STATE OF NORTH CAROLINA	IN THE GENERAL COURT OF JUSTICE SUPERIOR COURT DIVISION
COUNTY OF WAKE	CASE NO CVS
RANDI MILROY and DAN WILLIAMS, on behalf of themselves and all others similarly situated,	WAKE CO., C.S.C.
Plaintiffs,)	COMPLAINT
BELL PARTNERS INC., LSREF3	(Class Action)
BRAVO (RALEIGH), LLC d/b/a THE RESERVE AT LAKE LYNN, and DPR WESTOVER, LLC d/b/a CARY)	
RESERVE AT WESTON, and HUDSON) CAPITAL WESTON, LLC d/b/a CARY)	
RESERVE AT WESTON,	
Defendants.	

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

NATURE OF THE ACTION

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

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

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

JURISIDICTION AND VENUE

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

PARTIES

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

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

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

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

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

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

GENERAL BACKGROUND

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

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

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

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

payment (hereinafter "Initial Collection Letters").

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

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

including the "Complaint-Filing Fee."

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

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

MILROY'S FACTS

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

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

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

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

WILLIAMS' FACTS

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

2019.

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

Fees that Defendants was not entitled.

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

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

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

Defendants were not the prevailing party.

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

COMMON CLASS ALLEGATIONS

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

The Initial Collection Letter Class (represented by Williams):

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

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

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

The Fee Class (represented by all Plaintiffs):

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

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

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

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

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

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

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

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

FIRST CAUSE OF ACTION:

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

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

SECOND CAUSE OF ACTION

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

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

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

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

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

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

THIRD CAUSE OF ACTION

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

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

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

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

FOURTH CAUSE OF ACTION

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

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

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

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

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

PRAYER FOR RELIEF

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

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

in the alternative N.C.G.S. § 75-1.1;

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

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

This the 21st day of September, 2018.

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scott@wbmllp.com

pat@wbmllp.com

Attorneys for Plaintiffs and the proposed Classes



Apartment Lease Contract



Ð	ste of Lease Contract: Royamber 9, 2016 (triben the Lease Contract is filled out)	This is a blading document. Read enrefully before signing.
	Moving In - C	eneral Information
1.	PARITES. This Leave Contract (summings referred to so the Tresse') is between you, the neighbority (list all people alguing the Leave Contractic RANGE MS, LEOV.	Prevated rent of \$246_60_ is due for the remainder of friend only 13 ist month or2nd munth, on
	LSREES Scavo_(Raloigh) . LLC and re, the namer:	Otherwise, you must pay your rest in or before the 1st day of each mouth lefu- date) with me grace period. Cash is unneceptable without our pain meitles permeters. The must but withold or effect were nelses expressly authorized, shrute. We may, at our caption, require at any time that you pay all rest and other sums in each, certifical or cashier's check, money order, or one mouthly check regher than multiple checks. If you don't pay all rest on re
	Insur of openiumi community or little halder). You've agreed to root Apartment No. 1400K at 1400 K Lake Frank. Drive (the second to the control of the second to the seco	before the day of the month, you'll pay a late charge of \$5. of the remail payment or \$15.00, whichever it greater. You'll also pay a charge of \$
	successors in interest or ossign s). Written nance to or from our managery constitutes neiter to or from us. Hanyone else has guaranteed performance of this Leave Contract, a suparate Leave Contract Guaranty for each guarantee is attached.	7. UTILITIES. We'll pay for the following items, if checked and if permitted by land permitted by land long the land of the land long temper in the la
2.	OCCUPANTS. The apartment will be occupied only by you and (find at) other occupants not seeing the Leine Contract):	You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. You must not ellow utilities to be disconnected- including disconnection for not paying your bills—until the least term or renewal period ends. Cable channels that are provided may be changed
		during the lease term if the change applies to all residents. Utilities may be used only for normal issuschold purposes and must not be wested, if
	No one else may occupy the apartment. Persons not listed above must not stay in the apartment for more than 2 conoccutive days without our prior written consent, and no more than twice that many days in any one month.	your electricity is over interrupted, you must use only battery-operated ighting. If any utilities are submitteed for the spartment, or privated by an allocation formula, we will statch an additional in this kease Contract in compliance with state uponcy rules or city ordinance.
3.	LEASE TERM. The initial term of the Lease Contract begins on the 22nd day of November 2016 and ends at maintight the 21st, day of November 2017. This Lease Contract will amenatically renew month-te-mouth unless either party gives at least 59, days written notice of termination or intent to move out as required by peragraph 36.	8. INSURANCE. We do not maintain incurance to cover your personal property or personal injury. We are not responsible to any tradient, guest or occupant (or damage or loss of personal property or personal injury from (including but not limited to) fire, probe, rain, flood, water and pipe teaks, but, fire, prove, lightning, wind, or piculous, earthquake, interruption of utilities, their, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandulism unless other wise raquired by law.
4.	SECURITY DEPOSIT. Unless modified by addenda, the entil security deposit at the time of execution of this Leuse Contract for all residents in the sportment in \$	We urge you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like.
	Camlina Tenant Security Duposit Act. N.C.G.S. § 42-50 et seq In trakling your security deposit, we will (risek out):	Additionally, you are lefter any 22 required in purchase personal liability insurance. If not required to purchase personal liability insurance, if no box is checked, personal liability insurance is not required. If required, failure to maintain personal liability insurance is no incurable breach of this Leave Contract and may result in the termination of trainity and
	Ucposit the security deposit in a trust account with trame of bank or savings institution) Halls Fargo Bank. N.A.	crution and/or any other remedies as provided by this Lease Contract or state law.
	located at (address) 300 N. Greene St. Greensbozo, NC 27401	You acknowledge that no parties of the rent paid by you under this agreement will be specifically diseased for the purchase of the owner's structural fire insurance, though the owner may use a portion of gross
	or C) Furnish a bread from (name or bunding enimpany)	rental me distriction from all rental units in the community to purchase such attractural fire mourance, and in such an event, that you are in no way a co-insured under any such policy.
	(address) located at	9. LOCKS AND LATCHES. Keyed lock(s) will be rekeyed after the prior
	The accurity deposit may, in our discretion, be deposited in an interest-	resident moves out. The releging will be done either before you move in or, if the apartment has a keyless deadbolt on each extribit door, within 10 days after you move in.
	bearing account with the bank or savings institution named above. We may retain one interest corned upon the security deposit and may withdraw such interest, if any, from such account as it accounts as often or is permitted by the turnes of the account. Your security deposit will be held and, upon termination of your tenancy.	You may at any time ask us to: [1] install one bayed deathout both on an exterior diver if it does not have one; [3] install a bar and for sliding glass door; [3] install one keyless deathout on each exterior door; [4] install one keyless deathout on each exterior door; [4] install one doorstewer on each exterior door; [4] install one doorstewer on each exterior door; and [5] change or rekey locks or latches during the base curn. We must evenply
	be applied in the manner and for the purposes set forth in paragraphs 40 and 41 of this Lorse Commet.	with three regirets, but you must pay for them. What You Are Now Requesting. You new request the lobbwing to be Installed at your expense if one is not already installed), subject to any
	REVS AND FURNITURE. You will be provided 2 apartment key(s). 2 mailbut key(s), and 0 other access devices for Your apartment will be lebet early 1 formshed or 22 unturneshed.	statuhny restrictions on what you may request. 2 keyed deadbolt leek
6.	RENT AND CHARGES. Unless modified by oddenda, you will pay \$ 823, 90 per month for cent, payable in advance and without	in sliding dear ber Payment for Rekeying, Repairs, Etr. You must pay for all repairs or
	demand: 20 at the un-sity manager's effice, or 20 at our calling payment site, or 20 at 630 Lake Yront Drive	replacements arising from missue or damage to devices by you or your himily, occupants, or garest during your occupants. You may be required or pay in advance if we outly you within a reasonable time after your request that you are more than 30 days definquent in resultarising us for experience are relating a device which was missued or damaged by you, your guest or in occupant; or if you have requested that we repair, install, change or relay the same device during the 30 days preceding your request and we have compiled with your request.

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For special provisions on the last page

See any additional special provisions.

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TO THE WAY A DESCRIPTION

- 11. REIMBURSEMENT. You must promptly reimburse us far hos, damage, government fines, or cost of repains or service in the epartment community due to violation of the Lesso Centract or rules, improper use, or negligence by you or your guests or occupants. Unless the damage or wastewater stoppage is due to our negligence, we're not liable for—and you may pay for—repains, replanment costs, and damage to the following if occurring during the Lesse Contract termor renewal period;(1) damage to occurring during the Jesse Contract termor renewal period;(1) damage from windows or doors left open; and (2) damage from windows or doors left open; and (3) damage is damage. in demanding sums you owe is not a waiver.
- 12. (A) EVICTION OR SUMMARY EJECTMENT AND PROPERTY LEFT IN THE APARTMENT.

In the event you violate any terms or conditions of this Lesse Contract or fail to perform any prombe, duty or obligation you have agreed to or imposed upon you by law, then we, in addition to all other rights and remedies provided by law, may, of our option and with or without notice to you, either (1) terminate this Lesse Contract or (2) terminate this Lesse Contract or (3) terminate with our notice.

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

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

property.

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

In the event we teentinate your right of possession without terminating

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

(B) ABANDONED PROPERTY

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

If the total value of the property left in the apartment at the time of execution of a Writ of Poisseston is less than 5500, we may deem the property abandoned after five days and may throw away or dispose of the property.

- 13. FAILING TO PAY FIRST MONTH'S RENT. If you don't pay the first month's rent when or before the Lease Contract begins, we may end your right of occupancy and recover damages, future rent, relating charges, attempt's fees, cauricosts, and other lawful charges. This paragraph does not apply to termination of this Lease Contract 14 or more days before occupancy by Military Personnel under Paragraph 22.
- 14. RENT INCREASES AND LEASE CONTRACT CHANGES. No rent RENT INCREASES AND LEASE CONTRACT CHANGES. No cent increases or Lease Contract changes are allowed before the Initial Lease Contract term ends, except for charges allowed by any special provisions in paragraph 10, by a written addendum or amendment algred by you and us, or by reasonable changes of apartment rules allowed under paragraph 17. It, at least 3 days before the advance nortic detailine referred to in paregraph 3, we give you written notice of rent increases or lease changes effective when the lease term or renewal period ends, this Lease Contract will automatically continue month-terminih with the increased runt or lease changes. The new modified Lease Contract will begin on the date stated in the notice (without recessity of your signature) unless you give us written move-out notice under paragraph 36. 26 you give us written move-out notice under paragraph 36.
- 15. DELAY OF OCCUPANCY. If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding on we're not responsible for the delay. The Lease Contract will remain force subject to: (i) abatement of rent on a daily basis during delay; ar (2) your right to terminate as set forth below. Termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and any ent paid. Best esbatement or leave Contract termination does not apply if delay is for cleaning or repairs that don't prevent you from ng the apartment.

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

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

While You're Living in the Apartment

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

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

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

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

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✓ This document was executed via the NAA F-signature System - ID: 102374827

- 19. PROHIBITED CONDUCT: You and ye coupanisor guests may not engage in the following activities: behaving in a loud or chanatious marrier, disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employers) in or near the apartment community; disrupting our business operations; manufacturing, delivering, possessing with busent to deliver, or otherwise possessing a controlled authorance or drug paraphermalia; engaging in or eitheratening violence; possessing a weapon prohibited by state law; discharging a finearm in the apartment community; displaying or possessing a grap, laffe, or other weapon in the communities are possessing a proposessing a proposessing a proposessing and the continue area in a way that may olarm others, storing anything in closets having gas appliances; tamporing with utilities or telecommunications; bringing hazardous materials into the apartment community. materials into the apartment community
- 20. FARKING. We may regulate the time, menuer, and place of parking cars, trucks, metrecycles, bicycles, boats, trailers, and recreational vehicles by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. A vehicle is unauthorized or illegally parked in the apartment community if it:
 - (1) has a flat tire or other condition rendering it inoperable; or
 - is on jacks, blocks or has wheelfs) missing; or has no current license or no current inspection sticker; or

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- (3) lies up more than one purkeys space; or (3) belongs to a readent or occupant who has surrendered or abandomed the apartment; or (6) is parked in a marked handlesp space without the legally required
- handkap insignity or

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

 (8) blocks another vehicle from exiling; or

 blocks another vehicle from exiling; or

 consists of the parked in a five law or designated "no parking" area; or

 (10) is parked in a five law or designated "no parking" area; or

 (10) is parked on the grass, sidewalk, or patin; or

- (12) blocks garbage trucks from access to a dur
- 21. RELEASE OF RESIDENT. Unless you're entitled to terratnate this Lease Contract under paragraphs 10, 15, 22, or 36, you won't be released from this Lease Contract for any reason—loctualing but not limited to voluntary or involuntary actional withdrawel or trends, voluntary or involuntary actions are assessment disease; reconciliation, less of conjob transfer, marriago, separation, divorce, recon-residents, loss of employment, but health, or death.
- Z. MILITARY PERSONNEL CLAUSE. You may terminate the Lease Cuntract if you enlist or are drafted or cumulostened in the U.S. Armed Ferces. You also may terminate the Lease Contract if:
 - you are (i) a member of the U.S. Armed Fraces or reserves un acti-duty or (ii) a member of the National Guard colled to active duty f re than 30 days in response to a notional emergency declared by
 - (2) you are either (i) given change-of-station orders to permanently depart the local area. (ii) deployed with a military unit for 90 days or more, or (iii) relieved or released from active duty.

