annually as it exists on January 1. Real Property assessments are based on market value as of the date of the last countywide reappraisal in 2012.

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## Guilford County Real Property Data Building Summary

Data last updated on: 2/27/2015  
Ownership current as of: 1/27/2015

Parcel Number **0041530**PIN # **7835 80 6497**

Location Address

**5524 TOMAHAWK DR**

Property Description

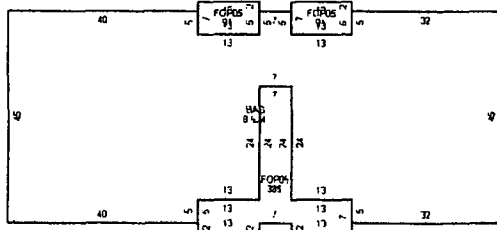
**Lot # MADISON WOODS APARTMENTS**

Building Location Address		Building Description		Card 9 of 15	
<b>5503 TOMAHAWK DR</b>		<b>GARDENAPT</b>			
Bldg Type	<b>MFR CONST</b>	Year Built	<b>1973</b>	Effective Year	<b>1983</b>
Units	<b>8</b>	Additions	<b>1</b>	Remodeled	
Total Living Area	<b>8524</b>	Interior Adj.			
Style	<b>2.0 Story</b>	Other Features			
Foundation	<b>CONFTOFT</b>				
Exterior	<b>FACE BRK</b>				
Const Type	<b>Wd tr</b>				
Heating	<b>Forced air-ducted</b>				
Air Cond	<b>CENTRAL</b>				
Baths	<b>N/A</b>				
Bedrooms	<b>0</b>				
				Base Bldg Value	<b>\$4,</b>
				Grade	<b>C+5</b>
				Cond %	
				Market Adj.	
				Accrued %	
				Percentage Complete	
				Current Card Value	<b>\$3</b>
				All Other Cards	<b>\$6,0</b>
				Assessed Land Value	<b>\$1,1</b>
				Assessed Total Value	<b>\$7,5</b>

## Main and Addition Summary

Story	Type	Code	Area	Inc
1S	/FACE BRK/CONFTOFT		8524	
0	Porch, Open Fin	FOP0	1134	

## Building Sketch



(Click sketch for bigger image)

Photograph

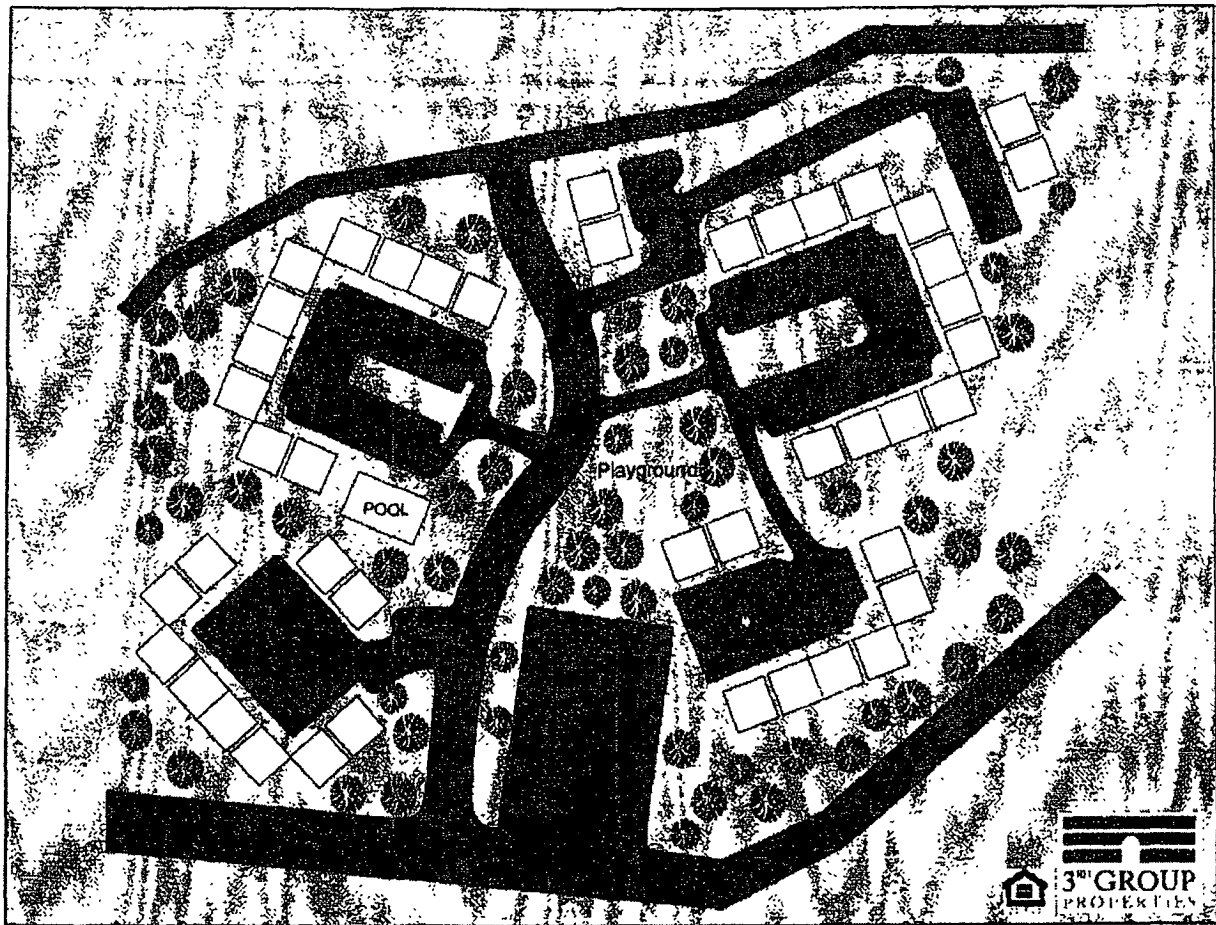
Per North Carolina General Statute 105-285-287 (d), all real property in North Carolina is subject to listing and valuation annually as it exists on January 1. Real Property assessments are based on market value as of the date of the last countywide reappraisal in 2012.

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Friday, February 27, 2015



**Madison Woods**  
www.madisonwoodsapts.com



Madison Woods • 5505-A Tomahawk Drive, Greensboro, NC 27410 • Office: (336) 895-1977





**North Carolina Utility Commission  
Application Checklist/Instructions  
New Authority**

Property Name: Madison Woods

**NOTICE: AUTHORIZATION TO CHARGE RESIDENT FOR WATER AND/OR SEWER MUST  
BE GRANTED BY THE NCUC**

The enclosed application package may be used for completing the necessary paperwork for the North Carolina Utility Commission to grant authority for the property to charge residents for water and/or sewer services. The following instructions should be used to expedite the approval process. If there are any questions, please contact AUM Legal Department at (800) 418-5393, or via email: [msmurzynski@aum-inc.com](mailto:msmurzynski@aum-inc.com).

**Application Package Contents Provided by AUM:**

- ☒ Form WR4 Application
- ☒ Exhibit 4: Vicinity Map
- ☒ Exhibit 5: Complex Map
- ☒ Exhibit 6 & 7: Supplier's schedule of rates for water & sewer
- ☒ Exhibit 8: Billing agreements
- ☒ Exhibit 9: Administrative Fee Exhibit (Supplied by AUM)

---

**Your To Do Items**

Complete the following items in order to submit the application

**Exhibits you need to provide:** (please check when completed)

- ☐ Exhibit 1: NC Secretary of State Certification (Articles of Incorporation, Certificate of Authority, etc.)
- ☐ Exhibit 2: If Applicant is partnership, copy of partnership agreement
- ☐ Exhibit 3: Copy of Deed showing that Applicant has ownership of property
- ☐ Exhibit 5: Complex Map (~~Provided Above~~)
- ☐ Exhibit 10: Documentation that substantiates the date of construction completion
- ☐ Additional Items: Property Cost Justification

**Steps for completing and submitting the application:** (please check when completed)

- ☐ Review Application for accuracy
- ☐ Complete "Applicant" and "Persons to Contact" sections on application
- ☐ Sign and Notarize Application on Page 2
- ☐ Make seven (7) copies of entire application packet including all Exhibits
- ☐ Include Filing Fee made payable to:  
N.C. Department of Commerce/Utility Commission
- ☐ Deliver one original and seven copies to:  
North Carolina Utilities Commission  
4325 Mail Service Center  
Raleigh, NC 27699-4325

Form WR1

When the application package is submitted to the NCUC, AUM will track its progress and notify you of any comments or further requirements from the NCUC. Applications are typically approved within 30 days from complete submittal. Incomplete submittals will cause delays. AUM will also notify you once the NCUC grants Authorization and will take the necessary steps to proceed with the billing process.

Form WR1

**EXHIBIT B**

**STATE OF NORTH CAROLINA  
UTILITIES COMMISSION  
RALEIGH**

DOCKET NO. WR-1783, SUB 0

BEFORE THE NORTH CAROLINA UTILITIES COMMISSION

In the Matter of	
Application by Madison Greensboro, LLC,	)
5505 Tomahawk Drive, Suite A, Greensboro, North	)
Carolina 27410, for Certificate of Authority to Charge	)
for Water and/or Sewer Service Utilizing the Hot	)
Water Capture, Cold Water Allocation Method in	)
Madison Woods Apartments in Guilford County, North	)
Carolina	)
	ORDER GRANTING
	HWCCWA
	CERTIFICATE OF
	AUTHORITY AND
	APPROVING RATES

BY THE COMMISSION: On March 10, 2015, Madison Greensboro, LLC (Applicant), filed an application with the Commission seeking a certificate of authority to charge for water and/or sewer utility service utilizing the hot water capture, cold water allocation method in Madison Woods Apartments in Guilford County, North Carolina, and for approval of rates. The Applicant purchases water and sewer service from the City of Greensboro.

Based upon the filings of the Applicant, the Public Staff has recommended approval of an Administrative Fee of \$14.77 (consisting of \$3.75 for the Applicant's meter reading, billing, and collecting costs plus a pass through of Greensboro's \$11.02 base charge for water and sewer service). Based upon 4,000 gallons per month usage and rates of \$3.41 per 1,000 gallons for water and \$4.22 per 1,000 gallons for sewer, the total monthly bill will be \$45.29 (\$30.52 usage charge and \$14.77 administrative fee).

Based upon the foregoing, the Commission is of the opinion that the Applicant should be granted a certificate of authority to charge for water and/or sewer service and that the Public Staff's recommended rates should be approved. The Commission is also of the opinion that, if Greensboro's base charge should be reduced for any reason, the Applicant should be required to notify the Commission immediately for a tariff revision.

IT IS, THEREFORE, ORDERED as follows:

1. That Madison Greensboro, LLC, is granted a certificate of authority to charge for water and/or sewer service utilizing the hot water capture, cold water allocation method in Madison Woods Apartments in Guilford County, North Carolina, pursuant to G.S. 62-110(g)(1a) and Commission Rules R18-1 through R18-8 (see <http://www.ncuc.net/ncrules/Chapter18.pdf>). This Order shall constitute the Certificate of Authority to Charge for Water and/or Sewer Service Utilizing the Hot Water Capture, Cold Water Allocation Method.
2. That the Schedule of Rates, attached as Appendix A, is approved and deemed to be filed with the Commission pursuant to G.S. 62-138. Said Schedule of Rates is authorized to become effective for service rendered on and after the date of this Order.
3. That, if Greensboro's base charge should be reduced for any reason, the Applicant shall notify the Commission immediately for a tariff revision.
4. That a copy of the Notice to Customers, attached as Appendix B, shall be mailed with sufficient postage or hand delivered by the Applicant to all their customers in Madison Woods Apartments contemporaneously with the next billing to customers.
5. That, if the service area is sold or the ownership changes, the Applicant and the new owner shall file an Application for Transfer of Authority (Form WR2 may be found on the Commission website – [www.ncuc.net](http://www.ncuc.net)). Failure to do so may result in revocation of the certificate of authority and suspension of rates.

ISSUED BY ORDER OF THE COMMISSION.

This the 6<sup>th</sup> day of April, 2015.

NORTH CAROLINA UTILITIES COMMISSION

*Gail L. Mount*

Gail L. Mount, Chief Clerk

SCHEDULE OF RATES

for

MADISON GREENSBORO, LLC

for water and sewer utility service (**HWCCWA**) in

MADISON WOODS APARTMENTS

Guilford County, North Carolina

Monthly Metered Rates:

Water usage charge, per 100 cubic feet (ccf)	\$2.55
Sewer usage charge, per 100 cubic feet (ccf)	\$3.16

or

Water usage charge, per 1,000 gallons	\$3.41
Sewer usage charge, per 1,000 gallons	\$4.22

Monthly Administrative Fee: \$14.77 per unit

Bills Due: On billing date

Bills Past Due: 25 days after billing date

Billing Frequency: Shall be monthly for service in arrears

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Issued in Accordance with Authority Granted by the North Carolina Utilities Commission  
in Docket No. WR-1783, Sub 0, on this the 6<sup>th</sup> day of April, 2015.

STATE OF NORTH CAROLINA  
UTILITIES COMMISSION  
RALEIGH

APPENDIX B

NOTICE TO CUSTOMERS  
DOCKET NO. WR-1783, SUB 0  
BEFORE THE NORTH CAROLINA UTILITIES COMMISSION

Notice is given that the North Carolina Utilities Commission has granted Madison Greensboro, LLC (5505 Tomahawk Drive, Suite A, Greensboro, North Carolina 27410), a certificate of authority to charge for water and/or sewer service **utilizing the hot water capture, cold water allocation method** in Madison Woods Apartments in Guilford County, North Carolina, for the purpose of passing along the cost of purchasing water and sewer utility service from the City of Greensboro. The Commission has approved the following rates effective for service provided on and after the date of this Notice:

Monthly Metered Rates:

Water usage charge, per 100 cubic feet (ccf)	\$2.55
Sewer usage charge, per 100 cubic feet (ccf)	\$3.16

or

Water usage charge, per 1,000 gallons	\$3.41
Sewer usage charge, per 1,000 gallons	\$4.22

Monthly Administrative Fee: \$14.77 per unit

The average monthly residential water and sewer bill will be \$45.29, based on an estimated average usage of 4,000 gallons.

ISSUED BY ORDER OF THE COMMISSION.

This the 6<sup>th</sup> day of April, 2015.

NORTH CAROLINA UTILITIES COMMISSION

*Gail L. Mount*

Gail L. Mount, Chief Clerk



**EXHIBIT C**



# APARTMENT ASSOCIATION OF NORTH CAROLINA RESIDENTIAL LEASE AGREEMENT

1. SUMMARY OF KEY TERMS OF THIS LEASE AGREEMENT ("Agreement"): The following information ("Paragraph 1" and subparts) is provided strictly for informational purposes and is intended to be construed contextually with the other terms and conditions of this Agreement.

## (A) PARTIES

Name of LESSOR (Owner): Madison Greensboro, LLC

Address of Lessor: 5505 Tomahawk Drive A

All sums paid to Lessor shall be made payable to (if different than Lessor):  
Madison Wood Apartments

Name(s) of LESSEE(S) - Full Legal Name(s):

1. Doris Robinson

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

Each Lessee shall be jointly and severally liable (each Lessee will be responsible) for full compliance of all the terms and conditions contained in this Agreement.

AUTHORIZED OCCUPANTS (Check box for those with key access):

Name	Age
<input checked="" type="checkbox"/> <u>Christopher Dowdy</u>	<u>31</u>
<input type="checkbox"/> _____	_____
<input type="checkbox"/> _____	_____

For the remainder of this Agreement, Lessor may also be referred to as "We" or "Us" or in the possessive form as "Our" or "Ours." Lessee(s) may be referred to as "You," "Yourself," or "Yourselves," or in the possessive forms as "Your" or "Yours." You shall be responsible for the acts of Your Authorized Occupants.

## (B) ADDRESS & TERM

ADDRESS OF LEASED PROPERTY (street, unit, city, state, zip code):  
5521 Tomahawk Drive #5521G, Greensboro, NC 27410

In consideration of the promises and agreements contained in this Agreement, We agree to lease to You the above-described real property, which shall hereinafter be referred to in this Agreement as the "HOME." You agree that Your rental of the Home does NOT grant You the right to use any Common Area facility. See Paragraph 8.

BEGINNING DATE OF LEASE TERM: 05/01/2015

ENDING DATE OF LEASE TERM: 04/30/2016

## (C) UTILITIES

UTILITIES & SERVICES TO BE PAID BY US (only if checked by Lessee):

☐ ELECTRICITY ☐ GAS ☐ INTERNET ☐ SEWER  
☐ GARBAGE ☐ CABLE TV ☐ TELEPHONE ☐ WATER

You understand and agree that all utilities not checked will be paid by You.

See Paragraph 36 for additional information. Your Initials: DR

ARE WATER/SEWER SERVICES SUBMETERED? ☒ YES ☐ NO

If Yes, Type of Submetering: ☒ ALL WATER ☐ HOT WATER ONLY  
If water and/or sewer services are submetered, You shall receive, and You agree that You shall pay, monthly bills received from Us or from Our billing agent related to Your usage of water and/or sewage services at the Home. See Paragraph 8.

Name and address of Our water/sewer services billing agent ("Agent"):  
AUM

## (D) LIABILITY AND CONTENTS INSURANCE POLICIES

You ☒ ARE ☐ ARE NOT required to have liability insurance coverage.

You ☒ ARE ☐ ARE NOT required to have contents insurance coverage.

Minimum Liability Insurance Coverage: \$ 10,000.00

Minimum Contents Insurance Coverage: \$ \_\_\_\_\_

We are not responsible for any damage to Your personal property. See Paragraph 20.

## (E) SMOKE-FREE HOUSING

You understand and agree that the Home ☐ IS ☒ IS NOT designated as a smoke-free unit. See Paragraph 15(C) and 15(D).

## (F) DUE DILIGENCE AND ASSUMPTION OF RISK AGREEMENT

By Your act of initialing below, You acknowledge that You have read, understood, and fully agreed to Paragraph 16 of this Agreement.

Your Initials: DR

## (G) RENT

BASE MONTHLY RENT: \$ 759.00

ADDITIONAL MONTHLY RENTS:  
(If any, describe form and amount of rents below)

\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_

MONTHLY RENT SUBTOTAL: \$ 759.00

Monthly Discount? ☐ Yes ☒ No

If Yes, list discount per month: (-) \$ 0.00

TOTAL MONTHLY RENT: \$ 759.00

(Equal to Base Monthly Rent Plus Additional Monthly Rents Minus Discounts, if any).

PRORATED RENT FOR FIRST

MONTH OF LEASE TERM: \$ \_\_\_\_\_

(Equal to Total Monthly Rent divided by total number of calendar days in first month of term multiplied by number of calendar days remaining in first month of term).

PRORATED RENT FOR LAST

MONTH OF LEASE TERM: \$ \_\_\_\_\_

(Equal to Total Monthly Rent divided by total number of calendar days in last month of term multiplied by number of calendar days remaining in last month of term).

LATE FEES: \$ 37.95

(Equal to 5% of the Total Monthly Rent, if rent paid after 5th of month; if rent is subsidized by a government entity, Late Fees will be \$15.00 or 5% of the Resident's share of the monthly rent, whichever is higher. See Paragraph 3).

ONE-TIME DISCOUNT/PROMOTIONS? ☒ Yes ☐ No

(If any, describe type and amount below)

First month credit \$ 20.00

## (H) REFUNDABLE DEPOSITS

SECURITY DEPOSIT: \$ 350.00

PET DEPOSITS:

Amount per pet: \$ \_\_\_\_\_  
Number of pets: \_\_\_\_\_

TOTAL OF PET DEPOSITS: \$ \_\_\_\_\_

ADDITIONAL DEPOSIT (if any, describe):

\$ \_\_\_\_\_

TOTAL OF ALL DEPOSITS: \$ 350.00

Name and Address of Financial Institution Where Deposits Are Held:

BB&T  
Greensboro

## (I) MISCELLANEOUS FEES/CHARGES

COMPLAINT FILING FEE [see Paragraph 38(F)]: \$ 37.95

COURT APPEARANCE FEE [see Paragraph 38(F)]: \$ 75.90

SECOND TRIAL FEE [see Paragraph 38(F)]: \$ 91.08

CHANGE OF LOCKS/KEYS (per set): \$ 25.00

PET FEES (per pet): \$ \_\_\_\_\_

ANNUAL RATE OF INTEREST, if any [see Paragraph 38(G)]: \_\_\_\_\_ %

OTHER FEES/CHARGES (describe below):

Mailbox Lost Key Fee \$ 25.00

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

## 2. LEASE TERM, RENT AND DISCOUNTS

A. Term of Agreement: The initial rental term ("initial rental term") of this Agreement shall begin and end on the dates set forth in Paragraph 1(B). At the end of the initial rental term, this Agreement shall be automatically renewed on a month-to-month basis under the same terms and conditions unless ONE of the following events occurs:

(1) You or We provide the other with a written notice of termination at least 60 days prior to the end of the initial rental term or at least 30 days prior to the end of any month-to-month term, OR

(2) We provide You with a written notice at least 30 days prior to the end

of the initial rental term that any renewal term will be at a different stated monthly rent and/or with different stated terms and conditions ("new monthly terms"), AND if within ten (10) days after receipt of Our notice, You provide Us with a written notice of termination effective at the end of the initial rental term. However, if You fail to provide Us with written notice of termination within the aforementioned ten (10) day period, the term of this Agreement shall be renewed automatically on a month-to-month basis at the new monthly terms.

**B. How/When Written Notices of Termination Take Effect:**

(1) You agree that any written notice of termination will not take effect until the LAST day of the initial rental term or on the LAST day of any subsequent month-to-month term.

(2) What this means to You: Regardless of how many days written notice You provide to Us, You may NOT terminate this Agreement before the last day of the initial rental term. If this Agreement automatically renewed on a month-to-month basis, You may NOT terminate this Agreement before the last day of any month-to-month term. If You attempt to terminate this Agreement prior to the last day of the initial rental term or prior to the last day of any subsequent month-to-month term, You will be in default of this Agreement, and You will be liable to Us for the Total Monthly Rent until (a) the end of the initial term or month-to-month term (whichever is applicable) or (b) until the date that We receive a rental payment from the subsequent tenant who entered into a lease agreement with Us for the Home, whichever one of the two events occurs first.

(3) Holdover Status: Notwithstanding the above, in the event You provide Us with a written notice of termination containing a specific "move out" date (i.e., the exact calendar date on which You will terminate the Agreement and vacate the Home, hereinafter referred to as the "move out" date), and if We send You written notice that We have accepted Your proposed "move out" date, then the combination of Your written notice and Our written acceptance of same shall serve as a modification to this Agreement, where the parties agree that the term of this Agreement shall end on the "move out" date, with the following condition precedent: that You actually vacate the Home on or before the "move out" date. In the event You remain in possession of the Home past the "move out" date, You understand and agree that:

(a) You shall be considered as a holdover tenant subject to removal immediately via summary ejectment pursuant to N.C. GEN. STAT. 42-26(a)(1), and/or

(b) You shall be in default of this Agreement; and/or

(c) You shall be liable to Us for the Total Monthly Rent until (i) the end of the initial term or month-to-month term (whichever is applicable) or (ii) until the date that We receive a rental payment from the subsequent tenant who entered into a lease agreement with Us for the Home, whichever one of the two events occurs first; AND

(d) You shall be liable to Us for any and all damages arising from Your failure to vacate the Home on or before the "move out" date.

**C. Effect of Automatic Renewal of Lease:** If the term of this Agreement is automatically renewed on a month-to-month basis, it shall continue to renew automatically each and every subsequent month thereafter until either party provides the other party a notice of termination as provided in Paragraph 2(A)(1). If the initial lease term does not end on the last calendar day of a month, each subsequent month-to-month renewal term shall be exactly thirty (30) days in length, beginning the first calendar day after the end of the initial term. Each month-to-month renewal term will be subject to the same terms and conditions of this Agreement, with the sole exception that You shall honor new monthly terms if:

(1) We exercise our rights under Paragraph (2) A(2) to enforce new monthly terms, AND

(2) You do not provide Us with a written notice of termination within ten (10) days of receipt of Our written notice advising You of the new monthly terms.

**D. RENT:**

(1) Generally: You agree to pay Us, without notice or demand, the prorated amount of rent calculated and listed in Paragraph 1(G) for the first partial month of the lease term. After that, You agree to pay Us the Total Monthly Rent listed in Paragraph 1(G), said amount being the sum of the base rent plus any additional rents minus any scheduled discounts. You shall, without notice or demand, deliver Your payment of the Total Monthly Rent to Us at Our address, (described in Paragraph 1(A)) ON OR BEFORE THE FIRST CALENDAR DAY OF EACH MONTH of the initial rental term and every subsequent month-to-month term. Should You fail to deliver the Total Monthly Rent to Us by the first calendar day of any month in which it is due, You shall be in default of this Agreement, even if You attempt to pay Us in full as soon as one calendar day afterwards. In the event You are in default of this Agreement for Your failure to pay the Total Monthly Rent when due, You understand and agree that We have no duty to comply with N.C. GEN. STAT. § 42-42(a) and Paragraph 11(A).

(2) If the initial term does not end on the last day of a calendar month: You agree to pay Us the prorated amount of rent calculated and listed in Paragraph 1(G) for the last partial calendar month of the initial lease term. In the event You and We have entered into a renewal lease for the Home before the end of the initial lease term, You shall pay Us, via a single check or similar legal instrument, the sum of (a) the prorated amount for the final month of this Agreement listed in

Paragraph 1(G) and (b) the prorated amount for the first month of the renewal lease term.

**3. LATE PAYMENTS:** You agree that We may reject any attempt by You to pay rent if You are in default of this Agreement. However, should We choose to accept a late rental payment received from You after the fifth (5th) calendar day of the month, You will also owe Us a late fee ("late fee") in the amount stated in Paragraph 1(G) of this Agreement (said amount not to exceed \$15.00 or five percent (5%) of the Total Monthly Rent, whichever is greater – or, where Your Total Monthly Rent is subsidized by the United States Department of Housing and Urban Development, by the United States Department of Agriculture, by a State agency, by a public housing authority, or by a local government, said amount shall not exceed \$15.00 or an amount equal to five percent (5%) of Your share of the Total Monthly Rent [after deducting the value of the rent subsidy received], whichever is greater). The late fee shall be considered additional rent, and You will owe Us the late fee without Us having to demand it from You, and You will tender the late fee, together with the late rental payment, only in the form of a Cashiers Check or Money Order.

**A. When Rent is Considered Paid.** You understand and agree that You have not made a rental payment to Us, nor have We accepted same, until We:

(1) receive Your check, money order, or other negotiable instrument (all of the above hereinafter referred to as "negotiable instrument");

(2) We endorse [i.e., sign or stamp the back of] the negotiable instrument;

(3) We deposit the negotiable instrument with Our banking institution; AND

(4) Your banking institution honors the negotiable instrument by paying Us through Our banking institution.

Until all four (4) of the above events occur, You agree that You have not made a payment, nor have We accepted a payment. You shall not owe Us a late fee if (i) We received Your negotiable instrument on or before the fifth (5th) calendar day of the month that the rental payment was due and (ii) after we receive Your negotiable instrument, all four (4) of the above events occur, even if such events occur after the fifth calendar day.

**B. Effect of Lost or Stolen Negotiable Instruments.** You understand and agree that Your attempted payment of rent or other sums due under this Agreement may be stolen by criminal third parties outside of Our control. You understand and agree that until We have received, endorsed, and deposited (and received value for) Your negotiable instrument, You should consider Your rent as unpaid. You agree that it is Your responsibility to ensure that We receive Your payment of rent on-time. In the event Your negotiable instrument is lost or stolen, You agree that it is Your sole responsibility to replace the lost or stolen negotiable instrument in time to comply with the requirements of Paragraph 3 of this Agreement, or else You shall be in default of this Agreement.

**4. RETURNED CHECKS:** You agree to pay a \$25.00 (or the maximum allowed by law, pursuant to N.C. GEN. STAT. § 25-3-506) processing fee ("returned check fee") for each check that You submit to Us if said check is returned by the financial institution for any reason, including but not limited to insufficient funds available to cash the check or if the bank account is closed or otherwise unavailable. You agree that the returned check fee shall be due without Our demand, and as such, You shall tender the returned fee, together with the rent and any late fees due, by Cashiers Check or Money Order. If a check submitted by You is returned, We reserve the right to require that You make all future payments by Cashiers Check or Money Order only, and We also reserve the right to seek enforcement of the returned check pursuant to N.C. GEN. STAT. § 6-21.3.

**5. SECURITY DEPOSIT:** You agree to tender to Us the Total of All Deposits (the "Deposit") as described in Paragraph 1(H) of this Agreement prior to taking possession of the Home. This sum shall be held in trust as a Security Deposit at the financial institution listed in Paragraph 1(H). We will hold the Deposit for the period that You occupy the Home. After You move from the Home and remove all items of personal property and surrender possession of the Home back to Us, We will determine whether or not You are eligible for a refund of any or all of the Deposit. The amount of the refund will be determined in accordance with N.C. GEN. STAT. § 42-51 and the following conditions and procedures:

**A.** You understand that the Deposit is Security for Your performance of the terms and conditions of this Agreement, and You agree that the Deposit cannot be applied under any circumstances towards rent (including but not limited to the last month's rent) or other charges due while You are in possession of the Home;

**B.** If the Home is rented by more than one Lessee, all of You agree that You are responsible for dividing any refund among Yourselves. We may pay the refund to any Lessee named in Paragraph 1(A) of this Agreement, and in such an event, You agree to hold Us harmless for such action;

**C.** Upon a sale or conveyance of the Home, We may transfer or assign the Deposit to the new owner, who then assumes the liability thereof upon transfer, and at that point in time, You agree that Our liability for the Deposit shall terminate;

**D.** IF WE PLACE THE SECURITY DEPOSIT IN AN INTEREST-BEARING BANK ACCOUNT, YOU AGREE THAT ANY INTEREST THAT ACCRUES SHALL BE FOR OUR SOLE BENEFIT, AND THAT WE MAY WITHDRAW SUCH INTEREST AT ANY TIME;

**E.** We will refund You the amount of the Deposit LESS any amount needed to pay the cost of:

(1) unpaid rent;

(2) damage to the Home in excess of normal wear and tear including, but not limited to, damage to or destruction of smoke detectors or carbon monoxide detectors;

(3) unpaid late fees, Eviction Filing Fees, Court Appearance Fees, or Second Trial Fees (see Paragraph 38) or any other fees or costs authorized by N.C. Gen. Stat. § 42-46;

(4) cleaning the Home if You fail to clean the Home properly and if Your failure to clean the Home properly results in damages that exceed normal wear and tear;

(5) any unpaid bills that become a lien on the Home;

(6) re-renting the Home after Your default of this Agreement, including, but not limited to reasonable commissions paid to Our agent(s);

(7) any damages and/or court costs incurred by Us as a result of Your default of this Agreement;

(8) any unpaid charges for submetered water and sewer services or prorata electric services authorized by N.C. Gen. Stat. § 62-110(g) and (g1).

F. If we can determine the extent of all Our potential deductions from the Security Deposit, We shall, within thirty (30) days after termination of the tenancy and Your delivery of possession of the Home back to Us, return the balance, if any, of the Security Deposit, along with an itemization of any deductions from the Security Deposit, to You at Your last known address. NOTE: You agree that Your delivery of possession of the Home shall not be considered complete until You comply with Paragraphs 35(B) and 35(F). If we cannot determine the extent of Our potential deductions from the Security Deposit within thirty (30) days after termination of the tenancy and Your delivery of possession of the Home back to Us, then We shall provide You with an interim accounting no later than thirty (30) days after termination of the tenancy and delivery of possession of the Home to Us, and We shall provide You with a final accounting within sixty (60) days after termination of the tenancy and delivery of possession of the Home to Us. If Your address is unknown or if Your deposit is returned to Us as undeliverable by the U.S. Postal Service, We will hold the balance of the Deposit for Your collection for a period of six (6) months, after which time any remaining balance of the Deposit shall escheat to the State of North Carolina. At such time, Our liability for the return of the Deposit shall cease.

G. While the Deposit may be increased as shown in Paragraph 1(H) due to the presence of a pet, the Deposit can be applied as set forth in Paragraphs 5(E)(1) through 5(E)(8) and not just to those damages that may be attributed to the presence of a pet. You agree that the Deposit is not to be considered a non-refundable pet fee or separate monthly pet rent. You agree that any non-refundable pet fee or monthly pet rent serves only as consideration for Your privilege of maintaining a pet at the Home and not as payment for future damages relating to said pet. As such, You also agree that any non-refundable pet fee or monthly pet rent is not subject to the deposit itemization requirements at lease termination.

H. Absent a separate written agreement or written modification to the Agreement signed by all parties, in the event a co-Lessee ("the terminating Lessee") seeks to terminate the Agreement and avoid further liability under the Agreement as provided by N.C. GEN. STAT. § 42-45.1, and in the event the Agreement shall continue in full force and effect as to any remaining Lessee(s), You agree that the ownership of any and all security deposits tendered under this Agreement shall automatically transfer to the remaining, non-terminating Lessee(s);

#### 6. PETS:

A. No animals, birds, or pets of any kind shall be permitted in the Home at any time without Our express, written consent, which shall be documented in a separate Pet Agreement. You understand and agree that We have the sole discretion and absolute right to determine regarding what animals, if any, will be allowed to enter or remain in the Home, although reasonable accommodations will be made where otherwise required by law. You further understand and agree that even if We permit a pet in the Home, the pet must be removed from the Home if, in Our sole discretion, We determine that the pet constitutes a nuisance, creates a disturbance, or causes damage, poses a threat to the safety of any person or property, or is no longer desirable. Should we discover that You have or had an unauthorized pet in the Home during Your tenancy (whether or not Our discovery of the unauthorized pet occurs during Your tenancy or thereafter), You agree that You shall be liable to Us for the immediate payment of any and all non-refundable pet fees and pet rents and pet deposits normally due to Us pursuant to Our rules and regulations, or pursuant to Our normal charges and fees. You understand and agree that it is unreasonable for You to demand that We ascertain the exact date and time that any unauthorized pet was present in the Home for the purpose of establishing a prorated sum; accordingly, for the purposes of assessing the amount of said pet fees and pet rents and pet deposits that You owe to Us, You agree that such amounts shall be calculated as though the unauthorized pets were present in the Home on the first day of the initial lease term. In the event You fail to tender these sums immediately upon Our demand, it will constitute Your default of this Agreement.

B. You understand and agree that the presence of pet urine or other animal waste that may be deposited in the carpeting or on the flooring of the Home during Your tenancy represents certain biological, health, and safety hazards--as well as offensive odors--for Yourself and for future and neighboring tenants. Due to (1) the unique characteristics of animal urine and other animal waste and its damaging

effects on carpet, carpet padding, and flooring and (2) the unlikelihood of cleaning such damages to the satisfaction of future tenants, You agree that the presence of animal urine or animal waste in the carpet or flooring of the Home shall not, under any circumstances, be considered normal wear and tear. You understand and agree that, in any event, You shall be fully responsible for the value of replacement and installation of carpet, flooring, and/or fixtures necessitated by the presence of animal urine or other animal waste found by Us in the carpeting or flooring of the Home, and that the Deposit referenced in Paragraph 1(H) may be applied to such damages, though You shall be fully liable to Us for any deficiency. The replacement value of carpet, flooring, and fixtures shall be prorated based on the respective age of the item(s) at the time of replacement as compared to the original expected life of the respective item(s).

C. You understand and agree that the presence of pets in the Home may hinder Our ability to re-rent the Home to a future tenant, due to specific odors, dander, fleas, and other characteristics that may be objectionable to future tenants. As such, You agree that You shall be liable to Us for any costs associated with (1) deodorizing the Home, and (2) professionally treating the Home for the actual or suspected presence of fleas or ticks.

#### 7. KEYS AND LOCKS:

A. You agree not to install a security alarm system or additional or different locks or gates on any doors or windows of the Home, unless We first expressly approve of such installation in writing or as otherwise provided in Paragraphs 7(B), 7(C), and 7(D). In the event You activate any security alarm system or monitoring service, You shall immediately provide Us with all access codes and passwords used by the alarm system and by the monitoring service, if any. When this Agreement ends, You agree to return all keys, security access cards and devices, parking gate openers, current security alarm codes and passwords, AND garage door openers (as applicable to the Home) to Us. If keys are not returned to Us at the end of the tenancy, You agree to pay the usual lock fee described by Our then-existing policies or Rules and Regulations for each lock changed. For other devices named in this Paragraph, You shall be liable for their replacement value. At the end of Your tenancy, should You fail to provide Us with the then-current alarm codes and passwords for the security alarm system and monitoring service, if any, You shall also be liable to Us for Our costs to alter or restore such codes.

B. You also agree that at any time any other co-Lessee may request, either orally or in writing, that We install new or different locks to the Home. You agree that, whenever We may install replacement locks at the Home at Your request, You shall be responsible to pay Us the amount listed under Paragraph 1(I) or the amount required pursuant to Our policies and/or Rules and Regulations in effect at the time.