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

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

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

Smoke Detectors and Carbon Monoside Detectors. We'll furnish Smoke Detectors and Carbon Monoside Detectors. We'll furnish symble detectors and curbon mensatide detectors as required by stable, and we'll test them and provide working batteries, if applicable, when you first take possession. After that, you must pay five and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prov notice to you. You must perfedically inspect the smake detectors and carbon monoside detectors to ensure their operability and immediately report snoke detectors and carbon monoside detector mail functions to us. Neither you not others may disable snoke detectors and carbon monoside detectors. If you disable or damage the snoke detector and carbon monoside detectors, in fail to replace a dead battery or report mailurations to us. If you disable or damage the smale detectors and carbon manastic detectors, if fail to replace a dead butters or report mallurations to us, you may be likely to us and others for any lasts, damage, or fines from fire, meaning a suggestion of the same of the

Canality Loss. We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, tackeding but not limited up fire, smoke, rain, flood, water and pipe leaks, ball, ice, smov, lighthoug, wind, capitalisms, corthquake, interruption ut utilities, theft, or wandation unless otherwise required by low. Unless we utilities, theft, or vandation unless reherwise required by law. Unless we instruct eitherwise, your must—for 24 hours a day during freezing weathers—(1) keep the apartment heated to at least 50 degrees. (2) keep cathet and closes duon upon; and (3) drip hot and cutil water facests. You'll be label for damage to our and others' property if domage is caused by broken water pipes due to your violating these requirements. If you ask our representatives to perform services nut contemplated in this Losse Contract, you will indemnify us and hold us harmless from all liability for those services.

Crime or Emerg. Dial VII or immediately cell total mudical emergency, fire, or police personnel in case of accident, fire, smale, or suspected criminal activity or other emergency involving imminent herm. You should then contact our representative. You won't treat any of our accounts or manager of accounts of the contact of the contac You should then contact our representative. You won't treat any of our security measures as on express so implied warranty of security, or as a guarantee against crime or freduced risks of crime. Unless otherwise provided by law, we're not timble to you or any guests or occupants for injury, damage, or loss to purson or properly caused by criminal conduct of other pursons, including that, bunglary, assault, vandalism, or other crimes. We're not obliged to furnish security personal, security lighting, security gates or fences, or other forms of security urless required by samule. We're not responsible for obtaining criminal-instany checks on any resteints, occupants, guests, or contractors in the opportunit occupantity. If you or any occupant or guest to affected by a crime, you must make a written report in our representative and to the appropriate load law-enforcement agency. You must also furnish as with the law-enforcement agency. You must also furnish as with the law-enforcement agency's insident report number upon request.

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

wretting condition.

You must use customary diligence in maintaining the apartment and not demogring or littering the common area. Unless authorized by staining or demogring or littering the common area. Unless authorized by staining or you in writing, you must not perform any repeirs, gathring, wallpapering, carpating, etectrical changes, or otherwise after our property. No holes or stricken are allowed incide or outside the apartment. But we'll permit a reastnable number of small null holes for hanging pictures on streetwestwalls and in growes of wood-paneled walls, unless our rules state otherwise. No water furnitum, washing machines, additional phone or TV-cable outlets, storm systems, or lock changes, additional phone or TV-cable outlets, storm systems, or lock changes, additional phone or TV-cable outlets, storm systems, or lock changes, additional phone or title unless statutorily diluved or we've areached in writing, You may install a satellite dish or antenna provided you sign our satellite dish or antenna taxe addendum which complies with neasunable restrictions of onested the lase. So we constitute the state of the same type detectors, funding, ichephone and cable TV wings, screens, lacks, and socurity devices. When you muce it, we'll supply light bulbs for futures or furnish, including exterior futures operated from Inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and watings. Your longrowersents to the apartment (whether or not we coment) become ours unless we agree otherwise in writing.

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

not constitute a written request from you.

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

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

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

You must not feed stray or wild animals.

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

WHEN WE MAY ENTER. If you or any guest or occupant is present, then repairers, servicers, contractors, our representatives or other persons listed in (2) below may peacefully enter the epartment at reasonable times 110920163797030002110626

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

(i) written nutice of the entry is left in a conspicuous place in the apartment immediately after the entry; and
(2) entry is for: responding to your request; making repairs or replacements; estimating repair or refurbishing costs; performing post control; doing preventive mainlenance; changing (illers; leasing or replacing amoba-detector batteries; restricting unreturned tools; equipment, or appliances; preventing waste of utilities; leaving notion; delivering, installing, econnecting, or replacing appliances, furniture, equipment, or security devices; removing or relaying unauthorized security devices; stopping excessive noise; cutting off electricity according to statute; retrieving property owned or leaved by former residents; toxpecting when immediate danger to person or properly is reasonably suspected; allowing persons to enter as you authorized in your rental application (if you dio, are incorrerated.

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

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

Replacements

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

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 a relating charge will not be due:
 a reasonable administrative (paperwork) and/or transfer fee will be due.
 and a relaying fee will be due if relaying is requested or required: and

(3) the departing and remaining residents will remain liable for all Lease Contract obligations for the sest of the original Lease Contract term.

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

Responsibilities of Owner and Resident

30. RESPONSIBILITIES OF OWNER. We'll act with contomory diligence for

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

premises in a fit and habitable condition;

(3) keep all cremmon areas of the premises in sale credition;

(4) maintain in good and safe working order and promptly repair all

(5) facilities and appliances supplied or required to be supplied by us;

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

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

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

employee of a utility company or the government.

Eviction. If you default, we may re-enter and re-take possession of the purpoises as provided to Faragraph 12 and may immediately institute proceedings for sometimes ejectment as provided by law without notice or demand. Termination of year possession rights or subsequent releting doesn't release you from institlity for future rent or other lease abligations. After filling a summary ejectment suit, we may still accept a partial payment of rent or a partial housing subsidy payment; the filling or acceptance doesn't waive or diminish our right of eviction, or any other contractual or abuttery right. Accepting a partial payment of rent or a partial housing subsidy payment at any time doesn't waive your default of this Lease Centract; our right in damages past or future rent or other sums; or to file an eviction or to continue with filed eviction proceedings; nor does our exercise of any of our rights in this Faragraph violate Chapter 73 of the N.C. General Statutes.

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

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

- (1) Complaint Filing Fee. If you are in default of this Lease Contract and if we file and serve a summary ejectment complaint or a complaint for money owed against you, and if we elect to distrains the complaint after you care the default, you shall owe Us a Complaint Filing Fee equal to \$15.00 or five purcent (\$75) of the monthly rept, whichever in higher. If the rent is subvidized by a government entity, the Complaint Filing Fee will be \$15.00 or \$% of your share of the monthly rent, whichever is higher.
- (2) Court Appearance Fee. In the event that (i) we file, serve, and presecute successfully a summary ejectment complaint for money used against you and (ii) a judgment its entered against you, and (iii) if you faft to appeal the judgment within the legally prescribed timeframe, you shall one up—in lieu of the Complaint Filing Fee—a Court Appearance Fee equal to ten precent (IVF) of the manthly ent. If the rest is substituted by a government entity, this Court Appearance Fee will be IVA of your share of the monthly rent.
- (3) Second That Fee. In the event that (i) you appeal a judgment of a magistrate and (ii) we prove that you are in default of the lease at the new trial and (iii) we obtain a judgment against you at the new trial, you shall now us—in the on the Complaint Filing. Fee and Court Appearance Fee—a Second Trial Fee equal to twelve percent (27%) of the monthly sent. (if the nonthly here it is subsidied by a government entity, the Second Trial Fee will be 12% of your share of amounthly rent.

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

General Clauses

32. MISCELLANEOUS. Neither we not say of our inpresentatives have made any oral promises, representations, or agreements. This I case Contract is the ceilire agreement butmern you and us. Our representatives (including management personnel, employers, and agents) have so authority to write, amond, or terminate this tense Contract or any part of it, unless in writing, and श्रीहरू जार्थ, वर दिस्स suppid, or terminate this lates Contract or any part of it, neless in writing, and us authority is make premises, representations, or agreements that impose security duties or other obligations on usor our representatives makes in writing. No action or orde-sion of our representative will be considered a writing. For any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due doses, liens, or other rights isn't a waiver under any circumstances. Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. Written notice to or from our managers constitutes notice to or from us. Any person

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

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

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▼ This document was executed via the NAA E-signature System - ID: 102374827

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

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

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

FORCE MAJEURE: If we are prevented from completing p of my obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, rints, flood, line, hurricane, tornada, sabetago, or other occurrence which is beyond the control of the parties, then we shall be excursed from any further performance of obligations and undertakings hereunder, in the full extent allowed under opplicable law.

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

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

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

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

Security Guidelines for Residents

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

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PERSONAL SECURITY—WHILE INSIDE YOUR APARTMENT

ERSONAL SECURITY—WHILE INSIDE YOUR AWRENT Lock your doors and windows—even while you're inside. Engage the keyless deadholts on all doors while you're traide. When answering the door, see who is there by looking through a window or posphole. If you don't know the person, first talk with him or her without opening the door. Don't open the door if you have some double.

- name or ner waxassat opening the door. Door open the door if you have any doubte.

 If children (who are old enough to take care of themselves) are left alone in your opertment, bell them to use the keyless deadbolt and refuse to let anyone inside while you are green—regard lassed whether the person is a stranger or an opentment maintenance or management continues.
- employee.

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

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

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

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

- C. Lucca your primary unterior and carrous monature detector monthly in make sure it is working properly and the batteries are still obay.

 Check your dear books, window landers, and other devices regularly to be sure they are working properly.

 If your doors or windows are unsecure due to break-ins or malfunctioning locks or latches, stay with friends or neighbors until the modelous is fine.
- the problem is fixed.

 11. Immediately report to management—in writing datad and signed—any needed repairs of looks, fatches, drors, windows, smoke detectors, and alarm systems.
- 12. Immediately report to management—in writing, dated and signad—any malfunction of other safety devices outside your apartment, such as broken gate feets, burden callings, etc.

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

PERSONAL SECURITY—WHILE OUTSIDE YOUR APARTMENT

- Lock your doors while you're gone. Lock any door handle tock, keyed deadboil tack, sliding door pin lock. sliding door handle latch, and sliding door but that you have.
 Locue a radin or TV playing suffly while you're gone.
 Chee and latch your windows while you're gone, particularly when you're n vacation.
- vou ne on vacation.
- 16. Tell your roommate or spouse where you're going and when you'll
- Don't walk alone at night. Dun't allow your family to do st

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

PERSONAL SECURITY—WHILE USING YOUR CAR

- 26. Lock your car doors while driving. Lock your cor doors and roll up the windows when teaving your car parked.

 27. Don't leave exposed items in your car, such as cassatte tapes, wrapped

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

 11. Check the backway before getting too your car.

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

PERSONAL SECURITY AWARENESS

reconstruct Octains IT AWARENEDS No security system is faileds. Even the best system can't persons crime. Always art as if security systems don't exist since they are subject to malfunction, lampering, and human error. We disclaim any expense or implied non-nation of security. The best affety measure, and the ones you perform as a matter of common sense and habit.

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

- We must receive advance written notice of your nurse-out date. The advance notice must be at least the number of days of notice required in paragraph 1. Oral move-out acture will not be accepted and will not terminate your Lease Contract.
- Your move-out notice must not terminate the Lease Conthan the end of the Lease Contract term or renewal period.

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

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

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

- 38. CLEANING. You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, paties, baltonies, garages, carpotts, and storage coems. You must follow move out cleaning instructions if they have been provided. If you don't dean odequately, you'll be liable for reasonable cleaning charges.
- 39. MOVE-OUT INSPECTION. You should meet with our repre for a more-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our currection, modification, or disapproval before final refunding or
- 40. SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES. We SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES. We may deduct sum from your security deposit for charges related to the following: your possible non-payment of cent, cross of water and sewer services provided, damage to the premises, damage or destruction of sende detectors or carbon monomic detectors, nonfulfilization of the rental period, may unpaid bills that become a lien ngainst the demised property due to your occupancy, costs of re-rentaling the premises ofter nearth by you, including but not limited to may reasonable fees or commission-paid by the landlind to a ligured real estate bridge to re-rent the premises, costs of removal and sharage of your property after a sammary ejectment proceeding, court costs, or any fee outharized by N.C. GEN.STAT. § 42-16.