C. In the event We install replacement locks, You understand and agree that We shall provide keys for the replacement locks for the Home to any other co-Lessee who may request them, with the exception of persons who may be Perpetrators of sexual assault, stalking, or domestic violence and who have been ordered to remain away from the Home by a court of law, as provided in Paragraph 7(D), below.

D. Procedures for Changing of Locks for Victims of Domestic Violence, Sexual Assault, or Stalking. A person who has been ordered to remain away from the Home or is otherwise excluded from entry into same pursuant to a domestic violence restraining order or any other similar governmental order barring the person's re-entry into the Home shall, for the purposes of this Agreement, be referred to as a Perpetrator.

(1) Where the Perpetrator is a Lessee or Authorized Occupant: In the event a co-Lessee or Authorized Occupant or any other household member claims to be the victim of domestic violence, sexual assault, or stalking, and the co-Lessee or Authorized Occupant or household member (also referred to as the "victim") seeks to change exterior door locks (hereinafter "locks") to bar the Perpetrator or any other person having key access to the Home from re-entering the Home under the terms of this Paragraph, the victim must first provide Us with a copy of an Order issued by a court that requires the Perpetrator to stay away from the Home. Upon Our receipt of (a) the victim's request to change locks (which may be in oral or written form) and (b) a copy of the Order, We shall either change the locks within seventy-two (72) hours or grant permission to the victim to change their own locks. Should We fail to change locks within seventy-two (72) hours after receipt of the victim's request and a copy of the Order, the parties agree that Our failure to act within such time shall serve as Our granting of permission to the victim to change the locks pursuant to N.C. GEN. STAT. § 42-42.3. In the event the victim changes their own locks, You shall provide Us with a working key to the replacement locks within forty-eight (48) hours of the replacement locks' installation. Pursuant to the terms of this Paragraph and the pertinent provisions of N.C. GEN. STAT. § 42-42.3, You agree that We shall not provide keys for replacement locks or otherwise grant access to the Home to any person We know to be a Perpetrator, whether or not the Perpetrator may be You, an Authorized Occupant, or any other person. In such an event, You agree that We are not liable for civil damages to the Perpetrator excluded from the dwelling unit, including, but not limited to, any claims related to the Perpetrator's loss of use of the Home or loss of use or damage to the Perpetrator's personal property.

(2) Where the Perpetrator does not reside in the Home: In the event You request a change of locks and claim to be the victim of domestic violence, sexual assault, or stalking, We shall either change the locks within forty-eight (48) hours of

the request or grant You permission to change Your own locks. Should we fail to change locks within forty-eight (48) hours after receipt of Your request, the parties agree that Our failure to act within such time shall serve as Our granting of permission to You to change Your own locks pursuant to N.C. GEN. STAT. § 42-42.3. In the event You change Your own locks, You agree to provide Us with a working key to the replacement locks within forty-eight (48) hours of their installation.

E. Key Access: With the exception of the procedures related to Perpetrators described in Paragraph 7(D), You agree that We may open the Home to any Authorized Occupant listed under Paragraph 1(A) of this Agreement upon the request of such Authorized Occupant (whether or not said Authorized Occupant is a minor) where You have indicated that this is acceptable to You, as signified by checking the box for key access beside the name of the respective Authorized Occupant(s) listed in Paragraph 1(A) of this Agreement. This authorization imposes no duty upon Us to open the Home for any Authorized Occupant, and You waive any claim for damages resulting from Our act of opening the Home for such Authorized Occupant.

8. COMMON AREAS: For the purposes of this Agreement, the terms "Common Area" or "Common Areas" shall refer to all land and fixtures and spaces (other than Our business and management offices) outside the Home that are owned and maintained by Us and comprise the single piece of real property (or the contiguous pieces of real property) that form the single community in which the Home is located. You understand and agree that the use of the Common Areas (including any amenity, swimming pool, exercise room, basketball court, parking areas, laundry facilities, roadways, and so forth) is subject to any Rules and Regulations set by Us and that such Rules and Regulations may be changed at any time without notice. You understand and agree that Your payment of rent to Us only entitles You to the rental and use of the Home and Your ingress and egress to and from the Home while You remain in legal possession of the Home; You also understand and agree that Your use of any Common Area facility (also known interchangeably as "amenity") is not included as part of the rent but instead is a privilege (not a right) granted to You by Us. We may revoke Your privilege to use a Common Area facility anytime if, in Our sole discretion, You or an Authorized Occupant or Your guest (a) misused the facility in any way, or (b) disturbed the rights or comfort of other people in the facility. In the event We revoke Your privilege to use a Common Area facility, You agree that We have the right to trespass You and Your Authorized Occupant(s) criminally from the Common Area facility. Accordingly, You further agree that (i) We may cease or eliminate any Common Area facility at any time, or (ii) We may forbid You or any Authorized Occupant or guest from entering or using any Common Area facility or amenity based on Your (or their) misuse of same, and in either event, You would not be entitled to any rent reduction or abatement or rescission of any kind whatsoever.

9. USE OF THE HOME: You agree to use the Home for residential purposes only and agree not to use the Home in any manner which We deem is injurious to Our reputation, safety, or welfare or is otherwise injurious to the property or to any person whatsoever. Generally, You may not use the Home for business purposes. However, where allowed by law and by Us in Our sole discretion, You may use the Home as a home office provided that such home office use (a) is ancillary to the residential use, (b) does not generate any additional pedestrian or vehicular traffic to or from the Home or Common Areas, and (c) does not cause any disturbance to other neighbors or other tenants or occupants of the community in which the Home is located.

#### 10. ASSIGNMENT AND SUBLETTING/TRANSFER OF INTEREST:

You agree that You may not assign or sublet this Agreement or the Home in any manner or to any extent without Our prior express written permission. It is hereby understood and agreed that any consent obtained from Us as to any assignment or subletting of the Home shall not constitute Our consent to any future assignment or subletting, nor would any such consent release You from liability under this Agreement. It is understood that We may sell or transfer the Home and transfer this Agreement to any new owner. In the event that the Home is sold or transferred, You agree that We are released from all obligations under this Agreement and Your sole remedy would be against Our successor in rights.

11. MAINTENANCE: Consistent with N.C. GEN. STAT. § 42-41, § 42-42, § 42-43 and this Agreement, We agree to maintain the Home in a fit and habitable condition, subject to the reasonable limitations described in Paragraph 16. You understand and agree that We are entitled to a reasonable time to make any necessary repairs or maintenance and that You shall not be entitled to any abatement for any inconvenience or annoyance during that reasonable time. You further understand and agree that You may NOT withhold the payment of rent under any circumstances, regardless of any allegation made by You that We did not make repairs within a reasonable time or that We otherwise failed to cure any other complaint made by You.

#### A. We Agree To:

- (1) maintain the Common Areas in a clean condition;
- (2) maintain all equipment and appliances in a proper working order;
- (3) make necessary repairs with reasonable promptness after receiving written notice from You;
- (4) provide routine pest extermination treatment (though (i) if We determine that additional extermination treatments are required due to Your failure to

maintain the Home in a clean and safe condition, or (ii) if You fail to cooperate with Our routine pest control extermination treatments, including but not limited to, Your failure to prepare Your unit for extermination treatment after receiving proper notice from Us, then in either event You will be liable to Us for the cost of additional pest extermination treatments and any other expenses associated with such additional treatments); AND

- (5) provide operable smoke detectors (and where required by law, carbon monoxide detectors) and repair or replace the smoke detectors (and carbon monoxide detectors, where applicable) when You notify Us in writing that repair or replacement is needed.

#### B. You Agree To:

- (1) keep the Home, including plumbing fixtures, facilities, and appliances, in a clean and sanitary condition;
  - (2) comply with all laws, health and policy requirements with respect to the Home, including, but not limited to, N.C. GEN. STAT. § 42-43, and in the event You fail to comply with any duty imposed by N.C. GEN. STAT. § 42-43, You hereby release Us of any duty to comply with N.C. GEN. STAT. § 42-42(a) and Paragraph 11(A);
  - (3) use all appliances, fixtures, electrical wiring and outlets, plumbing, sanitation and waste disposal systems, heating, ventilation, air conditioning, and other equipment in a safe manner and only for the purposes for which they are intended;
  - (4) not litter the grounds or Common Areas and to keep the sidewalks, entrances, porches, floors, exterior patios, balconies, and front and back yards free from discards, clutter, unsightly items, and other personal articles;
  - (5) not destroy, deface, damage or remove any part of the Home or Common Areas;
  - (6) give Us prompt written notice of any imminently dangerous condition, as defined by N.C. GEN. STAT. § 42-42(a)(8), or of any unsafe or unsanitary condition, or of any defects in the plumbing, fixtures, appliances, heating and/or cooling equipment or any other part of the Home or Common Areas, except in the event of an emergency, when You are to give notice by the quickest means available;
  - (7) remove garbage and other waste from the Home in a clean and safe manner;
  - (8) supply all electric light bulbs, heating and air conditioning filters, and fuse replacements required during Your tenancy;
  - (9) periodically inspect the smoke detectors and carbon monoxide detectors to ensure their operability and notify Us in writing of any needed repairs;
  - (10) test and replace batteries in any battery-operated smoke detectors and carbon monoxide detectors at the beginning of the tenancy, during the tenancy, and during any renewal thereof;
  - (11) do nothing to disable the smoke detectors and carbon monoxide detectors;
  - (12) do nothing that would cause, permit, or otherwise allow or exacerbate any insect infestation (including bed bugs) in the Home;
  - (13) immediately notify Us in writing of any insect or bed bug infestation in the Home; AND
  - (14) comply fully with any insect or bed bug treatment or eradication plan as presented by a licensed pest control company ("pest control vendor") that We may retain to treat the Home, and in the event that You fail to (a) grant Us or Our pest control vendor access to the Home for pest inspection and treatment, (b) prepare the Home for treatment pursuant to Our specific requests, or (c) permanently remove infested personal property from the Home per Our request, You understand and agree that (i) You will be in default of this Agreement and (ii) You shall be liable for any damages or losses incurred by Us as a result.
12. MOLD, MILDEW, AND OTHER ENVIRONMENTAL ISSUES: You acknowledge and agree that, for both the maintenance of the Home and for Your health and well-being as well as that of Your occupants, family, and guests, You shall provide appropriate climate control, keep the Home clean, and take other measures to retard and prevent mold and mildew from accumulating in the Home. Additionally, You agree to:
- A. Clean and dust the Home on a regular basis and to remove visible moisture accumulation on windows, walls, and other surfaces as soon as such accumulation becomes reasonably apparent;
  - B. Immediately notify Us of any evidence of a water leak or excessive moisture or standing water inside the Home;
  - C. Immediately notify Us of the presence of mold, mildew, or similar growth in the Home that persists after You have first attempted to remove it through the application of common household cleaning solutions or anti-microbial products;
  - D. Immediately notify Us of any malfunction of any part of the heating, ventilation, air conditioning, plumbing, or laundry systems present on the Home;
  - E. Immediately notify Us of any inoperable doors or windows in the Home.
- F. In any event, You agree that You shall be solely responsible for damages caused to the Home—and to personal property present in the Home, as well as any injuries or adverse medical condition suffered by You or Your occupants, family, or guests—resulting from Your failure to comply with the terms of this Paragraph 12.
- G. Further, You agree that We may, in Our sole discretion, relocate You to an

equal or better rental home ("new home") whenever there is an environmental concern, including but not limited to mold or mildew or any condition described in Paragraph 22(A). Such relocation shall in no way terminate this Agreement but shall only automatically amend this Agreement as to the Address of the Home (as set forth in Paragraph 1(B) of this Agreement) to reflect the address of the new home. In the event We determine that such relocation is in any way related to Your failure to comply with the terms of this Paragraph or any other requirement of this Agreement, then the costs of such relocation shall be at Your sole expense.

13. **DAMAGES:** You agree to hold Us harmless and to indemnify Us from all fines, penalties and costs related to Your violations of Your noncompliance with any laws, requirements or regulations and from any liability arising out of such violations or noncompliance. You and We expressly agree that N.C. GEN. STAT. § 42-10 shall not apply to your tenancy. As such, You agree that We shall hold You strictly liable for all damage at the Home caused directly or indirectly by You, Your Authorized Occupants, Your guests, and/or Your visitors. In the event of such damage, You agree to pay:

A. The cost of all repairs and to do so within seven (7) days after receipt of Our demand for the repair charges; and

B. Total Monthly Rent during the period the Home is damaged, whether or not the Home is fit or habitable.

14. **RESTRICTIONS AND ALTERATIONS:** You agree not to do any of the following without first obtaining Our written permission:

A. Change or remove any part of the appliances, fixtures or equipment in the Home;

B. Paint any part of the Home or install paneling, wallpaper or contact paper in the Home;

C. Attach awnings or window guards inside or outside the Home;

D. Attach or place any object, appliance, electronic device, fixture, sign, fence or clothesline anywhere in the Common Areas, including, but not limited to, any building, breezeway, stairwell, rooftop, on the exterior side of any patio or balcony or window, or anywhere else outside the Home itself;

E. Attach any shelves, dividers, screen doors or make any other temporary or permanent improvements in the Home;

F. Place or attach any aerials, antennas, satellite dishes, or other electrical connections in or on the Home or Common Areas without Our written permission, but in the case of the installation of a satellite dish, We shall not unreasonably withhold written permission, so long as:

(1) the satellite dish remains inside the Home (i.e., the satellite dish and/or its mounting equipment do not hang over the edge of a patio, deck, window or balcony, and the satellite dish and/or its equipment are not placed in any Common Area, including window sills or any other ledge or surface on the exterior of windows or doors of the Home);

(2) the satellite dish is mounted and secured without damaging the Home in any way ("damaging the Home" includes the use of drilling, bolting, or screwing support structures into any portion of the Home or altering windows or doors or their respective frames or structures in any way so as to make the use of a satellite dish possible, and if any damage to the Home occurs, You shall be liable to Us for the full extent of such damages, including but not limited to water damages and mold damages);

(3) no cables or wires of any kind may be installed into or through any wall of the Home;

(4) In consideration for allowing the installation and use of a satellite dish in the Home, You accept any and all risks inherent in installing or maintaining a satellite dish at the Home, and You also indemnify and hold Us harmless for any damage or injury to any person or chattel caused by the use or installation of the satellite dish in the Home; AND

(5) At Our sole discretion, You agree to provide Us, at Our request, evidence of an existing renter's insurance or other liability insurance policy which provides coverage in an amount not less than \$25,000.00 in the event of injury to any other person or person's chattel arising from the use or installation or presence of a satellite dish in the Home. This subsection shall not apply if You are required to maintain insurance policies as provided by Paragraph 1(D) and 20(D) of this Agreement.

G. In any event, You agree that any improvement or alteration made by You or anyone under Your control shall become a part of the Home and the property, unless We agree otherwise in writing, and You agree that any improvement or alteration that We authorize must be (i) done only in a workmanlike manner, and (ii) no lien may attach to the Home. You also agree that You shall have no claim against Us to recover the value of any improvements or alterations, even those authorized by Us.

#### 15. YOUR GENERAL RESTRICTIONS & OBLIGATIONS:

A. You agree Not To:

(1) Permit any person other than those listed in Paragraph 1(A) to reside or to stay in the Home without Our express written permission. Residency in the Home by an unauthorized person may be established by the totality of the circumstances;

(2) Use the Home for any purpose deemed hazardous by insurance companies carrying insurance thereon;

(3) Make or permit noises or acts that will disturb the rights or comfort of anyone, including any other tenant of Ours, any Authorized Occupant, and any

employee or representative or contractor of Ours, and for the purposes of this Paragraph, such noises or acts shall include, but are not limited to, (i) verbal or physical abuse, (ii) cursing, (iii) yelling, (iv) actual or implied threats, (v) any form of intimidation, whether physical or verbal, or (vi) refusing to leave either the management office or any Common Area facility/amenity immediately upon Our request—though as to these restrictions, You specifically understand and agree that:

(a) Any duty that We may have to enforce this Paragraph 15(A)(3) against any neighbor of Yours or other tenant shall be subject to, and limited by, the provisions of Paragraph 16; but

(b) Notwithstanding the provisions of Paragraph 16, We shall have the absolute right to enforce Paragraph 15(A)(3) against You in our sole discretion, and in so doing, You understand and agree that You may not, under any circumstances, employ any of the terms of Paragraph 16 as a defense to Your default in Paragraph 15(A)(3);

(4) Discharge, display, or in any way use in or around the Home or Common Areas any firearm or weapon of any type, including but not limited to air rifles and pistols, bows and arrows, knives (other than ones being used for cooking or eating food), swords, etc.;

(5) Use a portable grill within ten (10) feet (or any higher limit imposed by local ordinances) of the Home or of any combustible material not being used for grilling, unless otherwise indicated;

(6) Use the exterior patio, balcony, and/or entrance area for storage; AND

(7) Introduce or use any fossil-fuel burning heating unit or generator in the Home.

B. You agree To:

(1) Observe and comply with any Rules and Regulations which now exist or which may be later established by Us for the maintenance and operation of the Home or for the Common Areas. You understand and agree that such Rules and Regulations are or otherwise shall be referenced hereto and incorporated herein as part of this Agreement;

(2) At the time You vacate and surrender possession of the Home, You will provide Us with written authorization allowing Us to dispose immediately of any personal property left by You, and in so doing, You agree to sign, upon our request, a document that will assign to Us the ownership of any and all personal property that You intend to abandon in the Home;

(3) Allow Us or any law enforcement officer to remove or have removed from the Common Areas any person who cannot or will not establish that he/she is a Lessee or Authorized Occupant or Your invited guest; AND

(4) Abide by the terms, restrictions, covenants, and rules and regulations that may be promulgated from time to time under the authority of any recorded instrument affecting the Home, including but not limited to homeowners' association covenants. You agree that any such recorded documents affecting the Home are incorporated herein by reference as if set out fully herein as part of this Agreement.

C. **Non-Smoking Units.** The contents of this Paragraph 15(C) shall be considered valid terms and conditions of this Agreement ONLY in the event that Paragraph 1(E) designates the Home as a non-smoking unit.

(1) **Definition of Smoking:** The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, other tobacco product, or similar lighted product in any manner or in any form; the term "smoking" shall also include the act or omission of permitting others to perform any of the aforementioned acts.

(2) **Smoke-Free Building and Environment:** You understand and agree that the Home has been designated as a smoke-free living environment. You, Authorized Occupants, and any guest or visitor of Yours shall not smoke anywhere in the Home or the building in which the Home is located or in any of the Common Areas immediately adjoining the building in which the Home is located.