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

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

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

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

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

executed in multiple originals, with original signatures—one for you one one or more for us. Our rules and community policies, if any, will be attached to the Levie Contract and given to you at signing. When at Inventory and Condition form is completed, both you and we should	Sand it grantedly before closely
retain a copy. The incress checked below are attached to this Lease Contract and are binding oven if not initiated or signed.	Resident or Residents (all sign betas) Delt. see
Animal Addensium Inventory and Candition Form Muhi Addensium Entosed Carage Addensium	
Community Policies Addendum Lesse Control Cueranty guaranties, if more than one) Notice of Intent to Move Out Form Parking Fermit or Surbay (quantity:)	Owner or Owner's Representative (signing on brief) of owner) William Haldson
Sotellite Dish or Antenna Addendum Abbestor Addendum (il asbestor to present) Lead I lazard Information and Oisclosure Addendum (foleral) Utility Addendum	Address and phone number of owner's representative for notice purpose. 650 Lake Front Drive
Remote Control, Card or Code Access Gato Addendum	Releigh, NC 27613
Intrusion Alarm Addendum	(919) 781-6294
Other Bod Bug Addendus	Name and address of locator service (if applicable)
	Date form is filled out (sense or on top of page 1)1/09/2016
he utility addends attached to the Agracues of one mailing Resident Constill. These chery at an the Constill. A rest service for of 5 on 1 related to the cont billing and does not be the control of the	tanding language in sqt. 32 of this Lange. on. Your rent. utility (so further described in t) and post/trash/otg. charges will be combined as will be payable to Owner on or before the 1.69 will appear on each monthly statement. This include the billing for for Mater. sewer or the Water/Wastewater Utility Addendum. If this
ertice do not waive any rights of subrogation utility addends attached to the Agraement one mailing Resident OneRill. These charges on the OneRill. A rest service for of Second as related to rest billing and does not trash. From for these items are disclosed on some Contract has automatically reserved money.	tanding language in sqc.32 of this Langa. on. Your cent. utility (as further described in t) and post/trash/otg. charmes will be combined as will be payable to Owner on or before the 1.69 will appear on each monthly statement. This include the billing for for mater. sewer or the Water/Wastewater Utility Addendum. If this
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eties do not waive any rights of subrogati m utility addends attached to the Agraemen and mailing Resident OneHall. These charge to on the OneHall. A rent service for of S m is related to ront billing and does not sub. For these items are disclosed on	tending lenguage in suc. 32 of this Lease. on. Your rent. utility iss Surther described in t) and post/trash/etg. charges will be combined on will be payable to Owner on or before the 1.69 will appear on each monthly statement. This include the billing for for Mater. sever or the Water/Wastewater Utility Addendum. If this the wonth at least a 30 day written notice of
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extics do not weigh any rights of subrogation utility addends attached to the Agraement one mailing Resident OneMall. These charges on the OneMall. A rest service for of Semila related to rest billing and does not tash. Fore for those items are disclosed on page Contract has subsymmetically reproved money.	tending lenguage in suc. 32 of this Lease. on. Your rent. utility (as further described in t) and post/trash/otg. charges will be combined as will be payable to Owner on or before the 1.69 will appear on each monthly statement. This include the billing for for mater. serve or the Water/Wastewater Utility Addendum. If this the wonth at least a 30 day written notice of

Boll Partners Inc. Bandi Milroy

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North Carolina/National Apartment Association Official Form, August 2016

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Apartment Lease Contract



	of Lease Contract: Rovember 20, 2017 (when the Lease Contract is folled out)		This is a binding document. Read carrfully before signing.
6	Moving In -		
. 1	ARTIES. This Lease Contract (sometimes referred to us the "lease") is tiweth you, the resident(s) fini all people signing the Lease Contract):		Prorated cent of \$ 251, 40 is due for the remainder of [check-one]. So let month or 2nd month, on
[]	Randi Milroy		Otherwise, you must prog your rent on or before the 1st day of each smath (due date) with no grace period. Cash is anaeceptable without our prior written provision. You must not without or offer rent uniters expressly authorized by
3	SRETS Bravo (Releigh). LLC		staints. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's cheek, money order, or one monthly check rather than multiple checks. If you don't pay all rent on or
	name of apartment community or title holder). You've agreed to rent partment No. 1400K at 1400 K Lake Front. Prive (three address) Releigh (rily). North Carelina.		before the5 day of the month, you'll pay a late charge of \$% of the cental payment or \$1500, whichever is greater, You'll also pay a charge of \$25_00 as provided by law for each returned
	27623 (zip oxés) for use as a private restitence only. The rain's "you" and "you" refer to all residents listed above. The terms "ve." and "our" refer to the owner listed above (or any of gwner's and "our" refer to the owner listed above (or any of gwner's	: -	check or rejected electronic payment. If you don't pay rent on time, you'll be delinquent and all remedies under this Leave Contract will be authorized. We'll also have all other remedies for such violation.
6	accessors in interest or assigns). Written notice to or from our managers multiutes notice to or from us. If anyone else has guaranteed performance in this Lease Contract, a separate Lease Contract Guaranty for each earonter is otteched.		UTILITIES. We'll pay for the following items, if checked and if permitted by law: Dwaster Dgs Defectricity Dmaster antenna. Dwastewater Drash Deable TV Dother.
OCCI	CCUTANTS. The spartment will be occupied only by you and that all her occupinds not signing the Lone Contract):		You'll pay for all other cultities, related deposits, and any charges, fees, or services on such utilities. You most not allow utilities to be discusseemed—including disconnection for not paying your bills—until the feese term or
-	The state of the second		renewal period ends. Cable channels that are provided may be changed during the lease term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted, if
4	o one elso may occupy the apartment. Persons not listed above must not ay in the apartment for more than 2 consecutive days without our prior ritten consent, and no more than twice that many days in any one onth.		your electricity is ever interrupted, you must use only battery-operated lighting, if any utilities are submetered for the apartment, or presented by an allocation formula, we will attach an addendum to this Lease Contract in compliance with state agency rules or city ordinance.
il C	EASE TERM. The initial term of the Lease Contract begins on the 22nd_day of November 2017, and ends at midnight is 21st_day of November, 2018. This Lease outract will automatically renew month-to-month unless either party was at least_60_days written notice of termination or intent to over-out as required by paragraph 36.	8.	INSURANCE. We do not maintain insurance to cover your personal property or personal figury. We are not responsible to any resident, goest, or occupant for damage or loss of personal property or personal injury from jundeding but not limited to fire, stroke, tain, flood, water and pipeleaks, buil, ice, snow, lightning, wind, explosions, carthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism unless otherwise required by law,
SE	ECURITY DEPOSIT. Unless modified by addends, the total security posit at the time of execution of this Lesse Contract for all residents in a spartment is \$, due on or before the date this		We urge you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like.
ç	ase Contract is signed, to be administered in accordance with the North trolling Tenant Security Deposit Act, N.C.G.S. § 42-50 et req. holding your security deposit, we will (check one):		Additionally, you are [cherkens] To required to purchase personal liability insurance. If no box is checked, personal liability insurance. If no box is checked, personal liability insurance is not required. If required,
2	Deposit the security deposit in a trust account with (name of bank or savings institution) Holls Fargo Bank, N.A.		failure to maintain personal flability insurance is an incurable breach of this Leave Contract and may result in the termination of tenancy and existion and/or any other remedies as provided by this Lease Contract or state law.
	Greens St		You acknowledge that no portion of the rent paid by you under the agreement will be specifically allocated for the purchase of the awner structural fire insurance, though the owner may use a portion of green
C	Purnuh a bond from (name of bonding company)		rental proceeds obtained from all rental units in the community to purchase such structural fire insurance, and in such an event, that you are in no way a co-insured under any such policy.
	(address) booted at	9.	LOCKS AND LATCHES. Reyed lock(s) will be rekeyed after the prior
	to security deposit may, in our discretion, be deposited in an interest- aring account with the bank or savings institution named above. We	-	resident moves out. The rekeying will be done rither believe you move in or, if the opartment has a keyless deadboilt on each exterior door, within 10 days after you move in.
G Ve	ay retain any interest carried upon the security deposit and may indicate such interest, if any, from such account as it accrues as often as permitted by the terms of the account.		You may at any time ask us to: (1) Install one keyed deadbolt lock on an exterior door if it does not have one; (2) Install a bar and/or skiding gloor pinlock on each skiding gloss door; (3) Install one keylets deadbolt on each exterior door; (4) Install one doorviewer on each exterior door; and (5)
Ь	our security deposit will be held and, upon termination of your tenancy, applied in the manner and for the purposes set forth in paragraphs 40 d 41 of this Lease Contract.	1	change or relary locks or latches during the lesse term. We must comply with those requests, but you must pay for them. What You Are Now Requesting. You now request the following to be
ķ	EYS AND FURNITURE. You will be provided 2 upartment y(s), 2 mailbox key(s), and 0 other access devices		installed at your expense (if one is not already installed), subject to any statutory restrictions on what you may request.
Ċ	Furnished or a unfurnished.		keyed deadboit lock keykes deadboit keykes deadboit sliding door pintock sliding door par
S,	ENT AND CHARGES. Unless modified by addenda, you will pay 838.00 per month for rent, payable in advance and without mand:	•	Payment for Rekeying, Repairs, Etc. You must pay for all repairs or replacements arising from misuse or damage to devices by you or your lamily, occupants, or guests during your occupancy. You may be required
	数 at the on-site manager's office, or 数 at our online payment site, or 数 at 650 Loke Front Drive		rammy, occupants, or guestacturing your occupancy. You may be required to pay in advance if we notify you within a reasonable time after your required that you are more than 30 days delinquent in relimbursing us for repairing or replacing a device which was misused or damaged by you, your guest or an occupant; or if you have requested that we repair, instaff, change or rekey the same device during the 30 days preceding your

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Page 1 of 6

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

See special provisions on the last page

See any additional special provisions.

- 11. SEIMBURSEMENT. You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the spartment community due to violation of the Lesse Contract or rules, improper use, or negligence by you or your guests or occupants. Unless the damage or wastrwater singage is due to our negligence, we're not liable for—expaint, replacement costs, and damage to the following if occurring during the Lesse Contract term or renewal period(1) damage to doors, windows, or scenes unless caused by other than your negligence; (2) damage from windows or doors left open; and (3) damage from wastrwater stoppages caused by improper objects in lines occurring a wastrwater stoppages caused by improper objects in lines occurringly serving your expainment. We may require payment at may time, including advance payment of repains for which you're liable. Delay in demanding sums you owe is not a walver.
- 12. (A) EVICTION OR SUMMARY EJECTMENT AND PROPERTY LEFT IN THE APARTMENT.

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

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

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

property.

If the sherilf does not store your personal property removed from the opartment, we may take possession of it and move it for storage purposes. In the event of an execution of a Writ of Passession against you, you agree that this sentence hareby constitutes our offer to release your personal purporty to you during our regular business hours for the seven calendarday period following the execution of a Writ of Possession. Seven days after being placed in lawful possession of your personal property by execution of the Writ of Possession, we may throw away, dispose of, or sell your property. If you request that we release your property to you during the seven day period, we must do so during our regular business hours. If we creat on sell your property, we must give you at least seven days notice prior to the sake, and we must release your property to you from you so request before the sake. If you do not sequest the refense of your property within seven days, all costs of summary ejectment, execution and storage proceedings shall be charged to you as court costs and shall constitute a line signate the stored property.

In the event we terminate your right of possession without terminating

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

recovery of rent or damages for breach of covenants, nor shall the partial receipt of rent after conditions bruken be decreed a waiver of forfeiture, as provided by N.C.G.S. in order to entitle us to re-enter and/or terminate this Lease Contract for default, it shall not be deemed necessary to give notice of centre being due and unpaid or of other conditions broken or to make demands for rent, the execution of this Lease signed by you and us being sufficient notice of all terms of this Lease Contract including of the rent being due and demand for the same. We shall have all rights granted pursuant to N.C.C.S. \$42-33.9 and \$42-25.6.

(B) ABANDONED PROPERTY

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

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

- 13. FAILING TO PAY FIRST MONTH'S RENT. If you don't poy the first month's rent when or before the Lasse Contract begins, we may end your right of occupancy and recover damages, future cent, reletting thatps, eltomays fees, court crists, and other lawful charges. This paragraph does not apply to termination of this Leose Contract 14 or more days before occupancy by Military Personnel under Paragraph 22.
- 14. RENT INCREASES AND LEASE CONTRACT CHANGES. No rent RENT INCREASES AND LEASE CONTRACT CHANGES. No cent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph 10, by a written eddendum or amendment signed by you and us, or by reasonable changes of operanent rules allowed under paragraph 17. If, at least 5 days before the advance notice deadline referred to in paragraph 3, we give you written notice of rem increases or lease changes effective when the lease term or renewal period ends, this lease Contract will automotically continue meta-lease and with the state term of the contract and period ends, this Lasse Contract will estimatically continue month-to-month with the increased rent or lease changes. The new modified Lesse Contract will begin on the date stated in the notice (without necessity of your signature) unless you give us written move-out notice under paragraph 36.
- 13. DELAY OF OCCUPANCY. If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay. The Lease Contract will remain in force subject to (1) abstences of rend on a daily basis during delay; and (2) your right to terminate as set forth below. Termination notice must be in writing. After termination, you are entitled only to refund of depositio) and any rent pold. Rent abstencest or Lease Contract termination decreases and apply if delay is for cleaning or repairs that don't prevent you from ing the opertme

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

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

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

While You're Living in the Apartment

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

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

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

You agree to notify us if you or any necupants are convicted of any febrny, or misdementary involving a controlled substance, violence to enother person or destruction of property. You also agree to notify us if you or eavy occupant registers as a sex elifender in any state. Informing us of orindeal convictions or sex of fiender registry does not waive our right to swict you.

Randi Milzoy

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

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

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

After you deliver to us your written bemination notice, the Lesse Contract will be terminated under this military clause 50 days after our receipt of the notice. You must furnish us a copy of your permanent change-of-station orders, call-up orders, or deployment orders or letter. Military permission for bose housing doesn't constitute o permanent change-of-station orders, after your move out, we'll ectum your security deposit, less lawful deductions. If you or any co-resident are a dependent of a servicementor covered by the U.S. Servicementers Civil Relief Act, this Lesse Contract may not be terminated under this paragraph without applying to a court and showing that your obtlify to comply with the Lesse Contract is materially affected by reason of the servicementer's military service. A co-resident who is not your spouse or dependent cannot template under this military clause. If you terminate the Lesse Contract 14 or more days before occupancy, no damages or penalties of any kind shall be due.

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

follow the Security Guidelines on page 6.

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

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

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

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

You must use customary difigence in maintaining the aparument area madanuging or littering the common areas. Unless authorized by stratute or by us in writing, you must not perform any repairs, polaring, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. But we'll permit a reasonable number of small noil holes for hanging pictures on sheetrock walls and in groover of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phans or TV-cubic outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You may install a satellite dish or anknown provided you sign our satellite dish or anknown provided you sign our satellite dish ry diligence in maintaining the apartment and not he common areas. Unless authorized by statute or is permitted unless statutority allowed or we've consented in writing. You may install a satellite dish or anhanna provided you sign our satellite dish or anhanna trase addendum which compiles with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including altern systems, smoke detectors, and carbon monoxide detectors, furniture, telephone and cable TV wiring, screens, locks, and security devices. When you move in, we'll supply light bulbs for fluctures we furnish, including existint flutures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the sama type and waitage. Your improvements to the spartment (whether or not we consent) become ours unless we agree otherwise in writing.

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

not constitute a written request from you.

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

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

ANIMALS. No animals (anathring manumets, reptiles, birds, fish, redents, and issueds) are allowed, even temporarily, outpokers in the sportness of anythrous community unless to be so entherhed in writing. If we allow an animal, you must sign a separate animal addendum, which may require additional deposits, cents, fees or other charges. This additional deposits considered a part of the general security deposit. You must remove an illegal animal within 14 hours of notice from us, or you will be considered in default of this Lesse Contract. We will authorize a support animals are a disabled (handkapped) person. We may require a written statement from a qualified professional werlifting the need for the support entimel. You must not feed stray or wild animals.

If you or any guest or occupant violates entired restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lesse Contract. You shall remove any damages for our time, inconvenience, and overhead (except for alto fees and litigation costs) in enforcing animal restrictions and rules

27. WHEN WE MAY ENTERL If you or any guest or occupant is present. then reputers, servicers, contractors, our representatives or other persons listed in (2) below may peacefully enter the apartment at reasonable times

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

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

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

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

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

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

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

Responsibilities of Owner and Resident

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

 - (1) comply with the applicable building and housing codes;
 (2) make all repairs and do whatever is necessary to put and keep the
 greenbes in a fit and habitable condition;
 (3) keep all comman ereas of the premises in safe condition;
 (4) maintain in good and safe working order and promptly repair all

 - facilities and appliances supplied or required to be supplied by us;
 - (5) provide operable smake detectors and replace or repair the smake detectors within 15 days of reselpt of your written notification to us.
- detectors within 15 days of receipt of your written notification to us.

 31. DEFAULT BY RESIDENT. 'thu'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: (1) you don't pay reat or other amounts that you over when due; (2) you or any guest or occupant violates the apartment rules, or fire, safety, health, or criminal laws, regardizes of whether or where areast or conviction occurs; (1) you abundon the apartment; (3) you or any occupant its arrested, convicted, or given deterred adjudication for a fetony offense involving actual or potential physical horn to a person, or involving possession, manufacture, or definery of a controlled substance, medjuan, or drug paraphernalia under state statute; (6) any illegal drugs or paraphernalia are found in your apartment; (7) you or any guest or occupant engages in any of the prohibited conduct in Paragraph 19, or (5) you or any occupant, in bud faith, makes an invalid complaint to an official or employer of a utility company or the government.

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

employee of a willily company or the government.

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

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

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

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

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

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

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33. MISCELLANEOUS. Neither we nor any of our representations have under any oral promises, representations, or agreements. This Lene Contract is the entire agreement between you and are. Our representations (including management personnel, employees, and agents) have no authority to write amount, or terminals this Lene Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security durings or their obligations on us are our representatives within to writing. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, liens, or other rights list? a waiver under any circumstances. Except when notice or domain its required by statute, you waive any notice and demand for performance from us if you default. Written notice to or from our managers constitutes notice to or from us. Any person

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

Exercising one remody won't constitute an election or waiver of other remedies. Unless prohibited by law or the respective insurance policies, insurance subrogation is waived by all parties. All remedies are cumulative. No emphayee, agent, or management company is personally liable for any of our contractual, statutory, or other diffigations merely by writte of acting on our behalf. This Lease Contract binds subsequent owners. Neither an invalid clause now the omission of initials on any page. owners, respect an average classe for unconstant or unconstant page invalidates this Lesse Contract. All notices and documents may be in English and, at our option, in any language that you read or speak. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies. This Lesse Contract is

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

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

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

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

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

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

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

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

wan wowdon hand and a secondly Guidelines for Residents

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

PERSONAL SECURITY—WHILE INSIDE YOUR APARTMENT

- RSONAL SECURITY—WHILE, INSIDE FOOK ARXIVERS IN LOCK you're fusible.

 Lock your doors and windows—even while you're fusible.

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

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

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

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

 6. If you're concerned because you've lost your key or because someone you distrust hus a key, sak the management to rekey the locks. You have a right to have that done, as long as you pay for the retering.

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

 6. Cheek your smake detretor and curbon monoride detectur monthly to make sure it is working properly.

 9. Cheek your door locks, window latches, and other devices regularly to be sure they are working properly.

 10. If your doors or windows are unsecure due to break-ins or maifunctioning locks or istches, stay with friends or neighbors until the problem is fixed.

 11. Inmediately report to management—in writing, dated and signed—any needed repairs of locks. Jatches, doors, windows, smoke defectors, and atmrs systems.

- Immediately report to management—in writing, dated and signed—any mailtunction of other safety devices outside your apartment, such as broken gate locks, burned-out lights in stairwells and parking lots, blocked passages, broken railing, etc.
- 14. Mark or engrave your driver's license number or other identification on valuable personal property.

PERSONAL SECURITY—WHILE OUTSIDE YOUR APARTMENT

- repairment security—writtle OUT is 10 to TOUR AFARTMENT

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

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

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

- Left hart tocurures ot thouse where hon to Bond and when hon if

- be back.

 19. Don't walk alone at aight. Don't allow your (amily to do so.

 20. Don't hide a key under the doormat or a nearby flowerpot. These are the first places a burglar will took.

 21. Don't give entry keys, codes or electronic gate cards to anyone.

 22. Use lamp timers when you go out in the evening or go away on vacation. They can be purchased at most hardware stores.

 23. Let the manager and your friends know if you'll be game for an extended time. Ask your neighbors to watch your spartment since the management carnot assume that responsibility.

 24. While on vacation, temporarily stop your newspaper and mail
- While on vacation, temporarily stop your newspaper and mail delivery, or have your mail and newspaper picked up daily by a friend.
 Carry your door key in your hand, whether it is daylight or dark, when walking to your ceiry door. You are more vulnerable when looking for your keys at the door.

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

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

PERSONAL SECURITY AWARENESS

FERSONAL SECOULT TANAMENTEDS
No security system is failure. Even the best system can't prevent crime. Alongonet as if security systems don't exist state they are subject to multivation,
tampering, and human error. We disclaim any express or implied warranties of
security. The best sighty measures are the ones you perform as a matter of common
tense with their sighty measures are the ones you perform as a matter of common
tense with their sighty measures are the ones.

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

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

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

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

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

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

You have surrendered the spartment when: (1) the move-out date has gassed and no one is living in the apartment in our ressonable judgment; or (2) all apartment keys and access devices listed in paragraph 3 have been humed in where even is outd—whitehever date occurs (in 8).

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

Surrender, abandonment, and judicial eviction end your right of porsession for all purposes and gives us the immediate right to: clean up, make repairs in, end roles the apartment, and debrinishe any security deposit defactions. Surrender, abandonment, and publicial eviction affect your rights to property left in the apartment (paragraph 12), but do not affect our mitigation obligations (paragraph 31).

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Signatures, Origin	talls and Attachments
42. ORIGINALS AND ATTACHMENTS. This Lease Contract has been executed in multiple originals, with original atgnatures—one for you and one or more for us. Our rules and community policies, if any, will be attached to the Lease Contract and given to you at algning. When an inventory and Condition form is completed, both you and we should	You are bigally bound by this document. Read it carefully before signing.
retain a copy. The items checked below are uttached to this Lesse Contract and are binding even if not initialed or algored.	Realdent or Realdents (all sign below) Real Editory
Animal Addendum Inventory and Condition Form Mold Addendum	
Precissed Garage Addendum Community Policies Addendum Lease Commot Guarany (guaranties, if more than one)	Owner or Owner's Representative (signing on behalf of owner)
Notice of Intent to Move Out Form Parking Permit or Sticker (quantity:)	Joseph Minter
Asbestus Addendum (if esbestus is present) Lead Hazard Information and Disclosure Addendum (federal) Utility Addendum	Address and phone number of owner's representative for notice purposes 650 Loko Front Drive
D Remote Control. Card or Code Access Gate Addendum	Releigh, NC 27613
Intrusion Alarm Addendum	(919) 781-6294
© Other MCDE Rulan & Rosso Other Red Bug Addondum	Name and address of locator service (ij applicable)
	Date form is filled out (some as on top of page 1) 11/20/2017
SPECIAL PROVISIONS (CONTINUED FROM PAGE 2)	nding languago in seq.32 of this Losso.
parties do not waive onv rights of subregation	. Your ront, utility (as further described in
the applicable utility addends attached to the	Agreement) and post/trosh/otc. charges will
be combined in one mailing ("Resident OnoBill"	
or before the date indicated on the Resident Or appear on each menthly statement. This fee is	MANALA A FORE SCHARCE FREE CA DA WALL
dong not include the billing fee for water, see	was as treet billing. The goat complete for you
be changed on increased at any time with a 30 of	
and trash billing are disclosed on the Water/W	
this Lease Contract has automatically renewed;	
notice of termination or intent to move-out will	
par 36.	AA WE VEHICLE UN HYPURY BUREA SO YOUNTED DA
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Boll Partners Inc. Sandi Mileoy

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North Carolina/National Apartment Association Official Form, March 2017





Apartment Lease Contract



D	ate of Lease Contract: September 6, (when the Lease Contract			This is a binding document. Read comfully before signing.
	THE PARTY OF THE P	Moving In - C	ene	ral Information & The Control of the
1.	PARTIES. This Lease Contract (sometimes ref between you, the resident(s) (list all people signing Dan L. Williams	errod to as the "lesco" to		Prorated rent of 5 231.00 is due for the remainder of [check one]: 2 1st month or 2nd month, on September 25 , 2016
	DPR Westover, LLC	and us, the owner:		Otherwise, you must pay your rent on or before the 1st day of each mouth (thue date) with no grace period. Cash is unacceptable without our prior written permission. You must not withhold or offset tent unless authorized by statute. We may, at our option, require at any time that you pay all rent and other sums in each, certified or eachier's check, money order, or one monthly check rather than multiple checks. If you don't pay all rent on or before
	(name of spartment community or litle holder). Apartment No. 1114 , at 1114 to 1114 t	(city), North Carolina, (city), North Carolina, the residence only. The above. The terms "we," ye (or any of owner's p or from our managers maranteed performance	7.	the
2.	OCCUPANTS. The apartment will be occupied other occupants not signing the Lease Contract): No one cise may occupy the apartment. Persons n stay in the apartment for more than 2 consecutive written consent, and no more than twice that	of listed above must not		You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. You must not allow utilities to be disconnected—including disconnection for not paying your bills—until the lease term or renewal period ends. Cable channels that are provided may be changed during the lease term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-operated lighting. If any utilities are submetered for the opartment, or prorated by an allocation formula, we will attach an addendum to this Lease Contract in compliance with state agency rules or city ordinance.
3,	the 24th day of September; 2016 the 25th days notice is required.	and ends at midnight 2017 . This Lease with unless either party emination or intent to	8.	
ě.	SECURITY DEPOSIT. Unless modified by addeposit at the time of execution of this Lease Corthe apartment is \$ 99.00 , due on Lease Contract is signed, to be administered in so Carolina Tenant Security Deposit Act, N.C.G.S. § in holding your security deposit, we will [check of the contract is signed, to be administered in so Carolina Tenant Security Deposit we will [check of the contract in the contract in a trust according to the security deposit in a trust according institution] Wells Fargo	efact for all residents in or before the date this cordance with the North 42-30 et seq.		We urge you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like. Additionally, you are [chick one] ** required to purchase personal liability insurance. If no box is checked, personal liability insurance is not required, if required, failure to maintain personal liability insurance is an incurable breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law.
	incated at (address)			You acknowledge that no portion of the rent paid by you under this agreement will be specifically allocated for the purchase of the owner's structural fire insurance, though the owner may use a portion of gross rental proceeds obtained from all rental units in the community to purchase such structural fire insurance, and in such an event, that you are in no way a co-insured under any such policy.
	Galdress)	located at	9.	LOCKS AND LATCHES. Keyed lock(s) will be rekeyed after the prior resident moves out. The rekeying will be done either before you move in out if the apartment has a keyless deadbolt on each exterior door, within 10 days after you move in.
	The security deposit may, in our discretion, be bearing account with the bank or savings institutely retain any interest curned upon the securithdraw such interest, if any, from such account is permitted by the terms of the account.	nation named above. We curity deposit and may let's it accrues as often as		You may at any time ask us to: (1) install one keyed deadbolt lock on an exterior door if it does not have one; (2) install a bar and/or sliding door pinlock on each sliding glass door; (3) install one keyless deadbolt on each exterior door; (4) install one doorviewer on each exterior door; and (5) change or rekey locks or latches during the lease term. We must comply with those requests, but you must pay for them.
	Your security deposit will be held and, upon terr be applied in the manner and for the purposes s and 41 of this Lease Contract.	et forth in paragraphs 40		What You Are Now Requesting. You now request the following to be installed at your expense (if one is not already installed), subject to any statutory restrictions on what you may request.
	key(s), 2 mailbox key(s), and 0 key(s), 2 mailbox key(s), and 0 your aparts	neht will be [check ana]:	a. 1	keyed deadbolt
6	Case 5:18-cv-0051 RENT AND CHARGES. Unless modified by	OHEL DOCUMEN	IT I	-1, Filed 10/30/18 noil age 46 not 18 for all sandin or

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

See any additional special provisions.