(3) **Your Duty to Advise Us of Violations:** You shall inform Your guests of the smoke-free requirements ("smoke-free policy") of this Agreement. You shall also promptly give Us a written statement of any incident where tobacco smoke is migrating into the Home from sources outside of the Home. You understand and agree that the enforcement of the smoke-free policy is only possible through Your cooperation with Us. As such, in the event that any information You provide to Us leads Us to evict another tenant for a default of this Agreement, You agree to appear in court—whether by Our informal request or via subpoena—and testify as a witness on Our behalf. You agree that any such duties are subject to the provisions of Paragraph 16.

(4) **Lessor Not a Guarantor of Smoke-Free Environment:** You acknowledge and agree that Our adoption of a smoke-free living environment, and the efforts to designate the Home and the building and Common Areas immediately adjoining the Home as smoke-free, do not make Us the guarantor of Your health or of the smoke-free condition of the Home, the building, and the Common Areas. However, We shall take reasonable steps to enforce the smoke-free policy of this Agreement and of similar Leases signed by Your neighbors, where possible and applicable. You agree that Our duties to enforce the smoke-free policy are subject to the provisions of Paragraph 16.

(5) **Acknowledgements Regarding Smoke-Free Environment:** You acknowledge that Our adoption of a smoke-free living environment and Our efforts to designate the Home as smoke-free do not in any way change the standard of care that We owe to You as described elsewhere in this Agreement and limited by



the terms of Paragraph 16. Furthermore, You understand and agree that designating the Home as smoke-free does not make the Home any safer, more habitable, or improved in terms of air quality standards than any other rental Home. Furthermore, We cannot and do not warrant or promise that the Home or Common Areas will be free from secondhand smoke. Should You, Your Authorized Occupants, or Your guests have respiratory ailments, allergies, or any other physical or mental condition directly affected by smoke, You and they are put on notice that We do not assume any higher duty of care to enforce the smoke-free policies than any other landlord obligation arising under the Lease or under North Carolina law.

**D. Smoking Units.** The contents of this Paragraph 15(D) shall apply to the Home if it is not designated a non-smoking unit. You understand and agree that though We permit You to smoke tobacco in the Home, even moderate tobacco smoke can still result in smoke and odor residue throughout the Home, which will make it unmarketable to future prospective tenants without significant and expensive treatments to remove the smoke odors and smoke residue from the surfaces of the Home. As such, You agree that the presence of tobacco smoke odor and residue in any area or surface of the Home shall not, under any circumstances, be considered normal wear and tear. You understand and agree that, in any event, You shall be fully responsible for the actual costs of deodorization and ozone treatments to reverse the smoke and odor damage caused by Your act of permitting smoking in the Home. Should good-faith deodorization efforts fail to remove the tobacco smoke odor and residue from any surface of the Home, including carpets, walls, and fixtures, You understand and agree the You will be liable to Us for the value of the replacement and installation of such carpet, walls, and/or fixtures, and that the Deposit referenced in Paragraph 1(H) may be applied to such damages, though You shall be fully liable to Us for any deficiency. The replacement value of carpet, flooring, and fixtures shall be prorated based on the respective age of the item(s) at the time of replacement as compared to the original expected life of the respected item(s).

**16. LIMITATIONS ON FITNESS, HABITABILITY, AND PEACEFUL, SAFE & QUIET ENJOYMENT OF THE HOME.** You and We specifically agree that:

**A. Smoke and Odors.**

(1) You agree that N.C. GEN. STAT. § 42-42 and/or any other similar element of common or municipal law related to fitness and habitability do not impose a duty on Us to make the Home smoke-free or odor-free to Your satisfaction, particularly where said smoke and/or odors and/or smells are caused by Your neighbors;

(2) You agree that certain smells (to include cooking certain types of food), odors, and tobacco smoke caused by Your neighbors (and Yourself) have the capability of penetrating walls, ceilings, and floors, and You further agree that this reality is inherent in any multifamily living environment such as condominiums and apartments and any other rental housing property where units are built immediately next to, or on top of, each other; and

(3) You agree that it is impossible or unreasonably impractical (due to the extraordinary costs involved) for Us to prevent odors, smoke, and other smells from entering the Home from neighboring rental units, even with Our use of modern building materials and Our compliance with applicable building codes.

**B. Noises/Sounds.**

(1) You agree that the concept of peaceful, safe, and quiet enjoyment (as generally defined by applicable common law and provided by N.C. GEN. STAT. § 42-59.1) is not a guarantee that the Home will be perfectly quiet, safe, or peaceful, and due to the inherent nature of multifamily living environments, You agree that certain everyday sounds such as walking, talking, cleaning, using common appliances, and the occasional entertaining of guests will penetrate walls, floors, and ceilings, and as such, You agree that We cannot guarantee that You will have a completely quiet and serene living environment;

(2) As such, You agree that it is impossible or unreasonably impractical for Us to prevent noises or sounds from penetrating the walls, floors, and ceilings of the Home, even with Our use of modern building materials and Our compliance with applicable building codes;

(3) You understand and agree that any complaint made by You, regardless of the number or intensity, that You submit to Us regarding elevated noise or other disturbing sounds is inadmissible hearsay for the purposes of an eviction (summary ejectment) lawsuit to the extent that We would attempt to submit Your oral or written statements to a court of law. As such, You understand and agree that We cannot attempt to file a legitimate eviction lawsuit against any offending neighbor unless and until (a) You first agree to appear in a court of law and testify as an eyewitness against Your neighbor and (b) You or We are able to corroborate Your complaints with sworn testimony of at least one other neighbor or eyewitness. If You refuse or fail to comply or to cooperate with requirements (a) and (b) described above, You understand and agree that You have essentially prevented Us from obtaining a legal remedy as to the elevated noises or sounds that may exist in the Home, and as such, You agree that (i) You do not have any right to obtain any legal remedy or reimbursement or damage against Us under any theory of law whatsoever related to noises or similar disturbances, (ii) You do not have any right to demand early termination of this Agreement without liability, and (iii) You do not have the right to demand that We allow You transfer to any other rental property.

**C. Objective Standards.** You agree that (a) the implied warranties of fitness and habitability (as defined by applicable common law and N.C. GEN. STAT. § 42-42)

and (b) the concepts of peaceful, safe, and quiet enjoyment are objective (not subjective) concepts judged against the general population. As such, You agree that Our duties to You are based on an objective and reasonable standard, and therefore We cannot be held liable or otherwise responsible under any theory of law for any subjective, unique, or even dangerous sensitivities that You or Your Authorized Occupants may have to any smoke, odor(s), noises, sounds, or other nuisances.

**D. Due Diligence Acknowledgement.** You agree that You had a duty to exercise due diligence regarding any aspects of the Home that are material to You, and by signing the Lease, You acknowledge and agree that You are completely satisfied. As such, You agree that (i) We have no duty to compensate You or to change any aspect of the Home so as to ensure that the Home will be free of any condition that may have been discovered through Your exercise of due diligence, (ii) nor did We have a duty to disclose any such condition to You, (iii) nor do We have a duty to ask any neighbor or any other third party to change any lawful aspect of their behavior (including, but not limited to, the smoking of tobacco inside or outside their home).

**E. ASSUMPTION OF RISK; WAIVER OF CLAIMS.** Given the above, and by signing this Agreement and taking possession of the Home, YOU FREELY AND VOLUNTARILY ASSUME THE RISK OF INCONVENIENCE AND NUISANCE RELATED TO NOISES, SOUNDS, TOBACCO AND SIMILAR FORMS OF SMOKE, COOKING SMELLS, AND SIMILAR ODORS OR SUBSTANCES. YOU UNDERSTAND AND AGREE THAT THE CONCEPTS OF FITNESS AND HABITABILITY AND PEACEFUL, SAFE AND QUIET ENJOYMENT ARE STRICTLY RELATED TO THE PHYSICAL CONDITION(S) OF THE HOME ITSELF AS PROVIDED BY US OR CONDITIONS THAT ARE DIRECTLY (NOT PROXIMATELY OR INDIRECTLY) CAUSED BY US. YOU AGREE THAT ISSUES SUCH AS NOISES, SOUNDS, TOBACCO AND SIMILAR FORMS OF SMOKE, COOKING SMELLS, AND SIMILAR ODORS OR SUBSTANCES ARE NOT DIRECTLY CAUSED BY US, BUT INSTEAD THEY ARE CAUSED SOLELY BY THE ACTS OR OMISSIONS OF YOUR NEIGHBOR(S) AND/OR THEIR GUESTS, AND UNLESS SAID ACTS OR OMISSIONS ARE CRIMINAL IN NATURE, YOU AGREE THAT YOUR ONLY LEGAL REMEDY IS AGAINST YOUR NEIGHBOR(S) OR THEIR GUESTS UNDER A LEGAL THEORY OF PRIVATE NUISANCE. AS SUCH, YOU WAIVE ANY AND ALL CLAIMS AGAINST US THAT ARISE OUT OF OR ARE IN ANY WAY RELATED TO NOISES, SOUNDS, TOBACCO OR SIMILAR FORMS OF SMOKE, COOKING SMELLS, AND SIMILAR ODORS OR SUBSTANCES THAT MAY BE CAUSED BY YOUR NEIGHBOR(S) AND/OR THEIR GUESTS.

**17. RIGHT OF ENTRY:** We reserve the right to enter the Home, with or without notice, during reasonable times for any inspections, maintenance, pest extermination treatments, alterations, or improvements deemed necessary or desirable in Our sole discretion, or to show the Home to prospective residents during the last thirty (30) days of the rental term. We reserve the right to place "For Rent" and/or "For Sale" signs on the Home, at any time deemed necessary or desirable in Our sole discretion. We reserve the right to enter the Home, with or without notice to You, at any time deemed necessary in Our sole discretion to protect life or prevent damage to the Home—including by way of example, but not limited to, turning on utilities at Your expense during periods of cold weather to protect against the possibility of frozen pipes. Should You be in default of this Paragraph, We may, in addition to all other remedies available under law or otherwise set forth in this Agreement, hold You liable for special damages related to the loss of income and other monetary damages related to Your act of preventing or otherwise discouraging Us from either maintaining or improving the Home or from showing same for sale or lease to third parties.

**18. AUTOMOBILES & PARKING:**

**A.** Parking is allowed in the designated areas only for cars and light trucks. Any other type of vehicle or object, including but not limited to motorcycles, boats, trailers, recreational vehicles (RV's), motorhomes, or any container used for moving or storage of personal property, shall not be allowed in the Common Areas unless We grant You prior written permission.

**B.** We reserve the right to control parking in any manner We deem necessary in Our sole discretion.

**C.** Vehicles shall be parked so as not to obstruct spaces for other vehicles, driveways or sidewalks.

**D.** All vehicles must be kept in proper operating condition so as not to be a hazard or a nuisance by reason of noise, emissions, appearance or otherwise. Except for minor adjustments, no repairs or maintenance shall be conducted on the property or Common Areas. Drainage of any automotive fluids in a Common Area is strictly prohibited.

**E.** Car washing is not allowed except in such designated area(s) that We specifically establish.

**F.** At Our direction, any vehicle parked on the Home or property that is unlicensed, inoperable, abandoned, or lacking any required permit may be towed away and stored at its owner's expense, and in such an event, You agree that We will not incur any liability to anyone for any reason, including but not limited to You, Your guests, and Your Authorized Occupants.

**G.** You agree that We may tow, without notice or demand, any vehicle in violation of any provision of this Paragraph 18. Should We tow any vehicle as a result of a

breach of any portion of this Paragraph 18, You agree to hold Us harmless from any liability that arises from the towing away of any such vehicle owned, possessed, or maintained by You, members of Your household, or any of Your guests.

**19. DRUG AND CRIME-FREE HOUSING:**

A. You, Your guest(s), Your Authorized Occupant(s), and Your visitors, whether or not they are under Your control or direction, shall not engage in or facilitate criminal activity of any kind (including, but not limited to, any violation of any local ordinance regulating noise or nuisance), on or near the Home or on or near any property owned and/or operated and/or managed by Us or Our agent(s);

B. You, Your Authorized Occupants, guests, and visitors shall not engage in or facilitate any criminal activity anywhere;

C. You shall not allow the Home or Common Areas to be used by any person who may have an outstanding criminal warrant for their arrest, including but not limited to any arrest warrants related to a failure to appear in court in any criminal matter, regardless of the severity or nature of the criminal offense;

D. You shall not invite or allow any person to enter the Home or the community in which the Home is located, when the person in question is:

(1) a person who We have trespassed, removed, criminally-charged, or otherwise asked to leave from the Home, the Common Areas, or from other property owned or managed by Us or Our agent(s);

(2) a registered sex offender; OR

(3) any other person to whom We object, in our sole and unlimited discretion, once We have notified You of Our objection via written notice.

E. You shall immediately notify law enforcement or Us upon learning that any person described by Paragraph 19(D) has entered the Home or the community in which the Home is located;

F. Proof of a violation of this Paragraph 19 shall be by preponderance of the evidence;

G. The fact that a criminal prosecution involving criminal activity that violates this Agreement has not commenced or concluded, or has concluded or terminated without a conviction or adjudication of delinquency, shall not prevent either Our termination of this Agreement based on Your default of this Paragraph 19 or Our filing of any civil action against You--in essence, You agree that We may file a civil action against You whether or not a criminal prosecution is pending or whether the criminal action will result or has resulted in a finding of criminal innocence;

H. Where a criminal prosecution involving criminal activity that violates this Agreement results in a final criminal conviction or adjudication of delinquency, such adjudication or conviction shall be considered in any civil action brought by Us as conclusive and irrefutable proof that criminal activity occurred in default of this Agreement;

I. We may accept rent due and owing with full and complete knowledge of any illegal acts that violate this Agreement without such acceptance of rent constituting a waiver of the default(s);

J. For the purposes of this Paragraph, any crime involving domestic violence, sexual assault, stalking, or related offenses shall constitute a violation of this Paragraph, and if any domestic violence restraining order or similar governmental order is issued by a court of law as a result of such an act or acts, You understand and agree that We shall not provide keys to the Perpetrator for replacement locks for the Home pursuant to the terms of Paragraph 7(D);

K. We reserve the right to check the criminal records of You and Your Authorized Occupants at any time during the initial rental term or renewal terms of this Agreement, though You understand and agree that We have no affirmative duty to anyone, including You, to research or monitor the criminal records or sex offender records of any person;

L. Pursuant to Paragraph 19(D)(3), You understand and agree that You may not permit or otherwise allow the presence of a registered sex offender in the Home. Should we discover the presence of a registered sex offender in the Home, You agree that it shall constitute Your default of this Agreement. In addition, You understand and agree that We have the unfettered right to review, without Your permission or consent, the North Carolina sex offender registry at any time to determine whether or not a registered sex offender is present in the Home.

**20. INSURANCE, RELEASE & INDEMNITY:** Even if You are not required to secure insurance coverage pursuant to Paragraph 1(D), You agree that You should secure insurance to protect all personal property against loss resulting from theft, fire, storm and other hazards and casualties.

A. You understand and agree that neither We nor Our agents are liable for any damage to, destruction of, or loss of any personal property located or stored in the Home or in Common Areas regardless of the cause of such damage.

B. You agree to indemnify, defend and hold Us--and Our agents--harmless from and against all claims, liabilities and any other costs (including attorney's fees and court costs) arising out of:

(1) any harm to person or property resulting from the negligent or intentional acts or omissions of You or Your guests;

(2) any injury resulting from any default of this Agreement by You;

(3) Your failure to comply with any requirements imposed by any governmental authority;

(4) any judgment, lien or other encumbrance filed against Us or the Home as a result of Your actions;

(5) the towing of any vehicles belonging to You or Your guests pursuant to Paragraph 18(F) of this Agreement or any state or local law or ordinance; and

(6) any damages, expenses, and costs--to include attorney's fees--arising out of or in any way relating to injury to persons or property caused, whether directly or indirectly, by any animals owned or otherwise kept by You, Your Authorized Occupants, or Your guests.

C. You also agree that, in consideration for Our allowing You to use any Common Areas and amenities, YOU AND YOUR AUTHORIZED OCCUPANTS AND GUESTS SHALL ASSUME ALL RISKS ASSOCIATED WITH THE USE THEREOF AND SHALL HOLD US AND OUR AGENTS HARMLESS AND INDEMNIFY US AND OUR AGENTS FOR ANY INJURY ARISING OUT OF THE USE THEREOF.

D. **Insurance Requirements.** In the event Paragraph 1(D) of the Agreement indicates that You are required to have a liability insurance policy and/or a contents insurance policy in effect during the term of the Agreement, You specifically understand and agree that:

(1) During the term of the Agreement and any subsequent renewal periods, You agree to obtain and maintain, at Your sole expense, liability insurance and/or contents insurance [as specified by Paragraph 1(D)] at the respective minimum coverage level(s) specifically described in Paragraph 1(D) (hereinafter referred to as "Insurance Requirements"). For liability insurance, the Insurance Requirements shall cover each occurrence or incident that arises in any way from Your tenancy at the Home or for the acts or omissions of either You or any Authorized Occupant, guest, or visitor. You shall ensure that We are listed as an additional insured on the liability insurance policy.

(2) Prior to taking possession of the Home at the beginning of the initial rental term, You shall provide Us with certificates ("certificates") from Your respective insurance company(-ies) or agent(s), and the certificates shall (i) show that You have met the Insurance Requirements and (ii) shall require that the insurance company(-ies) will give Us written notice within ten (10) days of the cancellation or non-renewal of any insurance coverage required by Paragraph 1(D).

(3) Your failure to obtain and maintain insurance coverage meeting the Insurance Requirements shall constitute Your default of this Agreement.

(4) Your failure to obtain and maintain insurance coverage meeting the Insurance Requirements does not absolve You from Your liability to others, including Us, for damage or loss resulting from the behavior, act, and/or failure to act of You, any Authorized Occupant, visitor, or guest.

(5) You may purchase insurance meeting the Insurance Requirements through any insurance provider(s) of Your choosing, so long as any and all providers are insurance companies licensed to do business in the State of North Carolina. You are under no commitment or obligation to use the specific insurance provider(s) whose information We may provide to You as a courtesy.

**21. SECURITY:** We, Our agents, and Our employees do not make any warranties, guaranties or representations regarding the security of the Home or Common Areas. Any such warranties or representations, whether express or implied, are hereby disclaimed by Us. You understand and agree that You and Your Authorized Occupants are exclusively responsible for protecting Yourself, themselves, the Home, and guests from crime, fire and any other danger.