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

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

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

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

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

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

In the event we terminate your right of possession without terminating

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

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

(B) ABANDONED PROPERTY

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

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

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

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

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

While You're Living in the Apartment

17. COMMUNITY POLICIES OR RULES. You and all guests and community to prohibited—except that any lawful business conjugants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. We may make reasonable changes to assist a rules assistant or the Contract of this Lease Contract. We may make reasonable changes to assist and community to prohibited—except that any lawful business conducted "at home" by computer mill, or telephone is permissible if customers, clients, patients, or other business associates do not come to considered part of this Lease Contract. We may make reasonable changes are of the contract of th

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- 19. PROHIBITED CONDUCT. You and your occupants or guests may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, counfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphermalia; engaging in or threatening violence; possessing a weapon polibited by state layer discharging a firearm in the apartment community; displaying or possessing a our, knife, or other weapon in the common area in a way possessing a gun, knife, or other weapon in the common area in a way that may alarm others; storing anything in doses having gus appliances; tampering with utilities or telecommunications; bringing hazardous materials into the apartment community.
- 20. PARKING. We may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. A vehicle is unauthorized or illegally parked in the apartment community if it
 - (1) has a flat lire or other condition rendering it inoperable; or
 - is on jacks, blocks or has wheel(s) missing; pr
 - (3) has no current license or no current inspect on sticker; or
 - takes up more than one parking space; or
 - (5) belongs to a resident or occupant who has surrendered or abandoned the apartment; or
 - (6) is parked in a marked handicap space without the legally required handicap insignia; or

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

 (8) blocks another vehicle from exiting; or

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

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

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

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

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

Smoke Detectors and Carbon Monoxide Detectors. We'll furnish smoke detectors and carbon monoxide detectors as required by statute, and we'll test them and provide working betteries, if applicable, when you first take possession. After that, you must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must periodically inspect the smoke detectors and carbon monoxide detectors to ensure their operability and immediately report smoke detectors and carbon monoxide detector and carbon monoxide detector in them may disable smoke detectors and carbon monoxide detectors for disable or damage the smoke detector and carbon monoxide detectors, or foil to peping a feed a spoke of the point malignations to us. detectors, or foll to replice in Seed in 1965 of Spirit malignesigns the part 1-1

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

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

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

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

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

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

26. ANIMALS. No animals (including mammals, reptiles, birds, fish, redents, and insects) are allowed, oven temporarily, anywhere in the apartment or apartment community unless me we so authorized in writing. If we allow an animal, you must sign a separate unimal addendum, which may require additional deposits, rents, fees or other charges. This additional deposit is considered a part of the general security deposit. You must remove an illegal animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. We will authorize a support animal for a disabled (handicapped) necessary. a disabled (handicapped) person. We may require a written statement from a qualified professional verifying the need for the support animal. You must not feed stray or wild animals. for the purposes listed in (2) below. If nobody is in the apartment, such persons may enter percefully and at reasonable times by duplicate or master key (or by breaking a window or other means when necessary in emergendes) if:

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

spartment immediately after the entry; and

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

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

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

Replacements

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

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

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

Responsibilities of Owner and Resident

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Security Guidelines for Residents

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

PERSONAL SECURITY—WHILE INSIDE YOUR APARTMENT

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

- to be sure they are working property.

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

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

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

PERSONAL SECURITY—WHILE OUTSIDE YOUR APARTMENT

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

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

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

 18. Itil your roommate or spouse where you're going and when you'll
- be back.
- 19. Don't walk alone at night. Don't allow your family to do so.
- 20. Don't hide a key under the doormat or a nearby flowerpot. These are the first places a bugglar will look.

 21. Don't give entry keys, codes or electronic gate cards to anyone.
- Use lamp times when you go out in the evening or go away on vacation. They can be purchased at most hardware stores.
- 23. Let the manager and your friends know if you'll be gone for an extended time. Ask your neighbors to watch your spartment since the management cannot assume that responsibility.
- 24. While on vacation, temporarily stop your newspaper and mail
- delivery, or have your mail and newspaper picked up daily by a friend.

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

PERSONAL SECURITY—WHILE USING YOUR CAR

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

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

PERSONAL SECURITY AWARENESS

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

The state of the s

- 36. MOVE-OUT NOTICE. Before moving out, you must give our representative advance written move-out notice as provided below. Your move-out notice will not release you from liability for the full term of the Lease Contract or renewal term. You will still be liable for the entire Lease. Contract term if you move out early (paragraph 21) except under the military clause (paragraph 22). YOUR MOVE-OUT NOTICE MUST COMPLY WITH EACH OF THE POLLOWING:
 - We must receive advance written notice of your move-out date. The advance notice must be at least the number of days of notice required in paragraph 3. Or all move-out notice will not be accepted and will Case 5:18-cv-00516-FL Document 1-1
- 30-day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.
- CLEANING. You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, paties, belconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.
 - 39. MOVE-OUT INSPECTION. You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit; the rest of the district of the representative are subject to our

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

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

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

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

	Signatures, Originals and Attachments
42. ORIGINALS AND ATTACHMENTS. This is executed in multiple originals, with original riginals one or more for us. Our rules and community attached to the Lease Contract and given to Inventory and Condition form is completed, retain a copy. The items checked below are attached are binding even if not initialed or signed. 23. Animal Addendum	ou at signing. When an both you and we should
Inventory and Condition Form Mold Addendum Enclosed Garage Addendum Community Policies Addendum Lease Contract Guaranty (0guarant) Notice of Intent to Move Out Form Paiking Permit or Sticker (quantity:0 Satellite Dish or Antenna Addendum	ies, if more than one) Owner or Owner's Representative (signing on behalf of owner) Signod by Lara Mooneyhan No oct 2 92,121,27 m nor 2016
Asbestos Addendum (if asbestos is presen Lead Hazard Information and Disclosure Dittilty Addendum Remote Control, Cord or Code Access Gate Intrusion Alarm Addendum Other Other	ddendum (federal) 1000 Heathermoor Lune
	Date form is filled out (same as an lap of page 1) 09/06/2016
SPECIAL PROVISIONS (CONTINUED FROM PA	38 2) · · · · · · · · · · · · · · · · · ·

Apartment Lease Contract



D	te of Lease Contract: Herch 1, 2018 (when the Lease Contract is filled out)		This is a binding document. Read carefully before signing.
	With the dead Contract of Infect Only	ene,	ral Information
.1.	PARTIES. This Lease Contract (sometimes referred to as the "lease") is between you, the resident(s) (list all people signing the Lease Contract):		Prorated sent of S is due for the remainder of Icheckone!: 2 1st menth or 2 2nd menth, on
	Den Williams		Otherwise, you must pay your rent on or before the 1st day of each month (due date) with no grace paried. Cash is unacceptable without our prior to lites permission. You must not withhold or offset rent unless expressly authorized by
	Rudson Capital Weston LLC		abilitie. We may, at our option, require at any time that you pay all rent and other sums in cosh, certified or cashier's check, money order, or one monthly check rather than multiple checks. At our discretion, we may
	(name of apartment consumity or title holder). You've agreed to rent Apartment No. 1114 at 1114 Millhous Dr. (street address) in Cary (city). North Carolina 27513 isip code) for use as a private residence only. The terms 'you' and 'your' refer to all exidents listed above. The terms 'we,'		convert any and all checks via the Automated Clearing House (ACH) system for the purposes of callecting payment. If you don't pay all rent on or before the
	"us," and "our" refer to the owner bated above (or any of owner's successors in interest or assigns). Written or electronic notice to or from		be delinquent and all remedies under this Lease Contract will be authorized. We'll also have all other remedies for such violation.
	our managers constitutes notice to or from us. If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract Guaranty for each guarantor is attached.	7.	UTILITIES. We'll pay for the following items, if checked and if permitted by law: Dwater Ogas Oelectricity Omaster antenna.
ļ.,	OCCUPANTS. The apartment will be occupied only by you and (list all other occupants not signing the Lone Contract):		wastewater trash Cable TV Cother
			You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. You must not allow utilities to be disconnected— including disconnection for not paying your bills—until the lease term or
	No one cise may occupy the apartment. Persons not listed above must not stay in the apartment for more than 2 consecutive days without our prior written consent, and no more than twice that many days in any one month.		tenswal period ends. Cable channels that are provided may be changed during the lease term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-operated lighting. If any utilities are submetered for the uparament, or proruted by an allocation formula, we will attach an addendum to this Lease Contract
L	LEASE TERM. The initial term of the Lease Contract begins on the	_	in compliance with sinte agency rules or city ordinance.
.	1st day of March 2018 and ends at midnight the 28th day of February 2019. This Lease Contract will automatically renew month-to-month unless either party gives at least 60 days written notice of termination or intent to move-out as required by paragraph 35 (Move-Out Natice). SECURITY DEPOSIT: Unless modified by addends, the total security	e.	INSURANCE. We do not maintain insurance to cover your personal property or personal injury. We are not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, haif, ite, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, burricane, negligence of other residents, occupants, or invated/uninvited guests or vandalism unless otherwise required by law,
	deposit at the time of execution of this Lease Contract for all residents in the apartment is 5		We urge you to get your own insurance for losses to your personal property or injuries due to their, fire, water damage, pipe leaks and the like.
	In holding your security deposit, we will [check one]:		Additionally, you are (check one) 22 required to purchase personal liability insurance. [] not required to purchase personal liability insurance. If no
	Deposit the security deposit in a trust account with (name of bank or savings institution) Wells Fargo Bank N. A.		box is checked, personal liability insurance is not required. If required, failure to maintain personal liability insurance throughout your tenancy, including any renewal periods and/or lease extensions, is an incurable
	Jeceted at (address) 300 N. Greene St. Greeneboro, NC 27501		breach of this Lose Contract and may result in the termination of tenancy and evention and/or any other remedies as provided by this Least Contract or state law.
	CPF		You acknowledge that no portion of the rent paid by you under this
	Furnish a bond from (name of bending company)located at		agreement will be specifically allocated for the purchase of the owner's structural fire insurance, though the owner may use a portion of grous rental proceeds obtained from all rental units in the community to
	(address)		purchase such structural fire insurance, and in such an event, that you are in no way a co-insured under any such policy.
	The security deposit may, in our discretion, be deposited in an interest- bearing account with the bank or savings institution named above. We may retain any interest earned upon the security deposit and may	9.	LOCKS AND LATCHES. Keyed tock(s) will be rekeyed after the prior resident moves out. The rekeying will be done before you move into your apartment.
	withdraw such interest, if any, from such account as it accrues as often as is permitted by the terms of the account. Your connects deposit will be belowed and appear to make the account.		You may at any time ask us to change or rekey locks or latches during the lease Term. We must comply with those requests, but you must pay for them, unless otherwise provided by law.
	Your security deposit will be held and, upon termination of your tenancy, be applied in the manner and for the purposes set forth in puragraphs 39 (Security Deposit Deductions and Other Charges) and 40 (Deposit Return, Surrender, and Abandonment) of this Leave Contract.		Payment for Rekeying, Repairs, Etc. You must pay for all repairs or replacements arising from misuse or damage to devices by you or your
L	KEYS AND FURNITURE. You will be provided spartment key(s), mailbox key(s), and other access devices for qatecard Your apariment will be check one : furnished or unfurnished.		occupants, or guests during your occupancy. You may be required to pay in advance if we notify you within a reasonable time after your request that you are more than 30 days definquent in reimbursing us for repairing or replacing a device which was misused or damaged by you, your guest or an occupant; or if you have required that we repair or change or rokey the same device during the 30 days preceding your request and we have
i.	RENT AND CHARGES. Unless modified by addenda, you will pay S. 1195.00 per month for rent, payable in advance and without demand:		compiled with your request. Otherwise, you must pay immediately after the work is completed.



Dan **Williams**© 2017, National Apartment Association, Inc. - 10/2017, North Carolina

2) at the on-site manager's office, or (1) at our online payment site, or (2) at way, beliresidents.com

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provisions of this printed lease form.

See special provisions on the last page

See any additional special provisions.

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

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

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

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

property.

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

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

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

(B) ABANDONED PROPERTY

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

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

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

 14. RENT INCREASES AND LEASE CONTRACT CHANGES. No rent increases ar Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph 10 (Special Provisions), by a written addendum or ameniment signed by you and us, or by reasonable changes of spartment rules allowed under paragraph 17 (Community Prilices or Rules). If, at least 5 days before the advance notice deadline referred to in paragraph 3 (Lease Term), we give you written notice of rent increases or lease changes effective when the lease term or renewal period ends, this Lease Contract will automatically continue month-to-month with the lacreaged cent or lease changes. The new modified Lease Contract will begin on the date stated in the notice (without necessity of your signature) unless you give us written move-out notice under paragraph 35 (Move-Qui Notice).
- 15. DELAY OF OCCUPANCY. If occupancy is or will be delayed for construction, apairs, cleaning, or a previous resident's holding over, we're not responsible for the delay. The Lesso Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. Termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or Loase Contract termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying live aparti

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

- to ready for occupancy, but not later.

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

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

While You're Living in the Apartment

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

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

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

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

Ban Williams

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

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

 - (1) has a flat tire or other condition rendering it inoperable; or
 (2) is on jucks, blocks or has wheel(s) missing; or
 (3) has no current license or no current Inspection sticker; or
 (4) takes up more than one parking space; or
 (5) belongs to a resident or occupant who has surrendered or abandoned the apartment; or
 (6) is parked in a marked handicap space without the legally required handican inclinate or
 - (a) is partice in a marice intended space without the legally required handicup insignite; or

 (b) is parked in space marked for manager, staff, or guest at the office; or lincks another vehicle from entiting or

 (c) is parked in a first lame or designated "no parking" area; or

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

 - (11) is parked on the gress, sidewalk, or patio; or (12) blocks garbage trucks from access to a dumpster; or (13) belongs to a resident and is parked in a visitor or retail parking space.
- 21. RELEASE OF RESIDENT. Unless you're entitled to term tenancy under paragraphs 10 (Special Previsions), 15 (Delay of Occupancy), 22 (Military Personnel Clause), or 35 (Move-Out Netice), you want be reteased from this Lease Contract for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary in arriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.
- 22. MILITARY PERSONNEL CLAUSE. You may terminate your tenancy if you enlist or are drafted or commissioned in the U.S. Armed Forces. You also may terminate your tenancy if:
 - (1) you are (i) a member of the U.S. Armod Forces or reserves on active duty or (ii) a member of the National Guard called to active duty for more than 30 days in response to a national emergency declared by the President; and
 - (2) you are either (i) given change-of-station orders to permanently depart the local area, (ii) deployed with a military unit for 90 days or more, or (iii) relieved or released from active duty.

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

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

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

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

Indemnity us and mote us narrows from all lability for those services. Crime or Emergency. Dial 911 or immediately call local medicul emergency, fire, or police personnel in case of accident, fire, smake, or suspected criminal activity or other emergency involving imminent harm. You should then contact our representative. Unless otherwise provided by law, we're not liable to you are any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. We're not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security. If we provide any accounted of devices or security measures upon the property, they are not a guarantee to prevent crime or to reduce the risk of crime on the property. You agree that no access control or security measures can eliminate all crime and that you will not rely upon any provided access control or security. that no access control or security measures can etiminate all crime and that you will not rely upon any provided access control or security measures as a warranty or guarantse of any kind. We're not responsible for obtaining criminal-history chocks on any residents, occupants, guests, or contractors in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You must also furnish us with the law-enforcement agency's incident report number around accessed. number upon request.

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

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

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

not constitute a written request from you.

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

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

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

If you or any guest or occupant violates animal content of the support and/or service.

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

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

- 27. WHEN WE MAY ENTER. If you or any guest or occupant is present, writer two sins are en. If you or any guest or occupant is present, then repairers, servicers, contractors, our representatives or other persons listed in (2) below may peacefully enter the apartment at reasonable times for the purposes listed in (2) below. If nobody is in the apartment, such persons may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means when necessary in empresenting if energencies) if:

 - (1) written notice of the entry is left in a conspicuous place in the apartment immediately after the entry; and (2) entry is for: responding to your request; making repairs or re-placements; estimating repair or rehubshing costs; performing post control; doing preventive maintenance; changing litters; testing or replacing smoke-detector batteries; retrieving unreturned tools, equipment, or appliances; preventing waste of utilities; leaving notices; delivering, installing, reconnecting, or replacing appliances.

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

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

1 Replacements

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

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

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

Responsibilities of Owner and Resident

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

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

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

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

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

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

Holdover. You are NAL Career's Statutes.

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

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

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

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

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

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

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

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must be signed.

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

Consent to Subcitation. You have be consensity authorized or an expensive mathematics of the country where the apartment is located.

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

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

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

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

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

When Moving Out

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

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

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

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

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

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

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

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

Dan William © 2017, National Apartment Association, Inc. - 10/2017, North Carolina

Page 5 of 6

	<u></u>
Severability, Originals and	Attachments, and Signatures
41. SEVERABILITY. If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Lease Contract. The court shall interpret the lease and provisions howin in a manner such as to uphold the valid portions of this Lease Contract while preserving.	Resident ar Residents (all sign below) Das L. Aftic-
as to uphilat the value parties. 42. ORIGINALS AND ATTACHMENTS. This Lease Contract has been executed in multiple originals, with original signatures. We will provide you with a copy of the Lease Contract. Your capy of the Lease Contract may be in paper format, in an electronic format at your request, or sent via e-mail if we have communicated by e-mail about this Lease. Our rules and community policies, if any, will be attached to the Lease Contract and provided to you at signing. When an inventory and Condition form is completed, you should retain a copy, and we should retain a copy. Any addenda or amendments you sign as a part of executing this Lease Contract are binding and hereby incorporated into and made part of the Lease Contract between you and us. This hase is the entire agreement between you and us. You acknowledge that you are NOT relying on any oral representations.	Owner or Owner's Representative (signing on behalf of stoner) [6]: Cave. Address and phone number of owner's representative for notice purposes 1000 Roathmoor Lane Cary, NC 27513 [919] 677-7887 Name and address of locator service (if applicable)
You are legally bound by this document. Read it carefully before signing.	Date form is filled out (same as on top of page 1)03/01/2018
SPECIAL PROVISIONS (CONTINUED FROM PAGE 2) Notwithsta the parties DO NOT waive any of their rights e \$100.00 per change. "Your rest, utility (as fur addende attached to the Agreement) and peat/trapiling ("Resident Canabill"). These charges wi indicated on the Resident Canabill. A rest serv statement. This fee is related to rest billing rest service fee does not include the Utility sensor. The rest service fee may be changed or Residents. Fous for water, sewer and trash bil addendum attached hereto." If this Lease Contrast least a 30 day written notice of terminatic either party as required by par. 36.	f subrogation. Recommate add/deletion changes riber described in the applicable utility sah/etc. charges may be combined in one 11 be payable to Owner on or before the data ice fee of \$1.71 will appear on each monthly services and related operational fees. The Commission approved billing fee for water and increased at any time with a 30 day notice to ling are disclosed on the Utility and Services act has automatically renewed month to month

PLAINTIFF'S EXHIBIT

1/9/2018

Dan Williams, #1114

Re: Late Rental Payment

To all Resident(s) in possession:

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

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

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

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

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

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

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

Respectfully,

Brandi Cole

- Assistant Community Manager

SMIMALY CONTROLL & STANDARD & STA



Cary Reserve at Weston 1000 Heathmoor Lane

Cary, NC27513

Date: 4/6/2018

To: Dan Williams

1114 Millhous Dr.

Cary, NC 27513

Re: Notice of Default

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

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

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

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

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

Sincerely,

Keli Cave Community Manager

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

cc: resident's file

NOTE: This is an attempt to collect a debt.

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



Cary Reserve at Weston

1000 Heathmoor Lane, Cary, NC 57513

www.CaryReserveAtWeston.com

January 12, 2018

Re: Court Filing for Non-Payment

Apt: 1114

Dear Dan Williams,

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

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

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

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

Respectfully,

Brandi Cole, Assistant Community Manager

Cary Reserve at Weston

PLAINTIFF'S EXHIBIT

Case 5:18-cv-00516-FL Document 1:1_Filed 10/30/18_Page by or 75



Date:

4/12/2018

From:

Brandi Cole, Assistant Community Manager / Agent for Owner

Cary Reserve at Weston 1000 Heathmoor Lane Cary, NC 27513

919.677.7887

To:

Dan Williams 1114 Millhous Drive Cary, NC 37513

Apt: 1114

Dear Dan Williams.

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

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

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

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

Sincerely,

Brandi Cole.

Assistant Community Manager / Agent for Owner

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

CARY RESERVE AT WESTON
PH 919.677.7887 | FAX 919.677.9486
1000 Heathmoor Lane
Cary, NC 27513





Cary Reserve at Weston

NOTICE OF COURT DATE

Date: 4/13/2018

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

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

To.

Dan Williams 1114 Millhous Dr. Cary, NC 27513

To all Resident(s) in possession, including:

Dan Williams,

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

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

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

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

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

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

Sincerely.

Brandi Colé, Assistant Community Manager/Agent for Owner

Cary Reserve at Weston

PLAINTIFF'S. EXHIBIT

Date: 5/22/2018

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

在30下82世纪 14. 5. 60. 17. 17. 17. 17. 1	内。这些是是是这个,不可能是是这个世界的人,但是不是一种的人的。	《公安班》	新了了。他的CTCS。2世的之		M.St. 1752 ' 50. "
. · · · · · · · · · · · · · · · · · · ·	Description	Charge :	Payment	Balance	Chg/Rec
02/28/2017		建设,是数型设置	839.93	(839.93)	41773
03/01/2017	Rent - MF (03/2017)	822.00	AL CARLES	5 (17.93)	761399
03/01/2017	Storm Water Fee (03/2017)	2.00	第27年代表现	(15.93)	76185
A+03/01/2017	Trash Pick Up (03/2017) 7 - 0	* - 416.00	37	0.07	76185 6
03/01/2017-	Admin Fee Submeter Water (12/24/2016 - 1/22/2017)	些级生产3.75	30%和20%的	3.82	76573
© 03/01/2017,	Rent Service Fee (12/24/2016 - 1/22/2017)	1.62	AND THE PARTY OF	5.44	765738
03/01/2017	Admin Fee Submeter Water (12/24/2016 - 1/22/2017)	. 上海 医 (6.48	了。 她们也没有	温泉水 患11:92	76573
03/01/2017	Submeter Water (12/24/2016 - 1/22/2017)	7.91	Talam 18 . Cal	19.83	765740
03/01/2017	Submeter : Water (12/24/2016 - 1/22/2017)	10.32		30.15	76574
603/01/2017	Rent Service Fee Credit (03/01/2017)	(0.07)	Car Jean		78030
04/01/2017	Admin Fee Submeter Water (1/23/2017 - 2/21/2017)	10.23	可以的問題時代	40.31	79087
04/01/2017	Rent Service Fee (1/23/2017 - 2/21/2017) 💥 💢		<u> </u>	41.93	Page 79123
04/01/2017	Sübmeter Water (1/23/2017 - 2/21/2017)	13.58	经中国		79158
4 04/01/2017	Rent MF (04/2017)	822.00	N. J. J. J. J. J.		80521
04/01/2017	Storm Water Fee (04/2017)	2.00	學。「以為此學	879.51	80569
连04/01/2017 兴	Trash Pick Up (04/2017)		Pine L. I. Sec.	895.51	80569
04/05/2017	chke :ACH-WEB Online Payment - EFT Payment	新疆。西 ,等	73.51	822.00	43487
04/05/2017	Late Charges MF, 5% of \$822.00	Mars 41:10	AS. E. SO	863.10	B1123
04/20/2017	dhk# 14759098 Credit Card One Time Payment) Web- Resident Services	为学者是	1,105.20	(242.10)	43939
№ 05/01/2017	Admin Fee Submeter Water (2/22/2017 - 3/23/2017)	10:23	i speed and	(231.87)	82525
©05/01/2017	Rent Service Fee (2/22/2017, 3/23/2017)	1.62	CT 123 EN 194	(230.25)	## # 82S62
©05/01/2017 §	Submeter: Water (2/22/2017: 3/23/2017)	713.20	11 - 12 - 12 - 12 - 12 - 12 - 12 - 12 -	(217.05)	62599
× 05/01/2017	Rent MF (05/2017)	822.00	NEW ASSESSED.	604.95	84047
05/01/2017	Storm Water Fee (05/2017)	<u> </u>	নুম	606.95	<i>3.</i> _ ⊇84095
=05/01/2017_	Trach Pick Up (05/2017)	编 16.00		622.95	84095
05/02/2017	Eviction - Attorney/Legal Fees	7201.00			81371
05/02/2017	5% Complaint Filing Fee	41.10		865.05	81372
05/05/2017	chk# :ACH:WEB Online Payment: EFT Payment:	الله والله المساحد م	□ □ □ 822.00	43.05	45852
毫06/01/2017等	Rent MF (06/2017)	822:00	国第一部中央	865.05	93576
05/01/2017	Storm Water Fee (05/2017)	<u> 2.00</u>		867.05	93622
06/01/2017	Trash Pick Up (06/2017)	李雅]- 与16.00			93622
© 06/01/2017. ₫	Admin Fee Submeter Water (3/24/2017 - 4/22/2017)	10.23	CC		
-06/01/2017	Rent Service Fee (3/24/2017: 4/22/2017)	1.62		894.90	
-06/01/2017	Submeter - Water (3/24/2017: 4/22/2017)"	10.83	120	905.73	
06/06/2017	Late Charges: MF, 5% of \$822.00	文章(E-41:10	然然不是严禁	945.83	97440
06/10/2017	chk# 16056252 Credit Card One Time Payment; Web = Resident Services;		946.83	0.00	49872
		1	A Street, Street, or only 100 Street, or or or	The state of the s	25.5

Date: 5/22/2018

City

Releigh, NC 27613

Code <u>10070527</u> Property <u>p91458</u>

Name Randi Milroy Unit <u>1400K</u>

Address 1400 K Lake Front Drive Status Current

Rent 838.00 Move Out

(585) 969-0379

Phone (H)