A. If security systems and/or personnel are present in the Home or Common Areas, their presence should not cause You or Your guests to rely upon the security systems and/or personnel or to lower Your and their vigilance in any way;

B. If security systems and/or personnel are present in the Home or Common Areas, no representation is made that they will prevent crime or injury, and We reserve the right to modify or eliminate any security system and/or personnel at any time without notice and without such actions constituting a breach of this Agreement or any other obligation;

C. You release Us and Our agents and Our employees from any or all liability for the criminal or intentional acts of others, and You agree that We have made no representations regarding the safety of the Home or Common Areas.

**22. FIRE OR CASUALTY:**

A. You shall immediately notify Us of any damage to the Home by fire, flooding, or other casualty, including natural disasters, other catastrophic damage, or the presence of a bed bug infestation, highly elevated levels of radon gas, or the presence of a methamphetamine laboratory and/or toxic chemicals used in or otherwise related to the production of methamphetamine. We may at Our sole discretion elect to repair the damage within a reasonable time under the circumstances, and in such an event, Your obligations under this Agreement shall continue. In the alternative, We may, at Our sole discretion, elect not to repair the Home, and in such an event, this Agreement shall terminate as of the date of the damage, and should You remain in possession of the Home after We elect not to make repairs to the Home, then You agree that You shall be considered a holdover tenant subject to eviction immediately pursuant to N.C. GEN. STAT. § 42-26(a)(1).

B. You and We expressly agree that N.C. GEN. STAT. § 42-10 shall not apply to Your tenancy; You agree that We shall hold You strictly liable for all damage at the Home, unless the damage is caused by Our own gross negligence. As such, You shall always be liable for and shall indemnify, defend, and hold Us harmless for, any damages caused by or attributable to You, Your Authorized Occupants, or Your guests or agents; in the event of damage caused by You, Your Authorized



Occupants, and/or Your guests or agents, We may declare a default of this Agreement and terminate Your right of possession without terminating the Agreement (pursuant to Paragraph 38) in which case Your obligations under the Agreement shall continue with full force and effect.

C. You understand and agree that in the event of a fire, flood, catastrophe, radon, methamphetamine, bed bugs, or other casualty that was not caused directly by Us, We have NO duty whatsoever to:

(1) find, provide, or pay for alternate housing for You; OR

(2) pay for any other related expense(s), including but not limited to any costs related to Your relocation to another home.

23. NOTICES: All notices shall be in writing. Where notices are required by this Agreement, they (i) cannot be in the form of or written onto any other instrument (such as a check or money order); and (ii) they shall be a written notice on letter-sized paper (8½" x 11") separate from the Agreement itself. YOU SPECIFICALLY AGREE THAT ORAL NOTICES, REGARDLESS OF FORM OR CONTENT OR IMPLICATION, SHALL NEVER CONSTITUTE THE TERM "NOTICE" AS DESCRIBED IN THIS AGREEMENT.

A. Notice to You. Notices shall be delivered to You by:

(1) posting the notice on the front door of the Home; or

(2) hand delivery to You or any Authorized Occupant over fifteen years of age;

or

(3) U.S. Mail, first class postage; or

(4) via a designated private delivery service authorized pursuant to 26 U.S.C. § 7502(f)(2).

B. Notice to Us. Notices shall be delivered to Us by:

(1) hand delivery to an employee of Ours during regular business hours inside the management office at the community in which the Home is located, or by delivery to a "drop box," if available, pursuant to Paragraph 23(D); or

(2) U.S. Mail, first class postage; or

(3) via a designated delivery service authorized pursuant to 26 U.S.C. § 7502(f)(2) to the address listed in Paragraph 1(A) or other such address that We may provide in writing.

C. Receipt of Notice. Notices You send to Us shall be deemed received by Us only upon Our actual receipt of such notice, regardless of the method of delivery used pursuant to Paragraph 23(B). To establish Your receipt of Our notice as a matter of law and fact, You and We agree that, in the event there is a dispute between You and Us as to the specific date You actually received a notice from Us, all notices shall be considered received by You no later than the following time periods:

(1) seventy-two (72) hours subsequent to the postmark date of sending written notice via U.S. Mail, First-Class Delivery;

(2) twenty-four (24) hours subsequent to the sending of an overnight delivery package via U.S. Mail or via a designated delivery service authorized pursuant to 26 U.S.C. § 7502(f)(2); or

(3) twelve (12) hours subsequent to the posting of the notice on the door of the Home; or

(4) immediately upon hand-delivery to You, Your Authorized Occupant, or Our employee, as set forth in Paragraphs 23(A) and 23(B), respectively.

D. Use of Overnight or "Drop" Boxes. For the purposes of this Agreement and for the purpose of assessing late fees pursuant to Paragraphs 1(G) and 3, You agree that any notice or payment that You deliver to an after-hours "drop box" that may be located on the exterior of Our management office shall be deemed received at the time the management office re-opens for business, not before. By using the "drop box," You agree that delivery of a notice or payment after business hours on the date any notice or payment is due may result in the notice or payment being considered late, and in such an event, You shall be liable for late fees and/or for an additional month-to-month renewal term, where applicable under the terms of this Agreement.

24. CONDITION OF DWELLING HOME

A. By signing this Agreement, You acknowledge that the Home is safe, clean, and in good condition. You agree that all appliances and equipment in the Home are in good working order, except as described on the Apartment Condition Checklist. You acknowledge and agree that You must carefully inspect the Home for any defective conditions, including but not limited to the presence of any insect/pest infestation, and You must report such defective conditions, pest/insect infestation, and any further discrepancies by providing written notice to Us within seven (7) calendar days (hereinafter "Notice Period") of You first taking possession of the Home. After the expiration of Notice Period, You agree that any defective condition, insect/pest infestation or other discrepancy arising in the Home shall be deemed to be caused by You alone, and in such an event, We shall hold You personally liable for any damages incurred by Us in remedying any defective condition, insect/pest infestation, or other discrepancy that arises after the Notice Period (with the exception of fixtures or systems that may fail due to normal wear and tear).

25. DELIVERY OF POSSESSION: If, for any reason not in Our control, We are unable to deliver possession of the Home to You at the beginning of the term, and We notify You of same any time prior to the beginning of the term and immediately upon learning of the inability to deliver possession, then You shall have the option to either (a) terminate the agreement and receive a full refund of all sums paid to Us

within five (5) days of Our receipt of Your notice of termination or (b) take possession of the Home within fifteen (15) days after We notify You in writing that it is available, in which event Your obligation to pay rent shall begin (i) on the last day of the fifteen (15) day notice or (ii) the day You take possession of the Home, whichever event occurs first. Your election must be in writing and received by Us within ten (10) days of the date that We notify You of the inability to deliver possession. Your failure to make an election within ten (10) days shall constitute Your election of subsection (b), above. In either case, upon Your receipt of Our notice of inability to deliver possession as required in this Paragraph, We shall be released from any liability or obligation to You for failure to deliver possession.

26. RENTAL APPLICATION: You understand and agree that We have relied upon the Rental Application ("Application") submitted by You as an inducement for entering into this Agreement, and You warrant that the facts contained in such Application are true. If We determine or learn that any fact or representation in the Application is false or deceptive or omits material facts, You shall be in default of this Agreement, and in such an event, We shall have all of the rights and remedies set forth in this Agreement, including but not limited to Our ability to terminate Your tenancy immediately and seek possession of the Home and collect from You any damages incurred, including reasonable attorney's fees.

27. SEVERABILITY: In the event that any provision of this Agreement is deemed by any Court of competent jurisdiction to be unenforceable, void, and invalid or otherwise not binding for any reason, the offending provision shall be severed and all other provisions of this Agreement shall remain in full force and effect.

28. SUBORDINATION: You understand and agree that Your interests under this Agreement in the Home are, and shall remain, subject to and subordinate to any liens, deeds of trust, security agreements, or other such liens or security interests in the Home and property. This subordination provision shall be self-operative.

29. EMINENT DOMAIN: If the Home or Common Areas or any part thereof shall be taken by eminent domain pursuant to governmental authority, this Agreement shall terminate at Our option, and in such an event, You agree that You shall have no claim against Us or any against any award granted to Us related to the taking.

30. NON-WAIVER: Our failure to insist upon the strict performance of the terms, covenants, agreements and conditions herein contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of Our rights hereinafter to enforce any such terms, covenants, agreements, or conditions, but the same shall continue in full force and effect. Our endorsement, deposit, or any acceptance of any monthly rental payment after the due date shall not constitute a waiver of Our right to receive future rent payments on the due date. Pursuant to N.C. Gen. Stat. § 42-26(c), You and We specifically and expressly agree that We may endorse, deposit, or otherwise accept any partial rent payment or partial housing subsidy payment from You, or paid on behalf of You, with Our full knowledge of Your default of this Agreement without such payment operating as a waiver of any of Our legal rights, including but not limited to the right to re-enter and re-take possession of the Home. As such, You specifically agree that We may endorse, deposit, or otherwise accept any partial rent payment or partial housing subsidy payment from You, or paid on behalf of You, without waiving Our right to declare a default under Paragraph 38 and without waiving Our right to exercise any of the remedies provided to Us by Paragraph 38 or applicable law. You also agree that Our exercise of the aforementioned rights shall in no way violate Chapter 75 of the N.C. General Statutes. You also agree that to the extent We and/or Our agent are required to deposit any payment from You in order to comply with Title 21, Chapter 58A, Section .0107(a) of the N.C. Administrative Code (21 NCAC 58A.0107(a)), You agree that Our deposit of any such payment is only made in order to comply with applicable law and shall in no way constitute our voluntary waiver of any legal right or of any remedy provided to us by Paragraph 38 or applicable law.

31. STATUS AS AGENT: Responsibility for all Our obligations hereunder rests entirely with Us. The Agent (if Our Agent is identified in Paragraph 39) may exercise, and shall have, Our rights and powers, but the Agent's duties, if any, are solely limited to those duties owed to Us. As the Agent for Us, the Agent shall benefit from the covenants, waivers, releases and indemnifications contained in the Agreement to the same extent as if the Agent were Us. In the event of conflict between this Paragraph and any other provision, this Paragraph shall control supremely and no consideration shall be given to any contrary provision.

32. REMEDIES: All remedies under this Agreement or allowed by law or equity shall be cumulative; We shall have the right, in our sole discretion, to exercise any one, or more, or all of the remedies described in this Agreement as well as any other remedy available at law. If a suit for any default of this Agreement establishes a default by You, or if You bring an unsuccessful civil action against Us, You shall pay Us all costs associated with such action, including but not limited to court costs and attorney's fees.

33. INTERPRETATION: This Agreement shall be construed consistent with the laws of The State of North Carolina.

34. DISCLOSURE OF YOUR INFORMATION: You understand and agree that We possess and maintain personal, nonpublic information obtained from Your rental application, credit reports, rental references, as well as information otherwise obtained during the normal course of Your business relationship with Us. You hereby authorize Our disclosure of any and all such information to third

parties at the request of law enforcement, governmental agencies, business entities that own Us in whole or in part or are owned in whole or in part by Us, or business entities engaged in business transactions with You, INCLUDING, BUT NOT LIMITED TO, FINANCIAL INSTITUTIONS OR OTHER BUSINESSES PERFORMING NECESSARY INQUIRIES WITH YOUR CONSENT OR KNOWLEDGE.

35. YOUR DUTIES UPON TERMINATION: Upon any termination of the tenancy, whether for default or otherwise, You shall, in addition to any other obligations required by this Agreement or law:

- A. Pay all utility bills due for services to the Home for which You are responsible;
- B. Vacate the Home and remove all personal property, and should You fail to remove all personal property, You understand and agree that Your failure to remove same may constitute Your continued possession of the Home, which may require Us to file a summary ejectment (eviction) lawsuit against You to secure possession of the Home, and in such an event, You shall continue to be responsible for the monthly rent until We regain legal possession of the Home ten (10) days after the execution of a Writ of Possession by a Sheriff;
- C. Properly clean the Home, including patios, balconies, windows, bathroom showers and bath tubs, plumbing fixtures, refrigerators, stove and sinks, and remove all rubbish and trash;
- D. Make any repairs necessary to return the Home to the same condition it was at the beginning of the tenancy, less ordinary wear and tear;
- E. Fasten and lock all doors and windows;
- F. Return to Us all keys, security access cards and devices, parking gate openers, AND garage door openers (as applicable to the Home);
- G. Not disclose to any third party any information regarding any security code obtained from Us;
- H. Provide Us with a forwarding address to which the Security Deposit may be returned, if You are so entitled; AND
- I. Immediately prior to vacating the Home but after You have removed all items of personal property (including trash), You shall arrange a meeting with Us at the Home in order to allow Us to perform a move-out inspection. The purpose of a move-out inspection is for Us to review the condition of the Home and to create an initial, though not final, estimate of the costs to repair damages in the Home that exceed normal wear and tear, if any such damages exist. You agree that the move-out inspection shall never be considered a final estimate of damages present in the Home, and You agree that any oral statement made by Our employee or representative during the move-out inspection shall not bind Us in any way. Instead, You acknowledge and agree that the move-out inspection and its estimate is merely a cursory examination of the Home and that We reserve the right to provide You with a final statement of any damages and costs at a future date.

#### 36. UTILITIES--GENERAL PROVISIONS.

A. We agree, where permitted by law, to provide the utilities and services checked in Paragraph 1(C) of this Agreement. To the extent that We do not provide any of the utilities described in Paragraph 1(C) as part of the Total Monthly Rent, You agree to obtain electric, gas (where applicable to the Home), water, sewer, and garbage service for the Home. Prior to taking possession of the Home, You shall (i) obtain electric service in Your name and (ii) obtain gas service (where applicable to the Home) in Your name; should You fail to do so, or in the event that payments for electricity or gas are not made when due, either failure shall be considered Your default of this Agreement. In any case, We are not liable for failure to supply electric, gas, garbage, water or sewer service(s), nor are We liable for any damage resulting from an interruption or malfunction in service or any utility due to any cause, unless We (1) supplied the utility to You and (2) We acted with gross negligence regarding same.

B. Where We do not agree in Paragraph 1(C) to provide you with water and sewer service(s) as part of the Total Monthly Rent, and where such water or sewer service(s) are directly metered to the Home by a local governmental entity or similar authority (instead of submetered through Us, as provided in Paragraph 37), You shall, prior to taking possession of the Home, obtain such water and sewer services in Your name; should You fail to do so, or in the event that payments for water and/or sewer are not made when due, either failure shall be considered Your default of this Agreement.

C. Where We agree to provide internet service in Paragraph 1(C) as part of the Total Monthly Rent, You understand and agree that: (i) We are paying a third-party to provide such internet service; (ii) as such, We cannot control the quality, speed, or continuity of such service; (iii) We do not represent or otherwise guarantee the quality or speed or continuity of such internet service; (iv) We shall not be liable to You for the quality or speed or continuity of such internet service, nor shall We be liable to You for any damages incurred by You or Your Authorized Occupants or Your guests as a result of the use of, or any interruption of, the internet service; and (v) YOU ACCEPT AND USE SUCH INTERNET SERVICE AT YOUR OWN RISK.

37. SUBMETERING UTILITY DISCLOSURE: The contents of this Paragraph shall be considered valid terms and conditions of this Agreement ONLY in the event that Paragraph 1(C) denotes that We are submetering water and/or sewer services to You. If the appropriate check box in Paragraph 1(C) is marked "YES," this Paragraph shall control, as this Agreement relates to the submetering of water and/or sewer services in the Home. You agree that You are solely responsible for

paying all charges that You incur for the use of water and/or sewer services (hereinafter referred to as "utilities") that are submetered for the Home and provided to You by Us and billed to You by Us or by our billing agent, as listed in Paragraph 1(C) of this Agreement (submetering shall include systems where meters measure both hot and cold water sources or, where applicable, hot water sources only with corresponding estimates of cold water usage as permitted by N.C. Gen. Stat. § 62-110(g)(1a)). Such charges for utilities shall be in addition to Your Total Monthly Rent, and the charges shall not exceed the total of (1) the unit consumption rate charged by the supplier of the service, plus (2) a monthly administrative fee, said amount representing the cost of billing and collection, said cost not to exceed the maximum administrative fee authorized by the N.C. Utilities Commission. You shall receive bills for use of the utilities at least once per monthly period. Each bill shall list a billing date, and Your payment of such a bill shall be considered past due if not received within twenty-five (25) days of the billing date. You agree to allow Us or Our billing agents to have access to the Home during regular business hours if necessary to read the submeter for the Home. In the event that You fail to pay for the utilities when due, You understand that any and all unpaid amounts related to the utilities may be deducted from Your security deposit pursuant to Paragraph 5. Pursuant to N.C. GEN. STAT. § 42-26(b), We shall not use Your failure to pay for submetered water and/or sewer utilities as a basis to terminate either Your lease or Your right of possession during the initial rental term or during any renewal term, though We reserve the right to terminate this Agreement at the end of the initial rental term or at the end of any renewal term. In the event You fail to pay for submetered water utilities when due, We also reserve the right to (1) sue You in a civil action to recover the unpaid amounts, and (2) report Your failure to pay to any credit bureau or collection agency during any lease term, in addition to any other remedies more fully described in Paragraph 38 of this Agreement. In consideration of the receipt of such utilities, You release Us and Our billing agent from any and all liability arising from the use or enjoyment of the utilities or from any interruption or variations in the utilities, unless such injury or damage is the result of Our gross negligence.