Payment 946.83 Description Charge Balance Chg/Rec 06/10/2017 0.00 498728 Resident Services; 10.23 07/01/2017 Admin Fee Submeter Water (4/23/2017 - 5/22/2017) 10.23 1004521 Rent Service Fee (4/23/2017 - 5/22/2017) 1.62 11.85 1004887 07/01/2017 07/01/2017 Submeter - Water (4/23/2017 - 5/22/2017) 11.90 23.75 1005252 Rent - MF (07/2017) 822.00 845.75 1065579 07/01/2017 2.00 847.75 07/01/2017 Storm Water Fee (07/2017) 1066046 07/01/2017 Trash Pick Up (07/2017) 16.00 863.75 1065047 chk#::ACH-WEB Online Payment - EFT Payment. 863.75 0.00 542989 07/05/2017: * 08/01/2017 Admin Fee Submeter Water (5/23/2017 - 6/21/2017) 10.23 10.23 1157749 Rent Service Fee (5/23/2017 - 6/21/2017) 1.62 11.85 1158107 06/01/2017 12.59 24,44 08/01/2017 Submeter - Water (5/23/2017 - 6/21/2017) 1158465 846.44 08/01/2017 Rent - MF (08/2017) 822.00 1241551 2.00 848.44 Storm Water Fee (08/2017) <u> 1242079</u> 08/01/2017 16.00 864.44 1242080 08/01/2017 Trach Pick Up (06/2017) 41.10 905.54 1322042 08/06/2017 Late Charges - MF, 5% of \$822.00 08/14/2017 chk# 40176265869930 :CHECKscan Payment 405.54 500.00 <u>633587</u> 500.00 0.00 08/14/2017 chk# 40176265869921 : CHECKscan Payment 633588 10.23 Admin Service Fee (6/22/2017 - 7/21/2017) 10.23 1392745 09/01/2017 1.62 11.85 09/01/2017 Rent Service Fee (6/22/2017 - 7/21/2017) <u> 1393118</u> 10.07 21.92 09/01/2017 Water/Sewer (6/22/2017 - 7/21/2017) 1393491 822.00 843.92 1511165 09/01/2017 Rent - MF (09/2017) 845.92 09/01/2017 Storm Water Fee (09/2017) 2.00 1511658 861.92 09/01/2017 Trash Pick Up (09/2017) 16.00 1511659 903.02 41.10 <u> 1569529</u> 09/06/2017 Late Charges - MF, 5% of \$822.00 Eviction Filing - September 2017 201.00 1,104.02 <u> 1597269</u> 09/15/2017 41.10 1.145.12 1597270 09/15/2017 Eviction Filing Fee - September 2017 500.00 645.12 <u>732225</u> chk# 40175868651033 : CHECKscan Payment 09/18/2017 chk# 40175868651042 : CHECKscan Payment 500.00 145.12 732226 09/18/2017 145.12 0.00 732227 09/18/2017 chk# 40175868651051 :CHECKscan Payment Admin Service Fee (7/22/2017 - 8/20/2017) 10.44 10.44 1646214 10/01/2017 1.62 12.06 1<u>646608</u> 10/01/2017 Rent Service Fee (7/22/2017 - 8/20/2017) 24.39 Water/Sewer (7/22/2017 - 8/20/2017) 12.33 1647002 10/01/2017 846.39 822.00 1788043 10/01/2017 Rent - MF (10/2017) 2.00 848.39 1788526 10/01/2017 Storm Water Fee (10/2017) 864.39 10/01/2017 Trash Pick Up (10/2017) 16.00 <u> 1788527</u> 905.49 1848203 10/06/2017 Late Charges #MF, 5% of \$822.00 41.10 905.49 0.00 830430 chk# 00026572 : CHECKscan Payment 10/12/2017 10.44 Admin Service Fee (8/21/2017 - 9/19/2017) 10.44 1932205 11/01/2017

Lease From

Lease To

Move In

Phone (W)

11/22/2017

11/21/2018

11/22/2016

Code	10020627	Property	<u>091450</u>	Lease From	11/22/2017
Name	Randi Hirry	Unit	1400K	Lease To	11/21/2018
Address	1409 K Lake Front Drive	Status	Current	Move In	11/22/2016
		Rent	838.00	Hove Out	
City	Reliable NC 27613	Phone (H)	(585) 969-0379	Phone (W)	•

Dies.	Crice 00028572 : CHECKSCHI Payment	Charge	Payment 905.49	Bulanca U.uu	Chg/Nac 530430
11/01/2017	Admin Service Fee (6/21/2017 - 9/19/2017)	10.44		10.44	1932205
11/01/2017	Rent Service Fee (8/21/2017 - 9/19/2017)	1.62		12.06	1932591
11/01/2017	Water/Sever (8/21/2017 - 9/19/2017)	11.91		23.37	1932976
11/01/2017	Rent - MF (11/2017)	822.00		845.37	2091216
11/01/2017	Storm Water Fee (11/2017)	2.00	· .	847.37	2091698
11/01/2017	Trach Pick Up (11/2017)	16.00		863.37	2091699
11/06/2017	Listo Chargies - 147, 5% of \$822.00	41.10		904.47	2169040
11/11/2017	chk# 40176628038021 : CHECKscan Payment		500.00	404.47	954742
11/11/2017	chk# 40176628038030 : CHECKscan Payment		404,47	0.00	954743
12/01/2017	Admin Service Fee (9/20/2017 - 10/19/2017)	10.44		10.44	2251417
12/01/2017	Rent Service Fee (9/20/2017 - 10/19/2017)	1.62		12.06	2252636
12/01/2017	Water/Sewer (9/20/2017 - 10/19/2017)	17.66		29.72	2253450
12/01/2017	Part #F (12/2017)	838.00		867.72	2429391
12/01/2017	Storm Water Fee (12/2017)	2.00		869.72	2429884
12/01/2017	Trach Plak Up (12/2017)	16.00		885.72	2429045
12/02/2017	chik# :ACH-WEB Online Payment - EFT Payment.		838.00	47.72	1021108
01/01/2018	Admin Service Fee (10/20/2017 - 11/18/2017)"	10.44	May have have been the	58.15	2611626
01/01/2018	Rent Service Fee (10/20/2017 - 11/18/2017)	1.62		59.78	2613219
01/01/2018	Water/Samer (10/20/2017 - 11/18/2017)	14.68	Albert Bereit	74.45	2614034
01/01/2018	Rent - MF (01/2018)	838.00		912.46	2699128
OUNTAIN.	Storin Matair Fair (01/2018):	- 2.00	And the Angles of the	914.46	2699787
01/01/2018	Trash Pick Up (01/2018)	16.00		930.46	2699788
	1204 Charges - 147, 576 of \$838.00	41.90		972.36	2787639
01/17/2018	chk# 40176931933767 :CHECKscan Payment		472.36	500.00	1259187
01/17/2012	dikir 40178931933768 (CHECKson Payment		500.00	0.00	1259169
02/01/2018	Admin Service Fee (11/19/2017 - 12/18/2017)	10.44		10.44	2891760
02/01/2018	Rept Service Fee (11/19/2017 - 12/18/2017)	1.62		12.06	2192153
02/01/2018	Water/Sewer (11/19/2017 - 12/18/2017)	11.38		23,44	<u> 2892546</u>
02/01/2018	Rent - NF (02/2018)	838.00	•	861.44	3054405
02/01/2018	Storm Water Fee (02/2018)	2.00		863.44	<u>3064888</u>
.02/01/2018	Trad Pick Up (02/2018)	16.00		879.44	3054200
02/06/2018	Late Charges - HF, 5% of \$838.00	41.90		921.34	3106153
02/13/2016	chice 40176931937646 : CHECkscan Payment	1 1	421.34	500.00	1378173
02/13/2018	chk# 40176931937637 : CHECKscan Payment	<u>_</u>	500.00	0.00	1378235
09/01/2018	Admin Service Fee (12/19/2017 - 1/17/2018)	10.44		10.44	3190157
03/01/2018	Rent Service Fee (12/19/2017 - 1/17/2018)	1.62		12.06	3190540
03/01/2018	Visiter/Servic (12/19/2017 - 1/17/2015)	13.50		25,56	3190922
<u> </u>	Teach Girls 1 to (03/2018)	16.00		A1_56	3364930

 Code
 10020827
 Property
 p91458
 Lease From
 11/22/2017

 Name
 Randi Mility
 Unit
 1400K
 Lease To
 11/21/2018

 Address
 1400 K Lake Fruit Drive
 Status
 Current
 Move In
 11/22/2016

 City
 Raleigh, 9G 27613
 Phone (H)
 (585) 969-0379
 Phone (W)

Duta	Description Description	Charge	Payment	Selance	.Chg/Rec
10/12/2017			303.49	0.00	BARAN
11/01/2017	Admin Service Fee (8/21/2017 - 9/19/2017)	10.44	·	10.44	1932205
11/01/2017	Rent Service Fee (8/21/2017 - 9/19/2017)	1.62		12.06	1932591
11/01/2017	Weter/Squar (8/21/2017 - 9/19/2017)		· ·	23.37	1932976
11/01/2017	Rent - MF (11/2017)	822.00		845.37	2091216
11/01/2017	Strim Water Fee (11/2017)		Printer of	847.37	<u>2091698</u>
11/01/2017	Trash Pick Up (11/2017)	16.00		863.37	2091699
11/05/2017	Late Charges - NF, 5% of \$822.00	41.10		904.47	2169040
11/11/2017	chk# 40176628038021 : CHECKscan Payment		500.00	404.47	95474 2
11/11/2017	chic# 40176625038030 : CHECKscan Payment		404.47	0.00	954743
12/01/2017	Admin Service Fee (9/20/2017 - 10/19/2017)	10.44		10.44	2251417
12/01/2017	Next Service Fee (9/20/2017 - 10/19/2017)	1.62		12.06	2252636
12/01/2017	Water/Sever (9/20/2017 - 10/19/2017)	17,66		29.72	2253450
12/01/2017	Rant = 14F (12/2017)	838.00		867,72	7429391
12/01/2017	Storm Water Fee (12/2017)	2.00		869.72	2429884
12/01/2017	Trush Risk Up (12/2017)	16.00	1 11	885.72	2429885
12/02/2017	dik# :ACH-WEB Online Psyment - EFT Psyment.		838.00	47.72	1021108
01/01/2018	Admin Service Fee (10/20/2017 - 11/18/2017)	10.44	m ² ge v při s s	58:16	2611626
01/01/2018	Rant Service Fee (10/20/2017 - 11/18/2017)	1.62	·	59.78	<u> 2613219</u>
01/01/2018	Webs/Sower (10/20/2017 - 11/18/2017)	14.68	general section of the section of th	.74.45	2614034
01/01/2018	Rent - MF (01/2018)	838.00		912.46	2699128
01/01/2018	Storm Wetter Fine (01/2018)	2.00		914.46	2699787
01/01/2018	Trash Pick Up (01/2018)	16.00		930.46	2699788
01/06/2018	Little Charges - 14F, 5% of \$138.00	41.90		972.36	2787639
01/17/2018	dik# 40176931933767 : CHECKscan Payment	·	472.36	500.00	1259187
01/17/2018	dik# 40176931933758 (CHECKsoan Payment		500.00	0.00	1259180
02/01/2018	Admin Service Fee (11/19/2017 - 12/18/2017)	10.44		10.44	2891760
02/01/2018	Rent Service Fee (11/19/2017 - 12/18/2017)	:1.62		12.06	2892153
02/01/2018	Water/Sewer (11/19/2017 - 12/18/2017)	11.36		23,44	2892546
	Rank - NF (02/2018)	838.00		861.44	3054405
02/01/2018	Storm Water Fee (02/2018)	2.00		663.44	3064888
02/01/2018	Tradit Pick Up (02/2018)	16.00		879.44	3054889
02/06/2018	Late Charges - MF, 5% of \$838.00	41.90		921.34	3106153
02/15/2018	chica 40178931937646 :CHECkscen Payment		421.34	500.00	1378175
02/13/2018	chk# 40176931937637 :CHECKecan Payment		500.00	0.00	1378235
03/01/2018	Admin Service Fee (12/19/2017 - 1/17/2018)	10.44		10.44	3190152
03/01/2018	Rent Service Fee (12/19/2017 - 1/17/2018)	1.62		12.06	3190540
03/01/2018	Weter/Serier (12/19/2017 - 1/17/2018)	13.50		25.56	3190925
03/01/2018	Track Birls 11n (03/2018)	15.00		A1 56	3364930

03/01/2018	Trash Pick Up (03/2018)	16.00		41.56	3364839
03/01/2018	Rent - MF (03/2018)	838.00		879.56	3364840
03/01/2018	Storm Water Fee (03/2018)	2.00		881.56	3364841
03/06/2018	Late Charges - MF, 5% of \$838.00	41.90		923.46	3399291
03/13/2018	chk# 40172678299695 : CHECKscan Payment		423,46	500.00	1490164
03/13/2018	chk# 40172678299686 :CHECKscan Payment		500.00	0.00	1490165
04/01/2018	Trash Pick Up (04/2016)	16.00		16.00	3565620
04/01/2018	Rent - MF (04/2018)	838.00		854,00	3565621
04/01/2018	Storm Water Fee (04/2018)	3.31		857.31	3565622
04/01/2018	Admin Service Fee (1/18/2018 - 2/16/2018)	10.44	8 .	867.75	3595112
04/01/2018	Rent Service Fee (1/18/2018 - 2/16/2018)	1.62		869.37	3595490
04/01/2018	Water/Sewer (1/18/2018 - 2/16/2018)	16.25		885.62	3595868
04/06/2018	Late Charges - MF, 5% of \$838.00	41.90		927.52	3707728
04/09/2018	chk# 24677960 Credit Card On-Line Payment; Web - Resident Services "		927.52	0.00	1609467
05/01/2018	Trash Pick Up (05/2018)	16.00		16.00	3864795
05/01/2018	Rent - MF (05/2018)	838.00		854.00	3864796
05/01/2018	Storm Water Fee (05/2018)	3.31		857.31	3864797
05/01/2018	Admin Service Fee (2/17/2018 - 3/18/2018)	10.44		867.75	3963318
05/01/2018	Rent Service Fee (2/17/2018 - 3/18/2018)	1.62		869.37	3963698
05/01/2018	Water/Sewer (2/17/2018 - 3/19/2018)	12.79		882.16	3964072
05/03/2018	chk+: ACH-WEB Online Payment - EFT Payment. Web - Resident Services		900.00	(17.84)	1701605