38. DEFAULT: In the event that You fail to comply with any one or more of the terms and conditions contained herein or referenced hereto, or should You fail to perform any other promise, duty or obligation herein agreed to or imposed by law, any such failure shall constitute Your immediate, material, and instant DEFAULT of this Agreement, without notice or warning of any kind to You. Upon any default by You, We shall be entitled to collect from You any and all expenses, damages, and costs (including reasonable attorney's fees and court costs) arising out of or in any way relating to said default. Should You desire to terminate Your tenancy of the Home at any time prior to the ending date of the initial rental term stated in Paragraph 1(B) (or prior to any renewal month-to-month term), You specifically understand and agree that, in addition to any other remedies available to Us under this Agreement, You shall be liable to Us for the Total Monthly Rent that accrues through the date of whichever one of the following events occurs first: (i) the date We receive a rental payment from the subsequent tenant who entered into a separate written lease agreement with Us for the Home OR (ii) the end of the initial rental term (or applicable renewal month-to-month term). In addition to the foregoing, and in the event of a default by You:

A. We may, with or without notice to You, do any one or more of the following acts:

- (1) terminate Your right to possession of the Home without terminating this Agreement; AND/OR
- (2) exercise any other act or remedy described in this Paragraph 38 or provided by law; OR
- (3) terminate this Agreement;

B. We shall be entitled to immediate possession of the Home, and as such, You shall peacefully and affirmatively surrender the Home to Us, with or without Our demand;

C. Should You fail to surrender possession of the Home immediately upon default, We shall have the immediate right to re-enter and retake possession of the Home, and We may enforce this right through a summary ejectment proceeding or expedited eviction proceeding authorized by relevant sections of Chapter 42 of the North Carolina General Statutes;

D. In the event that We terminate this Agreement, all Our duties under this Agreement shall terminate, and We shall be entitled to collect from You all accrued and unpaid rents and damages arising under this Agreement;

E. In the event that We terminate Your right to possession without terminating the Agreement, You shall remain liable for the full performance of all terms and conditions under this Agreement -- including, but not limited to, the payment of rent -- and We shall use reasonable efforts to re-let the Home on Your behalf, and in any event, You shall always remain liable for any resulting costs, lost rents and any other deficiencies or damages;

F. In the event We file a summary ejectment action against You [as described in Paragraph 38(C)], You shall also be liable to Us for the highest ONE of whichever of the following fees apply:

- (1) Complaint Filing Fee. If You are in default of the lease, and if We file and serve a summary ejectment complaint or a complaint for money owed against You,

then You shall owe Us a Complaint Filing Fee in the amount described in Paragraph 1(I). The Complaint Filing Fee shall be equal to \$15.00 or five percent (5%) of the Total Monthly Rent, whichever is higher, and said Fee 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. If the Total Monthly Rent is subsidized by a government entity, the Complaint Filing Fee will be \$15.00 or 5% of Your share of Total Monthly Rent, whichever is higher. In the event a summary ejectment complaint is filed and served against You, You understand and agree that You will owe Us the Complaint Filing Fee even if We elect to dismiss the pending summary ejectment complaint, and You also agree that We may require You to pay said Fee as a condition of allowing You, at our discretion, to cure a default.

(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 in the amount described in Paragraph 1(I). The Court Appearance Fee shall be equal to ten percent (10%) of the Total Monthly Rent, and said Fee 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. If the Total Monthly Rent is subsidized by a government entity, the Court Appearance Fee will be 10% of Your share of Total Monthly Rent. You understand and agree that You will owe Us the Court Appearance Fee if We elect to allow You to cure the default after judgment is entered, and You also agree that We may require You to pay said Fee as a condition of allowing You, at our discretion, to cure a default after judgment is entered against You.

(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 Us -- in lieu of the Complaint Filing Fee and the Court Appearance Fee -- a Second Trial Fee in the amount described in Paragraph 1(I). The Second Trial Fee shall be equal to twelve percent (12%) of the monthly rent, and said Fee 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. If the Total Monthly Rent is subsidized by a government entity, the Second Trial Fee will be 12% of Your share of Total Monthly Rent. You understand and agree that You will owe Us the Second Trial Fee if We elect to allow You to cure the default after judgment is entered at the new trial, and You also agree that We may require You to pay said Fee as a condition of allowing You, at our discretion, to cure a default after the new trial.

G. In the event that any default of this Agreement by You results in You owing a debt (hereinafter the "Debt") to Us, the Debt shall accrue interest at the annual rate described in Paragraph 1(I), beginning from the date We obtain legal possession of the Home until the Debt is paid in full;

H. You understand and agree that the term "with or without notice" as used in this Paragraph 38 grants Us the absolute and sole discretion to perform any one or more of the acts described herein without notice to You of any kind. By signing this Agreement, You freely and voluntarily and expressly acknowledge that We have no duty to notify You regarding any default, nor do We have any duty to make any demand in any form or manner whatsoever as a prerequisite to exercising Our right to seek Your summary ejectment from the Home;

I. Regardless of Our election of any remedy described herein, We shall always have the right to hold You liable for the Debt, and in so doing, We reserve the right to seek enforcement of the Debt against You through any and all available remedies, including but not limited to (1) a civil lawsuit, (2) the referral of the Debt to a collection agent, and (3) the reporting of the Debt to a consumer credit reporting agency.

### 39. EXECUTION OF AGREEMENT

A. PROTECTION OF COPYRIGHT. By signing below, We and Our managing agent, if any, acknowledge that pages one through ten (1-10) of this Agreement is a lease form (pages one through ten of this Agreement hereinafter generally referred to as the "master lease form") exclusively created, owned, and copyrighted by the Apartment Association of North Carolina (AANC). We and Our managing agent, if any, also acknowledge that any addendum to this Agreement containing the AANC logo or noting AANC's copyright at the bottom of the addendum (any such addendum hereinafter generally referred to singularly and collectively as "authorized addenda") is also exclusively created, owned, and copyrighted by AANC. As such, We and Our managing agent, if any, hereby represent that this form and any authorized addenda are original master lease form(s) and original authorized addenda (i) purchased directly from AANC or (ii) purchased directly from a local apartment association affiliate of AANC or (iii) are computer-generated versions of the master lease form and/or authorized addenda purchased from an authorized licensee of AANC. You and We agree that if the master lease form or authorized addenda signed by You and Us is either a photocopy or a computer-generated version obtained from any source other than an authorized licensee of AANC, then this Agreement, including any addenda, shall be void ab initio.

B. EXECUTION OF AGREEMENT. IN WITNESS WHEREOF, We and You duly execute this Lease Agreement on the respective dates written below. By executing this Agreement, YOU ACKNOWLEDGE HAVING READ AND AGREED TO ALL

THE PROVISIONS OF THIS AGREEMENT, including any section requesting Your initials, whether or not You actually signed your initials. You further acknowledge having received a copy of this Agreement. You acknowledge consulting with, or having had the opportunity to consult with, counsel prior to executing this Agreement. This Agreement, as well as all addenda to this Agreement, which are hereby incorporated hereing by reference, as well as any special terms and conditions [if any, more fully described as:

], hereby constitute the ENTIRE agreement between the parties and NO statement, oral or written or otherwise, not contained or described herein shall be binding on either party. No subsequent amendment to this Agreement or any statement, oral or otherwise, by either party to this Agreement shall be binding unless it is IN WRITING AND SIGNED BY ALL PARTIES HERETO, with the sole exception of modification to the Rules and Regulations.

### LESSOR:

Madison Greensboro, LLC

Print Name of Lessor

BY: 3rd Group Properties, LLC

Print Name of Management Company (if any)/Agent for Lessor

Signature of Authorized Person for Management Company or Agent

N.C. Real Estate License Number (if signed by licensed N.C. broker)

Date Signed:

LESSEES (signature only, do not print name):

First Name

Middle Initial

Last Name

Date Signed:

First Name

Middle Initial

Last Name

Date Signed:

First Name

Middle Initial

Last Name

Date Signed:

First Name

Middle Initial

Last Name

Date Signed:



## APARTMENT ASSOCIATION OF NORTH CAROLINA PET AGREEMENT

**1. ADDENDUM.** For mutual and proper consideration, the receipt of which is acknowledged by all of the undersigned parties to this document, this document shall serve as an addendum ("the Addendum") to the residential lease contract ("the Lease") between

Madison Greensboro, LLC

as Lessor (hereinafter referred to as "We" or "Us" or in similar possessive forms) and

Doris Robinson

as Lessee(s) (hereinafter referred to as "You" or in similar possessive forms) for the rental of real property located at a street address of:

5521 Tomahawk Drive #5521G, Greensboro, NC

27410

(said real property hereinafter referred to as "the Home"). Where the terms of the Lease and this Addendum may conflict, the terms of this Addendum shall control.

**2. DEFINITION OF PETS.** As used in this Addendum, the term "pet" shall refer to any animal that You keep at the Home or allow into the Home, and for the purposes of this Addendum, the term "pet" shall include any animal - whether such animal is an amphibian, bird, fish, insect, mammal, reptile, or any other creature - that You allow into the Home, whether or not the animal is owned by You (e.g., a guest's animal or an animal that You agree to house temporarily for another person).

**3. DESCRIPTION OF PETS.** By signing this Addendum, You hereby represent that You shall keep or otherwise maintain the following type and description of animal in the Home (check where applicable and describe where indicated):

☐ **DOG(S)**

Number: \_\_\_\_\_ Weight(s): \_\_\_\_\_

Color(s): \_\_\_\_\_

Describe breed(s): \_\_\_\_\_

Age(s): \_\_\_\_\_ City license no.: \_\_\_\_\_

☐ **CAT(S)**

Number: \_\_\_\_\_ Weight(s): \_\_\_\_\_

Color(s): \_\_\_\_\_

Describe breed(s): \_\_\_\_\_

Age(s): \_\_\_\_\_ City license no.: \_\_\_\_\_

☐ **FISH**

Number of Fish Tank(s): \_\_\_\_\_

Size(s) of Fish Tanks (Gallons): \_\_\_\_\_

☐ **OTHER**

Please describe: \_\_\_\_\_

The above-described animal(s) shall hereinafter (singularly and collectively) be referred to as "pet."

☒ **NO PET.** By checking this box, You certify that You do not have a pet. You also agree that in the event You acquire a pet or allow one to enter the Home, You shall notify Us immediately.

**4. NO OTHER ANIMALS.** By signing this Addendum, You agree that only the specific pet listed herein is permitted to occupy the Home. You understand and agree that no other animal is permitted either to visit or to stay in the Home without Our prior express written permission. Should You acquire a new animal, allow another animal to enter the Home, or otherwise seek to replace a pet listed herein with another animal, You must first obtain Our written consent and also sign a new Addendum describing the new animal. You understand and agree that We reserve the right to reject any animal for any reason in Our sole discretion. Unless You obtain Our express written permission, You are not permitted to have fish aquariums exceeding twenty (20) gallons in volume, birds, rodents (including gerbils, guinea pigs, mice, rabbits, ferrets, etc.), reptiles (lizards, snakes, etc.), insects (ants, bees, etc.) or arachnids (spiders, scorpions, etc.).

**5. PET FEES, RENTS, AND DEPOSITS.** You agree to pay Us the following amounts (check where applicable):

☐ **Monthly Pet Rent:** \_\_\_\_\_ \$ \_\_\_\_\_

This amount shall be in addition to Your monthly rent due under the Lease and shall be due and payable on or before the first calendar day of each month of the term of the Lease.

☐ **Non-Refundable Pet Fees:** \_\_\_\_\_ \$ 250.00

This amount is paid by You as consideration for Your privilege of maintaining a pet at the Home and not as payment for future damages relating to said pet.

*You agree that Your payment of the monthly pet rent and/or the non-refundable pet fee is neither a deposit nor a payment for future damages relating to said pet. As these payments are not a security deposit, You also agree that they are not subject to any deposit itemization requirements at lease termination.*

☐ **Refundable Pet Deposits:** \_\_\_\_\_ \$ \_\_\_\_\_

(said amount shall hereinafter be referred to as "the deposit"). The deposit shall be considered as an additional security deposit subject to the requirements of the N.C. Tenant Security Deposit Act (N.C. GEN. STAT. § 42-50 et seq.). Should no damages beyond normal wear and tear exist in the Home at the end of Your tenancy, We shall refund the deposit to You. However, should damages beyond normal wear and tear exist in the Home at the end of Your tenancy, We may apply the deposit to pay for such damages and refund the balance of the deposit, if any, to You. Our application of the deposit to any damages beyond normal wear and tear shall not release You from liability for the amount of any damages at the Home that exceed the amount of the deposit.

**6. PET WASTE.** You understand and agree that the presence of pet urine or similar waste in the carpet, flooring, or fixtures of the Home shall not, under any circumstances, be considered "normal wear and tear" and shall likely result in the replacement of the carpet, flooring, and affected fixtures in the Home. In such an event, You shall be fully liable for the replacement of said carpet, flooring, and fixtures (including installation and labor costs). The replacement value of carpet, flooring, and fixtures shall be prorated based on the respective age of the item(s) at the time of replacement as

compared to the original expected life of the respective item(s).

**7. PET RESTRICTIONS.** You understand and agree that:

- a. The pet shall be kept inside the Home at all times with the exception of Your act of walking a dog or a cat outside, in which case the dog or cat shall be on a leash at all times and shall be under Your direct control and supervision;
- b. If there are designated pet walking areas in the community in which the Home is located, then You may only walk Your pet in those specific pet walking areas and not in any other Common Area of the community;
- c. If there are no designated pet walking areas in the community in which the Home is located, then You may walk Your pet in the Common Areas of the community, provided that Your pet (i) does not disturb the rights or comfort of other people using the Common Areas, (ii) is kept away from all shrubs, trees, and landscaped flower and plant beds, (iii) is not allowed to enter a swimming pool area, fitness facility, clubhouse, management office, playgrounds, or another residence in the community, and (iv) is kept out of traffic areas and parking areas;
- d. You shall not keep or allow any pet to be on a balcony, in a patio, or in any Common Area unless You are in the immediate presence of the pet at all times;
- e. You shall not tie up (or otherwise leash) any pet to any stationary object outside the Home;
- f. You shall immediately clean up any solid waste left by Your pet in a Common Area;
- g. The pet shall only be allowed to defecate or urinate in areas specifically designated by Us, and if We do not specifically designate such areas, then You shall ensure that Your pet does not defecate or urinate within 100 feet of any building, traffic or parking area, swimming pool area, fitness facility, clubhouse, management office, playgrounds, or any residence in the community; and
- h. If, in Our sole discretion We determine that the pet constitutes a nuisance, creates a disturbance, causes damage, or poses a threat to the safety or welfare of any person or property, then You shall remove the pet from the Home within twenty-four (24) hours of Our demand for You to remove said pet.

**8. INDEMNIFICATION.** You understand and agree that You shall indemnify Us and hold Us and Our agents harmless from any and all claims, liabilities, costs, rents, fines, fees, attorney's fees, and any other monetary damage that We may incur arising out of, or in any way relating to, injury to persons or property caused, whether directly or indirectly, by any pet owned or otherwise kept by You, Your Authorized Occupants, or Your guests.

**9. PAYMENT OF RENTS, FEES, AND DEPOSITS FOR UNAUTHORIZED PETS.** Should We discover that You have or had an unauthorized pet in the Home during Your tenancy (whether or not Our discovery of the unauthorized pet occurs during Your tenancy or thereafter), You agree that You shall be liable to Us for the immediate payment of any and all non-refundable pet fees and pet rents and pet deposits normally due to Us pursuant to Our rules and regulations, or pursuant to Our normal charges and fees as if You had disclosed such pet to Us at the inception of the Lease. You understand and agree that it is unreasonable for You to demand that We ascertain the exact date and time that any unauthorized pet was present in the Home for the purpose of establishing a prorated sum; accordingly, for the purpose of assessing the amount of said pet fees and pet rents and pet deposits (the deposit) that You owe to Us, You agree that such amounts shall be calculated as though the unauthorized pet was present in the Home on the first day of the Lease term. In the

event You fail to tender these sums immediately upon Our demand, Your failure shall constitute Your default of this Agreement and the Lease.

**10. NON-WAIVER.** We shall not be deemed to have waived the right to evict for Your default under this Addendum under any circumstances, and We may collect rent with full knowledge of any breach of this Addendum without waiving Our right to enforce any remedy described herein, unless We have provided You with a signed writing that explicitly and with particularity waives Our right to evict for Your default.

**11. ANY BREACH OF THIS ADDENDUM A DEFAULT.** Any action or inaction or omission by You or any guest or visitor or occupant that violates any term or condition of this Addendum shall constitute Your default of the Lease.

**12. SEVERABILITY.** Should any court of law consider any provision of this Addendum to be unenforceable, then that provision shall be considered severed from this Addendum and the remainder of this Addendum shall continue in full force and effect. If required, the parties agree that a court of law shall construe the remaining non-severed provisions in a context consistent with the Addendum as a whole.

**13. EXECUTION BY PARTIES.** We and You duly execute this Addendum on the respective dates written below. By executing this Addendum, **YOU ACKNOWLEDGE HAVING READ AND AGREED TO ALL THE PROVISIONS OF THIS ADDENDUM.** You further acknowledge having received a copy of this Addendum. You also acknowledge consulting with, or having had the opportunity to consult with, counsel prior to executing this Addendum. **This Addendum constitutes the ENTIRE agreement between the parties and NO statement, oral or written or otherwise, not contained or described herein shall be binding on either party. No subsequent amendment to this Addendum or the Lease or any statement, oral or otherwise, by either party to this Addendum shall be binding unless it is in writing and signed by all parties.**

**LESSOR:**

Madison Greensboro, LLC

Print Name of Lessor

BY:

Signature of Authorized Person for Management Company or Agent

Date Signed:

**LESSEES [signature only, do not print name]:**

1. *Arnie E. Ferguson* (SEAL)

Date Signed:

2. \_\_\_\_\_ (SEAL)

Date Signed:

3. \_\_\_\_\_ (SEAL)

Date Signed:

4. \_\_\_\_\_ (SEAL)

Date Signed:



## AMENITY ADDENDUM

1. **ADDENDUM.** For mutual and proper consideration, the receipt of which is acknowledged by all of the undersigned parties to this document, this document shall serve as an addendum ("the Addendum") to the residential lease contract (the "Lease") between

Madison Greensboro, LLC

as Lessor (hereinafter referred to as "We" or "Us" or in similar possessive forms) and

Doris Robinson

as Lessee(s) (hereinafter referred to as "You" or in similar possessive forms) for the rental of real property located at a street address of:

5521 Tomahawk Drive #5521G, Greensboro,  
NC 27410

(said real property hereinafter referred to as "the Home"). Where the terms of the Lease and this Addendum may conflict, the terms of this Addendum shall control.

2. **PURPOSE OF ADDENDUM.** You agree that Our apartment community offers certain common area facilities and amenities (hereinafter collectively referred to as "Amenities"). You understand and agree that, pursuant to Paragraph 8 of the Lease, Your payment of Total Monthly Rent only entitles You the right to lease the Home and the right to have ingress and egress to and from the Home; as such, the Amenities are only a privilege that may be revoked by Us at any time with or without notice, particularly if You, Your Authorized Occupants, or Your guest(s) have misused such Amenities or disturbed the rights and comfort of other people.

3. **AMENITIES AVAILABLE WITHIN OUR APARTMENT COMMUNITY.** Our apartment community contains the following amenities for Your use (check those that apply):

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> SWIMMING POOL                      | <input checked="" type="checkbox"/> FITNESS CENTER |
| <input type="checkbox"/> TENNIS COURT                                  | <input type="checkbox"/> BASKETBALL COURT          |
| <input type="checkbox"/> BUSINESS CENTER                               | <input checked="" type="checkbox"/> LAUNDROMAT     |
| <input checked="" type="checkbox"/> OTHER (Describe) <u>Playground</u> |  |

4. **AMENITY/COMMUNITY RULES.** You understand and agree that We may post or publish or distribute rules regulating Your access to, and use of, any Amenity, and You further agree that any such rules, however distributed, shall be instantly incorporated herein as if set forth in full, and any breach of said rules by You, Your Authorized Occupants, or Your guest(s) shall constitute Your immediate and instant default of the Lease.

5. **RIGHT TO CLOSE OR CHANGE AMENITIES.** We reserve the right, in Our Sole discretion, to change or close any Amenity with or without notice, and You agree that We shall not be liable to You for any abatement or for any other compensation related to such closure or change.

6. **ASSUMPTION OF RISK IN USE OF AMENITIES.** During the term of the Lease, You understand and agree that You EXPRESSLY AND VOLUNTARILY AND FREELY ASSUME THE RISK OF DEATH AND/OR ANY PERSONAL INJURY SUSTAINED WHILE USING SAID AMENITIES UNLESS THE DIRECT CAUSE OF SAID DEATH AND/OR INJURY IS DIRECTLY CAUSED BY OUR GROSS NEGLIGENCE OR THE GROSS NEGLIGENCE OF OUR AGENT, IF ANY.

7. **EXECUTION BY PARTIES.** We and You duly execute this Addendum on the respective dates written below. By executing this Addendum, **YOU ACKNOWLEDGE HAVING READ AND AGREED TO ALL THE PROVISIONS OF THIS ADDENDUM.** You further acknowledge having received a copy of this Addendum. You also acknowledge consulting with, or having had the opportunity to consult with, counsel prior to executing this Addendum. **This Addendum constitutes the ENTIRE agreement between the parties and NO statement, oral or written or otherwise, not contained or described herein shall be binding on either party. No subsequent amendment to this Addendum or the Lease or any statement, oral or otherwise, by either party to this Addendum shall be binding unless it is in writing and signed by all parties.**

**LESSOR:**

Madison Greensboro, LLC

Print Name of Lessor

BY:

Walter Vogt  
Signature of Authorized Person for Management Company or Agent

Date Signed:

4-30-15

**LESSEES [signature only, do not print name]:**

1. Doris E. Robinson (SEAL)

Date Signed:

4/30/15

2. \_\_\_\_\_ (SEAL)

Date Signed: \_\_\_\_\_

3. \_\_\_\_\_ (SEAL)

Date Signed: \_\_\_\_\_





## BED BUG ADDENDUM

1. **ADDENDUM.** For mutual and proper consideration, the receipt of which is acknowledged by all of the undersigned parties to this document, this document shall serve as an addendum ("the Addendum") to the residential lease contract (the "Lease") between

Madison Greensboro, LLC

as We (hereinafter referred to as "We" or "Us" or in similar possessive forms) and

Doris Robinson

as Lessee (hereinafter referred to as "You" or in similar possessive forms) for the rental of real property located at a street address of:

5521 Tomahawk Drive #5521G, Greensboro,  
NC 27410

(said real property hereinafter referred to as "the Home"). Where the terms of the Lease and this Addendum may conflict, the terms of this Addendum shall control.

2. **WHAT ARE BED BUGS?** (*Informational Purposes Only*)

Bed bugs are small, wingless, oval-shaped insects that feed on the blood of warm-bodied animals, though they have a preference for human blood. Hatching bed bugs are about the size of a poppy seed, and adults can grow to the size of an apple seed. Typically, bed bugs live for a period of approximately six to twelve months and they can survive for extended periods without feeding. Their color ranges from nearly white or a light tan to a deep brown or burnt orange.

A. **Practical Ways to Limit Exposure to Bed Bugs:**

1. Do not purchase or accept used furniture from unknown sources.
2. Protect Your mattress and box springs by encasing them within special mattress bags and insure that they are properly sealed. Make sure Your linens are clean and change Your sheets and bedding often.
3. When traveling, inspect Your accommodations immediately upon arrival and attempt to store Your luggage on elevated surfaces such as the luggage rack provided by most hotels.
4. Immediately notify Us of any potential or suspected bed bug sightings.
5. Never attempt to treat bed bug infestations without the participation of a licensed pest control company approved by Us.

B. **Bed Bug Exposure:**

Bed bugs seek out people and sometimes animals, generally at night while such hosts are sleeping, and painlessly feed on human blood. While feeding, they inject a tiny amount of their saliva into the skin, which can ultimately form an irritant to the skin in some instances, resulting in an allergic response. The skin lesion produced by the bite of a bed bug resembles those caused by many other kinds of blood-feeding insects, such as mosquitoes and fleas. While bed bugs feed on human blood there is no scientific evidence suggesting that bed bugs carry and/or transmit diseases from one host to another. In fact, the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention have refused to elevate bed bugs to the threat level posed by disease-carrying pests.

C. **Persons Likely to Experience A Bed Bug Infestation:**

Anyone and everyone are subject to experiencing a bed bug infestation as bed bugs do not discriminate in their selection of hosts. Many people mistakenly believe that poor hygiene and/or cleanliness increase the likelihood that you will experience a bed

bug infestation. This is fundamentally untrue as bed bugs know no economic or social bounds. Bed bugs can be found in the nicest of apartment communities, five-star hotels and resorts, and even in commercial retail stores. Therefore, You should not be ashamed if You experience a bed bug infestation, as it could happen to anyone. It is crucially important that You immediately report any potential bed bug infestation to Us in order to limit the scope and/or extent of any infestation.

D. **Identifying an Infestation:**

1. Check whether You have any unexplained welts, bites or skin irritations similar to those found from a mosquito or flea bite. Bed bug bites are generally in linear succession and found on exposed areas of the skin, such as the face, neck, arms and legs.

2. Inspect the area around your mattress, box springs, headboard and bed frame. Look for any evidence of their presence, such as fecal markings of a red-to-dark brown color, which will generally be visible on or near beds. Check for blood stains on Your mattress as a result of bed bugs having been crushed during Your sleep. You may also find skin casts as bed bugs are known to shed their skin from time to time.

3. Regularly inspect Your bedding, bed frames, mattress, box springs, upholstered and wooden furniture both inside and out (including inside and behind drawers), and along ceiling and wall junctions.

3. **ACKNOWLEDGEMENT.** You hereby acknowledge and agree that We have informed You that the Home ☐ has not ☐ has reported instances of bed bug infestation preceding the execution of the Lease. To the extent there have been any reported instances of bed bug infestation in the Home, We have had the Home treated by a licensed pest control company, at the conclusion of which, the Home was found to be free of bed bugs.

4. **PRIOR RESIDENCE.** You hereby warrant and certify that You are not moving from, and have not lived in, a home, residence and/or apartment that has experienced or been subject to a bed bug infestation within the eighteen (18) month period immediately preceding the beginning of the initial lease term and that prior to taking possession of the Home, You have inspected Your personal property, furniture, mattress, clothing and possessions and found them to be free of bed bugs. You further certify and warrant that You have not been subjected to conditions in which there was a bed bug infestation prior to taking possession of the Home.

5. **RESPONSIBILITIES AFTER DELIVERY OF POSSESSION.** You agree that any infestation of bed bugs in the Home shall constitute damage and defacement of the Home. In consideration of the disclosure provided for herein, if the Home becomes, or is discovered to be, infested with bed bugs at any time during the lease term, any renewal thereof, or between Your moving out and Our being put in possession of the Home, such infestation shall be conclusively presumed to be caused by You, and in such an event, You agree that You shall be in violation of N.C. GEN. STAT. § 42-43, and You further agree that, pursuant to N.C. GEN. STAT. § 42-41, We shall be released of any duty under N.C. law (including, but not limited to, N.C. GEN. STAT. § 42-42) to make the Home habitable. As such, You shall be responsible for any damages incurred by Us as a result of such infestation, including but not limited to the cost of treatment for the Home and any surrounding units as recommended by a qualified and licensed pest control company. In the event of an infestation, We shall not be responsible for the cost of treating Your personal property located in the Home. Furthermore, We may declare a default of the Lease and pursue any and all remedies available to Us under the Lease.

6. **DUTY TO REPORT/INSPECT.** You hereby acknowledge Your ongoing obligation, in accordance with the terms of the Lease, to immediately notify Us in writing of any potential bed bug infestation in the Home. You acknowledge and understand that You have a continuing obligation to inspect Your bedding, bed frames, mattress,

box springs, and head board on a regular periodic basis. You further agree to immediately notify Us of any signs of a potential bed bug infestation, including but not limited to, any red to dark brown spotting around the bed frame or mattress area, or unexplained bites, stings, irritations or sores. Furthermore, You understand and agree that You are required by the Lease and this Addendum to cooperate and fully comply with any and all recommendations as set forth in the insect or bed bug treatment or eradication plan as recommended by a licensed pest control company. Your failure to immediately report in writing (or otherwise) the presence of bed bugs in the Home upon discovery of the same, or to fully cooperate with the pest control company, shall constitute Your default of the Lease.

**7. BREACH OF ADDENDUM.** In the event You fail to perform Your obligations under this Addendum, such action and/or inaction shall constitute an immediate and instant default of the Lease and this Addendum. Upon Your default, We may, with or without notice, terminate Your right to possession of the Home without terminating the Lease and/or exercise any other remedy provided by law or described within the Lease. Should We discover that You are in default of the requirements of Paragraph 4 of this Addendum and that You have misrepresented the facts and provided Us with false information, then You agree that such misrepresentation shall constitute Your act of fraud and shall permit Us to recover from You (i) compensatory damages, (ii) punitive damages, and (iii) Our attorney's fees.

**8. NO SELF TREATMENT.** Under no circumstances shall You attempt to provide treatment to the Home, whether such treatment is being provided by You or someone hired on behalf of You. In all circumstances, You must first notify Us in writing, and We shall thereafter arrange for treatment of the Home by a licensed pest control company. Any attempt(s) by You to treat the Home or to make arrangements for the treatment of the Home shall constitute Your default of the Lease.

**9. SEVERABILITY.** Should any court of law consider any provision of this Addendum to be unenforceable, then that provision shall be considered severed from this Addendum and the remainder of this Addendum shall continue in full force and effect. If required, the parties agree that a court of law should construe the remaining non-severed provisions in a context consistent with the Addendum as a whole.

**10. INDEMNIFICATION.** You understand and agree that You shall indemnify Us and hold Us and Our Agent(s) harmless from any and all claims, liabilities, costs, rents, fines, fees, attorney's fees, and any other monetary damage that may result from Your breach of the duties arising under this Addendum.

**11. EXECUTION BY PARTIES.** We and You duly execute this Addendum on the respective dates written below. By executing this Addendum, **YOU ACKNOWLEDGE HAVING READ AND AGREED TO ALL THE PROVISIONS OF THIS ADDENDUM.** You further acknowledge having received a copy of this Addendum. This Addendum constitutes the ENTIRE agreement between the parties and NO statement, oral or written or otherwise, not contained or described herein shall be binding on either party. No subsequent amendment to this Addendum or the Lease or any statement, oral or otherwise, by either party to this Addendum shall be binding unless it is in writing and signed by all parties.

**LESSOR:**

Madison Greensboro, LLC

Print Name of Lessor

BY:

*Walter Vogt*  
Signature of Authorized Person for Management Company or Agent

Date Signed: 4-30-15

**LESSEES (signature only, do not print name):**

1. *Davis E. Robinson* (SEAL)

Date Signed: 4/30/15

2. \_\_\_\_\_ (SEAL)

Date Signed: \_\_\_\_\_

3. \_\_\_\_\_ (SEAL)

Date Signed: \_\_\_\_\_





## PACKAGE ACCEPTANCE AND RELEASE ADDENDUM

1. **ADDENDUM.** For mutual and proper consideration, the receipt of which is acknowledged by all of the undersigned parties to this document, this document shall serve as an addendum ("the Addendum") to the residential lease contract ("the Lease") between

Madison Greensboro, LLC

as Lessor (hereinafter referred to as "We" or "Us" or in similar possessive forms) and

Doris Robinson

as Lessee(s) (hereinafter referred to as "You" or in similar possessive forms) for the rental of real property located at a street address of:

5521 Tomahawk Drive #5521G, Greensboro,

NC 27410

(said real property hereinafter referred to as "the Home"). Where the terms of the Lease and this Addendum may conflict, the terms of this Addendum shall control.

2. **PURPOSE OF ADDENDUM.** By signing this Addendum, You wish for Us to sign for, and to accept, U.S. mail and privately-delivered packages on Your behalf, and We are willing to do so, subject to the terms and conditions set forth herein.

### 3. PACKAGE ACCEPTANCE.

A. **Generally.** You hereby authorize Us and Our Agent to accept, on Your behalf, any package delivered to Our on-site management office during normal business hours, including but not limited to any package delivered by the U.S. Postal Service or by any private courier service or individual. You also specifically authorize Us to sign on Your behalf if the person or entity delivering said package requires an adult signature prior to delivery, including but not limited to the delivery of certified or registered mail.

B. **Limitations.** You understand and agree that We may refuse to accept any package that, in our sole discretion: (i) contains perishable items; (ii) poses a danger to any person or property; or (iii) is a size and/or weight that we are either unable or unwilling to store or maintain for any period of time.

### 4. DUTY OF CARE, INDEMNIFICATION, AND WAIVER.

As to any package for which We sign and/or receive on Your behalf, You understand and agree that We have no duty to notify You of Our receipt of such package, nor do We have any duty to maintain, protect, or deliver said package to You, nor do We have any duty to make said package available to You after Our normal business hours. You hereby waive any right to make any legal claims against Us or Our Agent for the damage or destruction of any such package, except in the event of Our or Our Agent's gross negligence. You also agree to indemnify Us and Our Agent and hold us both harmless from any and all claims that may be brought by any third party relating to any injury sustained from the package or the contents of same. You also authorize Us to throw away or

otherwise dispose of any package that We, in our sole discretion, deem to be dangerous, noxious, or in the case of packaged food, spoiled.

5. **TIME LIMITATION.** You also agree that We shall have no duty whatsoever to hold or store any package for more than 7 days after receipt. After said time, You authorize Us to return the package to its original sender or, in the alternative, We may throw it away regardless of value.

6. **SEVERABILITY.** Should any court of law consider any provision of this Addendum to be unenforceable, then that provision shall be considered severed from this Addendum and the remainder of this Addendum shall continue in full force and effect. If required, the parties agree that a court of law shall construe the remaining non-severed provisions in a context consistent with the Addendum as a whole.

7. **EXECUTION BY PARTIES.** We and You duly execute this Addendum on the respective dates written below. By executing this Addendum, **YOU ACKNOWLEDGE HAVING READ AND AGREED TO ALL THE PROVISIONS OF THIS ADDENDUM.** You further acknowledge having received a copy of this Addendum. You also acknowledge consulting with, or having had the opportunity to consult with, counsel prior to executing this Addendum. **This Addendum constitutes the ENTIRE agreement between the parties and NO statement, oral or written or otherwise, not contained or described herein shall be binding on either party. No subsequent amendment to this Addendum or the Lease or any statement, oral or otherwise, by either party to this Addendum shall be binding unless it is in writing and signed by all parties.**

### LESSOR:

Madison Greensboro, LLC

Print Name of Lessor

BY: Walter [Signature]

Signature of Authorized Person for Management Company or Agent

Date Signed: 4-30-15

### LESSEES [signature only, do not print name]:

1. Doris Robinson (SEAL)

Date Signed: 4/30/15

2. \_\_\_\_\_ (SEAL)

Date Signed: \_\_\_\_\_

3. \_\_\_\_\_ (SEAL)

Date Signed: \_\_\_\_\_



## PARKING ADDENDUM

1. **ADDENDUM.** For mutual and proper consideration, the receipt of which is acknowledged by all of the undersigned parties to this document, this document shall serve as an addendum ("the Addendum") to the residential lease contract (the "Lease") between

Madison Greensboro, LLC

as Lessor (hereinafter referred to as "We" or "Us" or in similar possessive forms) and

Doris Robinson

as Lessee (hereinafter referred to as "You" or in similar possessive forms) for the rental of real property located at a street address of:

5521 Tomahawk Drive #5521G, Greensboro,  
NC 27410

(said real property hereinafter referred to as "the Home"). Where the terms of the Lease and this Addendum may conflict, the terms of this Addendum shall control.

2. **PURPOSE OF ADDENDUM.** This Addendum shall control the policies for Your use of the parking areas (hereinafter "Parking Areas") that We currently or hereafter designate in the apartment community (hereinafter "apartment community") in which the Premises is located.

### 3. PARKING - GENERAL PROVISIONS

A. **Vehicles and Privilege.** Parking areas are only for use of cars and light trucks (hereinafter "Vehicle" or "Vehicles"). Any other type of Vehicle or object, including but not limited to motorcycles, boats, trailers, recreational Vehicles (RV's), motorhomes, or any container used for moving or storage of personal property, shall not be allowed in the Parking Areas and shall be subject to towing pursuant to Paragraph 8, unless We have granted You prior written consent.

B. **Cost Per Vehicle.** In consideration for the privilege of parking Your Vehicle in the apartment community, You agree that You ☐ shall ☒ shall not pay a one-time fee of \$\_\_\_\_\_ (hereinafter "Parking Fee") per Vehicle.

C. **Parking Methods.** In Your use of the Parking Areas, You and We agree that such use shall be subject to the following approved method (check one):

☒ **Unassigned Parking.** See Paragraph 4.

☐ **Unassigned Parking with Decal.** See Paragraph 5.

☐ **Assigned Parking.** See Paragraph 6.

D. **Maximum Number of Vehicles.** You and We agree that You and Your Authorized Occupants are, as a household (check one):

☒ Limited to the following total number of Vehicles: 1

☐ Not limited in the total number of Vehicles, subject to the conditions set forth in this Addendum.

If a limitation on the number of Vehicles is listed above, then You agree that neither You nor Your Occupants shall exceed the stated number of Vehicles stored or otherwise maintained anywhere in the apartment community. If no such limitation is noted above, You agree that We may thereafter enact limits on the total number of Vehicles at any time by first providing You with at least thirty (30) days written notice, and You agree that any such notice shall be considered as an amendment of this Addendum. You agree that Your use of the Parking Areas shall always be subject to the terms of Paragraph 7.

4. **UNASSIGNED PARKING.** The terms of this Paragraph shall only apply if "Unassigned Parking" is checked in Paragraph 3(C). Subject to the conditions stated herein, You and Your Authorized

Occupants may park Vehicles owned by You or them in any available parking space in the Parking Areas, with the exception of any parking space reserved for a particular use or any marked handicap space, unless You or Authorized Occupant possess a government-issued handicap decal, placard, or similar signage.

5. **UNASSIGNED PARKING WITH DECAL.** The terms of this Paragraph shall only apply if "Unassigned Parking with Decal" is checked in Paragraph 3(C). Except for designated visitor and guest Parking Areas in the apartment community, You understand and agree that neither You nor Your Authorized Occupants may park any Vehicle in the Parking Areas without the owner of such Vehicle first obtaining from Us a parking decal, which You shall affix immediately on whatever portion of the Vehicle that We request (and after the parking decal is affixed pursuant to Our instructions, the Vehicle shall be considered a "Licensed Vehicle"). You agree that You and Your Authorized Occupants shall be limited to the same number of Vehicles/Licensed Vehicle(s) described in Paragraph 3(D), though You ☐ may ☒ may not purchase additional parking decals from Us for \$\_\_\_\_\_ each (hereinafter "Decal Price"). You shall provide Us with the make, model, year and license plate for each Licensed Vehicle. In the event of a lost or stolen parking decal, You shall pay Us the Decal Price for each replacement decal. You and Your Authorized Occupants may park Licensed Vehicles owned by You or them in any available parking space in the Parking Areas, with the exception of any parking space reserved for a particular use or any marked handicap space, unless You or Authorized Occupant possess a government-issued handicap decal, placard, or similar signage.

6. **ASSIGNED PARKING.** The terms of this Paragraph shall only apply if "Assigned Parking" is checked in Paragraph 3(C). You agree that You and Your Authorized Occupants shall be limited to the same number of Vehicles(s) described in Paragraph 3(D), and for each such Vehicle, We shall assign You an identifiable (numbered or lettered or named) parking space (hereinafter the "Space"). You shall provide Us with the make, model, year and license plate for each Vehicle to be stored in the Space. You shall park each of Your Vehicle(s) in its assigned Space. If there is another Vehicle parked in Your Space, You shall notify Us during business hours so that the Vehicle can be identified and removed.

7. **USE.** In accordance with the terms of the Lease and the Community Policies, You may not park commercial Vehicles, Vehicles with expired tags, or junked or inoperable Vehicles. In addition, You shall not use any Space or Parking Area to perform mechanical work on any Vehicle or washing any Vehicle, except in designated areas. You also agree that the Parking Areas are to be used for residential purposes only, and You agree not to use the Parking Areas where such use is, in Our sole discretion: (a) injurious to Our reputation, safety, or welfare or to the property or to the safety of any other person; (b) for business purposes; (c) creates additional vehicular traffic to or from the Parking Areas or any Common Area; or (d) causes any disturbance to other neighbors or other tenants or occupants of the apartment community.

8. **TOWING.** Inoperable, abandoned or unauthorized Vehicle(s), as well as Vehicles in a state of disrepair, will be towed at the owner's expense in accordance with local and/or state ordinances regarding Vehicle towing. We reserve the right to determine what constitutes an inoperable or unauthorized Vehicle or a Vehicle in a state of disrepair. Your failure to properly display the parking decal assigned to You, or Your failure to honor the terms of this Addendum may result in the towing of Your or Your Authorized Occupants' Vehicle. You agree that We will not be financially responsible for reimbursing You for the cost of towed Vehicles nor for any damages related to the physical towing nor for any

consequential damages You may incur through loss of use of the Vehicle.

**9. NON-LIABILITY OF LESSOR.** You hereby acknowledge and agree that Your use of the Space and/or Parking Areas shall be solely at Your risk. You acknowledge that We do not furnish security for the Space or the Parking Areas, nor do We make any claims or representation concerning the security of the Space or the Parking Areas. We shall not be responsible for the theft or disappearance of Your Vehicle or other property, or for any damage thereto, under any circumstances.

**10. INDEMNIFICATION.** The Vehicle, trailer, recreational vehicle, or any other vehicle(s) that We permit You to maintain in the Parking Areas and Space shall be Your sole responsibility. You understand and acknowledge that the Parking Areas and Space are not secure locations and that the Parking Areas and Space are only being offered as place(s) to store such Vehicles. As such, You understand and agree that You shall indemnify Us and hold Us and Our Agent(s) harmless from any and all claims, liabilities, costs, rents, fines, fees, attorney's fees, and any other monetary damage that may result from Your use of the Space and/or Parking Areas, excluding any such damages caused by Our gross negligence or intentional act(s).

**11. BREACH OF ADDENDUM.** Any action or inaction or omission by You or any guest, visitor or Authorized Occupant that violates any term or condition of this Addendum shall constitute Your default of the Lease.

**12. INCORPORATION FOR POSSESSION.** You understand and agree that any Judgment for Possession entered as part of a Summary Ejectment action against You shall be a Judgment for Possession of any Vehicle located in the Space or the Parking Areas. Once such Judgment for Possession is rendered and executed upon You, You shall have ten (10) days to remove the Vehicle from the Space and/or Parking Areas. If You fail to remove such Vehicle, We may dispose of such Vehicle in accordance with the provisions of N.C. GEN. STAT. § 42-25.9.

**13. SEVERABILITY.** Should any court of law consider any provision of this Addendum to be unenforceable, then that provision shall be considered severed from this Addendum and the remainder of this Addendum shall continue in full force and effect. If required, the parties agree that a court of law should construe the remaining non-severed provisions in a context consistent with the Addendum as a whole.

**14. EXECUTION BY PARTIES.** We and You duly execute this Addendum on the respective dates written below. By executing this Addendum, **YOU ACKNOWLEDGE HAVING READ AND AGREED TO ALL THE PROVISIONS OF THIS ADDENDUM.** You further acknowledge having received a copy of this Addendum. This Addendum constitutes the ENTIRE agreement between the parties and NO statement, oral or written or otherwise, not contained or described herein shall be binding on either party. No subsequent amendment to this Addendum or the Lease or any statement, oral or otherwise, by either party to this Addendum shall be binding unless it is in writing and signed by all parties.

**LESSOR:**

Madison Greensboro, LLC

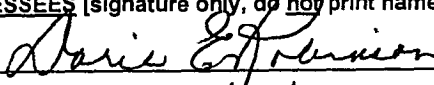
Print Name of Lessor

BY: 

Signature of Authorized Person for Management Company or Agent

Date Signed: 4-30-15

**LESSEES** [signature only, do not print name]:

1.  (SEAL)

Date Signed: 4/30/15

2. \_\_\_\_\_ (SEAL)

Date Signed: \_\_\_\_\_

3. \_\_\_\_\_ (SEAL)

Date Signed: \_\_\_\_\_



## SOCIAL MEDIA / GRANT OF LICENSE ADDENDUM

1. **ADDENDUM.** For mutual and proper consideration, the receipt of which is acknowledged by all of the undersigned parties to this document, this document shall serve as an addendum ("the Addendum") to the residential lease contract (the "Lease") between

Madison Greensboro, LLC

as Lessor (hereinafter referred to as "We" or "Us" or in similar possessive forms) and

Doris Robinson

as Lessee(s) (hereinafter referred to as "You" or in similar possessive forms) for the rental of real property located at a street address of:

5521 Tomahawk Drive #5521G, Greensboro,

NC 27410

(said real property hereinafter referred to as "the Home"). Where the terms of the Lease and this Addendum may conflict, the terms of this Addendum shall control.

2. **PURPOSE OF ADDENDUM.** By signing this Addendum, You agree to grant Us a license to use Your likeness on websites or other advertising, particularly social media websites which You may visit or otherwise place comments.

3. **CONSENT TO USE LIKENESS AND STATEMENTS IN SOCIAL MEDIA.** You hereby grant Us and Our Agent (if identified below) YOUR PERMISSION AND AN IRREVOCABLE LICENSE to use, reproduce, and publish Your likeness, including but not limited to photographs, audio or video recordings, or other representations of You, as well as any written or oral statement(s) made by You (all of the above forms of video or audio or photographs or other media of You, members of Your household, and Your guests) are hereinafter referred to collectively as "likeness"), for marketing and promotional purposes on various forms of advertising media, including but not limited to any publication or internet media created or used by Us, any website maintained by Us, or any social media website owned and maintained by any third party, whether or not such any such website(s) may be considered Our advertisement and whether or not the use of Your likeness may be construed as Your endorsement of Us or Our Agent or the community in which the Home is located. You hereby waive any right to inspect or approve the likeness that may be used now or in the future, whether that use is known to You or unknown, and You also waive any right to royalties or other compensation that may be related to the use of the likeness. You hereby agree to release, defend, and hold harmless Us and Our Agent(s), including any entity or individual publishing

and/or distributing the likeness in whole or in part, whether on paper, electronic media, or on web sites, from and against any claims, damages or liability arising from or in any way related to the use of the likeness, including but not limited to any alleged misuse, distortion, blurring, alteration, optical illusion, or use of the likeness in composite form, either intentionally or otherwise, that may occur in the taking, processing, reduction or production use of the likeness as well as its publication or distribution.

4. **EXECUTION BY PARTIES.** We and You duly execute this Addendum on the respective dates written below. By executing this Addendum, **YOU ACKNOWLEDGE HAVING READ AND AGREED TO ALL THE PROVISIONS OF THIS ADDENDUM.** You further acknowledge having received a copy of this Addendum. You also acknowledge consulting with, or having had the opportunity to consult with, counsel prior to executing this Addendum. **This Addendum constitutes the ENTIRE agreement between the parties and NO statement, oral or written or otherwise, not contained or described herein shall be binding on either party. No subsequent amendment to this Addendum or the Lease or any statement, oral or otherwise, by either party to this Addendum shall be binding unless it is in writing and signed by all parties.**

### LESSOR:

Madison Greensboro, LLC

Print Name of Lessor

BY: Walter G. [Signature]

Signature of Authorized Person for Management Company or Agent

Date Signed: 4-30-15

### LESSEES [signature only, do not print name]:

1. Doris E. Robinson (SEAL)

Date Signed: 4/30/15

2. \_\_\_\_\_ (SEAL)

Date Signed: \_\_\_\_\_

3. \_\_\_\_\_ (SEAL)

Date Signed: \_\_\_\_\_

**EXHIBIT D**



Wednesday, July 8th, 2015

To all residents;

There has been a lot of confusion pertaining to resident water bills. Many people have been asking why they need to pay water now but not previously. The only residents that are not responsible for paying their own water are those that are under an older lease agreement that includes water. 3<sup>RD</sup> group will continue to honor any valid lease that includes water. However, upon renewal and also for all new residents, water will not be included in the rent and each resident will be responsible for paying their own water bill. The water is billed through a company called AUM, not Madison woods apartments. The water is billed based on a system called a hot water ratio. I have attached a copy of the explanation of the hot water ration system that I obtained from AUM to this letter for your convenience. Your water bill can be paid to our office and needs to be paid with your rent each month. Rent will not be accepted if it does not include the full amount for your water bill. Even though Madison Woods can accept water bill payments, we cannot change, correct or analyze any water bills that may seem incorrect to the resident. All billing questions should be directed to AUM at 800-418-5393.

If you are unsure whether you need to pay for your own water, please refer to your lease agreement. Information about utilities, including water, is on the left hand side of the first page. If your lease states that your water is sub metered, then you are responsible for paying a water bill.

I hope this helps clear up the confusion. Have a great week!

Jennifer Barni  
Community Manager  
Madison Woods Apartments

Madison Woods  
5505-A Tomahawk Drive  
Greensboro, NC 27410  
336-854-1167 (phone)  
Madisonwoodsapts.com

**EXHIBIT E**



## SMALL BALANCE DUE NOTICE

Date: 12-21-15

Resident: ROBINSON

Apartment: 55214

Dear Resident,

According to our records, we show a small balance outstanding on your rental account. The amount showing is \$ 273.58 . Please remit this payment within 2 business days to avoid any further charges. If you feel as though this is an error please come by or call us at 336-854-1167.

Sincerely,

Jennifer Barni  
Community Manager



**EXHIBIT F**

## Concerns regarding water usage / billing

Jennifer Barni

Thu 6/18/2015 11:17 AM

To: [REDACTED]@live.com <[REDACTED]@live.com>;

Hello Mrs. Robinson,

As per your request I am e-mailing you to confirm that I have contacted our account rep at AUM for a breakdown of your water usage. As per our conversation you requested a monthly or daily breakdown. I will forward that message and request both, however I am not knowledgeable about how AUM keeps their records. I will however forward any information to you that I am able to obtain.

Jennifer Barni | Madison Woods

Community Manager

5505 Tomahawk Drive #A | Greensboro, NC 27410

Phone: 336-854-1167

Fax: 336-294-5913

[pmmadison@3rdgroupproperties.com](mailto:pmmadison@3rdgroupproperties.com)

[www.madisonwoodsapts.com](http://www.madisonwoodsapts.com)

**EXHIBIT G**

16CVM5849

## STATE OF NORTH CAROLINA

In The General Court Of Justice  
District Court Division-Small Claims

Guilford County

This action was tried before the undersigned on the cause stated in the complaint. The record shows that the defendant was given proper notice of the nature of the action and the date, time and location of trial.

JUDGMENT  
IN ACTION FOR  
SUMMARY EJECTMENT

G.S. 7A-210(2), 7A-224; 42-30

## FINDINGS

The Court finds that:

- ☒ a. the plaintiff has proved the case by the greater weight of the evidence.  
☐ b. the plaintiff has failed to prove the case by the greater weight of the evidence.  
☐ c. the plaintiff requested and was entitled to a judgment for possession based on the pleading.
- the defendant(s) ☒ was was not present at trial. ☒ The defendant was served by posting.
- ☒ a. there is no dispute as to the amount of rent in arrears, and the amount is \$ 1,020.72  
☐ b. there is an actual dispute as to the amount of rent in arrears. The defendant(s) claims the amount of rent in arrears is \$ \_\_\_\_\_, and this amount is the undisputed amount of rent in arrears.
- ☐ Other:

## ORDER

It is ORDERED that:

- ☒ 1. the defendant(s) be removed from and the plaintiff be put in possession of the premises described in the complaint.
- ☐ 2. this action be dismissed with prejudice.
- ☐ 3. this action be dismissed with prejudice because the defendant tendered the rent due and the court costs of this action.
- ☐ 4. the plaintiff recover rent of the defendant(s) in the amount and at the rate listed below, plus other damages in the amount indicated. The plaintiff is also entitled to interest on the total principal sum from this date until the judgment is paid.
- ☐ 5. Other: (Specify)
- ☒ 6. Costs of this action are taxed to the ☐ plaintiff. ☒ defendant.

Rate Of Rent

☒ Mo.

Amt. of Rent in Arrears (Owed to Date)

\$ 759.00

per

☐ Wk.

\$

☒ Judgment Announced And Signed in Open Court

Amount Of Other Damages

\$

Date

2/10/2016

Signature of Magistrate

TOTAL AMOUNT

\$

Name Of Party Announcing Appeal in Open Court

## CERTIFICATION

(NOTE: To be used when magistrate does not announce and sign this Judgment in open court at the conclusion of the trial.)

I certify that this Judgment has been served on each party named by depositing a copy in a post-paid properly addressed envelope in a post office or official depository under the exclusive care and custody of the United States Postal service.

Date

Signature Of Magistrate

Film No.

Judgment Docket Book And Page No.

Name And Address of Plaintiff

3rd Group Properties  
Madison Woods  
5505 Tomahawk Dr. Apt. A  
Greensboro, NC 27410

Social Security No./Taxpayer ID No.

47-1215547

County

Guilford

Telephone No.

3368541167

## VERSUS

Name And Address of Defendant 1

Doris Robinson  
5521 Tomahawk Dr., Apt. G  
Greensboro, NC 27410

County

Guilford

Telephone No.

0000000000

Name And Address of Defendant 2

County

Telephone No.

Name And Address Of Plaintiff's Attorney

Nicolas P. De Castro, PLLC  
6337 Park South Dr.  
Charlotte, NC 28210

**EXHIBIT H**

NORTH CAROLINA  
GUILFORD COUNTY

IN THE GENERAL COURT OF JUSTICE  
DISTRICT COURT DIVISION  
16 CvM 5849

3RD GROUP PROPERTIES, LLC, a North Carolina limited liability company,

Plaintiff,

v.

DORIS ROBINSON,

Defendant.


**CONSENT ORDER TO VACATE  
JUDGMENT BETWEEN  
PLAINTIFF AND DEFENDANT**

NOW COMES Defendant Doris Robinson, by and through undersigned counsel, and shows unto the Court as follows:

1. Plaintiff and Defendant agreed to the Consent Order to Vacate Judgment Between Plaintiff and Defendant (the "Consent Order") attached hereto as **Exhibit A** and incorporated by reference as if fully set forth herein.
2. The attached Consent Order was signed by a Judge of the Guilford County District Court on June 23, 2017, and by that signature vacated the judgment entered against Defendant Robinson in the above-captioned action on February 11, 2016.

Defendant Doris Robinson respectfully requests that this document and the attached Consent Order be filed in the above-captioned action.

This the 1<sup>st</sup> day of June, 2018.

  
R. Robert El-Jaouhari  
The Law Offices of Charles Winfree  
*Attorneys for Defendant*  
100 S. Elm Street, Suite 430  
Greensboro, NC 27401  
Phone: 336-273-8998  
N.C. Bar No. 49184

### CERTIFICATE OF SERVICE

I hereby certify that the foregoing Consent Order to Vacate Judgment Between Plaintiff and Defendant was served upon the Plaintiff by depositing a copy of same in the United States Mail, first-class, postage prepaid and addressed to Plaintiff's last known counsel as follows:

Nicholas P. De Castro, PLLC  
6337 Park South Dr.  
Charlotte, NC 28210

This 1<sup>st</sup> day of June, 2018.



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R. Robert El-Jaouhari  
The Law Offices of Charles Winfree  
*Attorneys for Defendant*  
100 S. Elm Street, Suite 430  
Greensboro, NC 27401  
Phone: 336-273-8998  
N.C. Bar No. 49184

**EXHIBIT A**



NORTH CAROLINA  
GUILFORD COUNTY

IN THE GENERAL COURT OF JUSTICE  
DISTRICT COURT DIVISION  
16 CvM 1667

3RD GROUP PROPERTIES, LLC, a North  
Carolina limited liability company,

Plaintiff,

v.

DORIS ROBINSON,

Defendant.

CONSENT ORDER TO VACATE  
JUDGMENT BETWEEN  
PLAINTIFF AND DEFENDANT

Plaintiff, by and through her respective counsel, and Defendant agree to this Order to Vacate Judgment entered against Defendant Robinson on February 11, 2016.

It is therefore ordered and decreed that the judgment entered against Defendant Robinson on February 11, 2016 is hereby vacated.

This the 23<sup>rd</sup> day of June, 2017.

HT  
The Honorable District Court Judge Presiding

CONSENTED:

3RD GROUP PROPERTIES, LLC,  
a North Carolina limited liability company

By: Kathy L. Wade

DORIS ROBINSON

By: Andrew D. Evans

Andrew D. Evans, attorney for Defendant Robinson