Resident Ledger

Feet Statement

Dan Williams 1114 Millhous Dr. Cary, NC 27513

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

			<u> </u>	
Date	Description	Charges	Payments	Balance
1:	Salance forward	0.00	0.00	0.00
12/18/17	:QuickTrans - :Posted by QuickTrans	0.00	99.00	(99.00)
12/18/17	:Posted by QuickTrans (deposit)	.99.00	0.00	0.00
12/18/17	Conversion Balance - RENT	1.195.00	0.00	1,195.00
12/18/17	Conversion Balance - LATEFEE	59.75	0.00	1,254.75
12/18/17	Conversion Balance - PETRENT	15.00	0.00	1,269,75
12/18/17	Conversion Balance - PEST	, 2.00	0.00	1,271.75
12/18/17	Conversion Balance - TRASH	16.00	0.00	1,287.75
12/18/17	Conversion Balance - UTILITY DMIN 2	0.24	0.00	1,287.99
12/18/17	Conversion Balance - WATER/RESIDENT	:42.68	0.00	
12/18/17	Conversion Balance - GARAGE	75.00	0.00	1,330.67
12/18/17	Conversion Balance - MTM	00 00		1,405.67
01/01/18	Pet Rent (01/2018)	15.00	0.00	1,705,67
01/01/18	Garage Parking Charges (01/2018)	75.00	0.00	1,720.67
01/01/18	Rent - MF (01/2018)	300.00	0.00	1,795,67
01/01/18	Rent - MF (01/2018)	1,195,00		2,095.67
01/01/18	Pest Control - 10/25/17-11/25/17		0.00	13,290.67
01/01/18	Service Fee - 01/01/18-01/31/1	2.00	0.00	3,292.67
01/01/18	- Sewer - 10/25/17-11/25/17	0.74 27-11	0.00	3,292.91
01/01/18	Trash - 10/25/17-11/25/17		0.00	, 3,320.02
01/01/18	Water - 10/25/17-11/25/17	16.00	0.00	3,336.02
+ 0N0N18	Water Admin Fee - 10/25/17-11/25/17	14.20	0.00	3,350.22
01/01/18	" Water/Sewer Base - 10/25/17-11/25/17		0.00	3,353.97
01/06/1B	Late Charges - MF, 5% of \$1490,00 : Reversed by O	2.86	0.00	3,356.83
01/00/19	2796101	harge Ctrl# .74.75 >	0.00	3,431.58
01/08/18:	:Reverse Charge Ctrl#2786877	(74.75)	0.00	3,356.83
01/11/18	Late Fee	74.75	0.00	
01/30/18 -	Jan Non Payment Court Filing Fee	191.00 🗶		3,431.58
02/01/18	Pest Control - 11/25/17-12/25/17	2.00	0.00	3,622.58
02/01/18	5ervice Fee - 02/01/18-02/28/18		0.00	,3,624.58
02/01/18	Sewer - 11/25/17-12/25/17 -	- 0.24	0.00	3,624.82
02/01/18	Trash - 11/25/17-12/25/17	en ten spiliplication 17.97 val	0.00	3,642.79
02/01/18	Water - 11/25/17-12/25/17	16.00	0.00	3,658.79
02/01/18	Water Admin Fee - 11/25/17-12/25/17	9.42	0.00	3,568.21
02/01/18	* Water/Sewer Base - 11/25/17-12/25/17	3.75	0.00	3,671.96
02/01/18	Pet Rent (02/2018)		0.00	3,674.82
02/07/18	Garage Parking Charges (02/2018)	15.00	0.00)	3,689.82
02/01/18	Rent - MF (02/2018)	75.00	0.00	3,764.82
02/01/18		300.00	0.00	4,064.82
02/04/18	Rent - MF (02/2018). Jan Court Filing Fee	1,195.00	0.00	5,259.82
		74.75 -	0.00	5,334.57
02/05/18	Late Charges - MF, 5% of \$1495 00	74.75	0.00	5,409.32
03/01/18	Chk# 6742502126 -: CHECKscan Payment	0.00	5,409.32	0.00
03/01/18	Water/Sewer (12/26/2017 - 1/25/2018) Pest Control Fees (12/26/2017 1/25/2018)	24.53	0.00	24,53
i minnya	Pest Control Fees (12/26/2017 /25/2018)	2.00 1	0.00	26.53
Resident Ledger	PLAINTIFF'S	•		I Of 2

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Resident Ledger

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

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

Resident Ledger

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		- <u> </u>
STATE OF NORTH CARO	INA	FILENO
WAKE C	nuth	In The General Court Of Justice District Court Division - Small Claims
Plaintif(s) Hudson Capital Weston LLC		MAGISTRATE SUMMONS
dba Cary Reserve at Weston		ALIAS AND PLURIES SUMMONS (ASSESS FEE)
THE THE PLANT VERSUS AND	gr	G.S. 1A-1, Rule 4; 7A-217, -232
Dan Williams	1	Dato Original Summons Issued
		Dote(a) Subsequent Summens(es) Issued
	S t	
To		TO
Name And Address Of Defendant 1	4. 4. 4. 4. 4. 4. 4. 4. 4. 4. 4. 4. 4. 4	Name And Address Of Defendant 2
Dan Williams	<u> </u>	The state of the s
1114 Millhous Dr.		•
Apt 1114		<u>[</u>]
CARY -	NC 27513	And the same and t
A Small Cl	im Action Has Be	en Commenced Against Youl
	(
You are notified to appear before the r	ragistrate at the specifi	ed date, time, and location of trial listed below. You will have
the opportunity at the trial to defend yo	urself against the claim	stated in the attached complaint.
		The state of the s
You may file a written answer, making	defense to the claim, in	the office of the Clerk of Superior Court at any time before aintiff must prove the claim before the magistrate.
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ali Ny paositra dia mandritra ny kaominina dia amin'ny faritra dia mandritra dia mandritra dia mandritra dia mandri	فالمناف المناف	magistrate may enter a judgment against you.
Dam Of Triel		Location Of Court
2/16/2018 -1		316 Fayetteville Street, Raleigh, NC; 3rd Floor
Namo Arid Address Of Plaintiff Or Plaintiff's Attorney Hudson Capital Weston LLC d/b/a Cary R	senie at Weston	Date issued
sassii sakimi Mesimi ere ainu e eli M	morar na sanimus	31-18
1000 Heathmoor Ln	į.	
<u>]</u>	! L _=-:-	Deputicisc Adulation CSC Chart Of Suporior Court
Cary	<u>C - 27513</u>	Totalitano Thumana cao Dicana canhuna cent
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	3CV002019	07475 05 11075	11.04.001 INIA			
·		STATE OF NORT	H CAROLINA	In The General Co	urt Of Justice	
INSUMMARY EJECTMENT		WAKE	County	In The General Court Of Justice District Court Division-Small Claims		
		1. The defendant is a re-	sident of the county named above	ve.		
Na Achmillia	CATA HAWIA!	2. The defendant entere	d into possession of premises d	escribed below as a lessee of plai	ntiff.	
· · · · · · · · · · · · · · · · · · ·	16, 7A-232; Ch. 42, Art. 3 and 7	Description Of Premises (Include Loc 1114 Millhous Dr., Apt 1114,CA			Conventional Public Housing	
ume And Address Of Plumof Ludson Capital Weston LI	_C	Rate Of Rent (tenant's share) M	Ionita Dato Rent Due	Date Lease or Possession Terminated	Section 6 Type Of Lease	
iba Cary Reserve at West	loo.	\$ 1155.00 Per 🗍 W			Orei 🗵 Wille	
1000 Heathmoor Ln	ion		ed to pay the rent due on the abo day grace period before filing the	eve date and the plaintiff made der e complaint.	mand for the rent	
Cary	NC 27513	☐ The lease period e	nded on the above date and the	defendant is holding over after the	e end of the lease	
ounty	Telephone No.	period.		-		
VAKE	(919)677-7887		ached the condition of the lease	described below for which re-entry	v is specified.	
VER	SUS Corporation	1 —			_	
	Si waynes. Cl corbonou	Criminal activity or other activity has occurred in violation of G.S. 42-63 as specified below. Description of Breach/Criminal Activity (give names, dates, places and linguit activity)				
Dan Williams 1114 Millhous Dr.		Failure to pay monthly	rent when due/in full, from t	he date above through the he	aring date.	
Apt 1114						
CARY	NC 27513			es from the defendant, who has re	fused to surrend	
WAKE	- Capacita No.	, , , , , , , , , , , , , , , , , , , ,	intitled to immediate possession		_	
lame And Address Of Defendant 2	(andividual Corporation			im for rents or damages and is seek any monetary damages in a s		
		Description Of Any Property Damage	· · · · · · · · · · · · · · · · · · ·			
		Amount Of Demage (If Known)	Amount of Rent Unpeld	Total Amount Due	- 	
		\$ CLAIMS RESERVE	D\$ 2,310.0	0 S POSSE	SSION ONLY	
aunty	Telephone No.	6. Plaintiff therefore requ	ests to be put in possession of t	he Premises.		
arne And Address Of Plaintiff's Attor	neu Or Aran)		Di PielnSNAttomey/Agent (Type Or Print)	Signature Of Plaintit/Attorney//		
Shanae Auguste		<u> </u>	ae Auguste	shance (
Loebsack & Browniee, PLLC		CERTIFI	CATION WHEN COMPLAINT S	IGNED BY AGENT OF PLAINTIF	r	
P.O. Box 78058		I certify that I am an age	nt of the plaintiff and have actua	al knowledge of the facts alleged in	n this Complaint.	
Charlotte	NC 28271	Date Numb	Of Agent (Type Or Print)	Signature Of Agent		

a sa man appear of		
STATE OF NORTH CAR	ROLINA	Filo No.
WAKE	County	In The General Court of Justice District Court Division - Small Claims
Pleinliff(s)		
Hudson Capital Weston LLC		MAGISTRATE SUMMONS
dba Cary Reserve at Weston		ALIAS AND PLURIES SUMMONS (ASSESS FEE)
VERSUS		G.S. 1A-1, Rulo 4; 7A-217, -23;
Defendant(s) Dan Williams		Date Original Summona issued
		Dato(s) Subsequent Summons(os) Issued
го		то
Yame And Address Of Defendant 1 Dan Williams	1	Name And Address Of Defendant 2
1114 Millhous Drive		
Apt 1114 CARY	100 0757	
	NC 27513	
	ne magistrate at the specifi	een Commenced Against You!
the time set for trial. Whether or no	t you file an answer, the pl	n the office of the Clerk of Superior Court at any time before aintiff must prove the claim before the magistrate. magistrate may enter a judgment against you.
Date Of Trial 17mm	o Of Trial	Location Of Court
3/27/2018 Name And Address Of Plaintiff or Pietrioffs Attende Hudson Capital Weston LLC d/b/a Car	1:30 AM PM	316 Fayetteville Street, Raleigh, NC: 3rd Floor
Hudson Capital Weston LLC d/b/a Car	y Reserve al Woston	3-161-18 Signatura
1000 Heathmoor Ln		<i>W</i>
Cary	NC 27513	Doputy CSC Assistant CSC Clark Of Superior Coun
	(0	ever)
AOC-GVM-100, Rev. 10/14 © 2014 Administrative Office of the Courts		PLAINTIERS EXHIBIT

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7	STATE OF NORTH CAROLINA						
COMP	WAK	Œ	County	In The General Court Of Justice District Court Division-Small Claims			
COMPLAINT IN SUMMARY EJECTMENT		The defendant is a resident of the county named above.					
	2. The defendant	entered int	o possession of premises d	escribed below as a lessee of plai	intiff.		
G.S. 7A-	Description Of Premises (Inc. 1114 Millihous Drive, Ap	★ Conventional Public Housing Section 8					
ime And Address Of Plaintiff ludson Capital Weston L	Rate Of Rent (tenant's share			Dale Lease or Possession Terminated	Type Of Loase		
ba Cary Reserve at Wes	ston	\$ 1195.00 pt		03/01/2018		Orei 🗵 Writter	
000 Heathmoor Ln		3. The defendant failed to pay the rent due on the above date and the plaintiff made demand for the rent and walted the 10-day grace period before filling the complaint.					
Cary Duniy	The lease period ended on the above date and the defendant is holding over after the end of the lease period.						
/AKE VEF	(919)677-7887 RSUS	▼ The defendant breached the condition of the lease described below for which re-entry is specified.					
me And Address Of Defendent 1	k individual Corporation				plation of G.S. 42-63 as specified	below.	
Dan Williams 1114 Millhous Drive		Description Of Breach/Criminal Activity (give names, dates, places and illegal activity) Failure to pay monthly rent when due/in full, from the date above through the hearing date.					
			,		•	J	
Apt 1114	NC 27513	A The eleleliff has					
Apt 1114 CARY Dunity	NC 27513		demande		es from the defendant, who has re		
Apt 1114 CARY Dunity VAKE	Tolephane No.	it, and the plain	demande	ed possession of the premise ed to immediate possession	es from the defendant, who has re	elused la surrenda	
Apt 1114 CARY Ounty VAKE		it, and the plain 5. Pursuant to G.S	demande tiff is entitle 3. 42-28, P	ed possession of the premise and to immediate possession clainliff hereby omits any cla	es from the defendant, who has re	elused to surrendo	
Apt 1114 CARY Dunity /AKE	Tolephane No.	it, and the plain 5. Pursuant to G.S	demande liff is entitle 6. 42-28, P only. Plai	ed possession of the premise and to immediate possession clainliff hereby omits any cla	es from the defendant, who has re i. aim for rents or damages and is so	elused to surrendo	
Apt 1114 CARY Dunity /AKE	Tolephane No.	it, and the plain 5. Pursuant to G.S of the premises Description CTAny Property Amount Of Demago (Il Yorgon)	demande tiff is entitle S. 42-28, P only. Plai Damage	d possession of the premise ed to immediate possession lainliff hereby omits any cla intiff reserves the right to se	es from the defendant, who has re i. aim for rents or damages and is so ack any monetary damages in a s	efused to surrend eeking possessio eparate civil actio	
Apt 1114 CARY Punity PAKE Inno And Address Of Defendent 2	Tolephone No. Individual Corporation	it, and the plain 5. Pursuant to G.S of the premises Description Of Any Property Amount Of Demago (If Know CLAIMS RE	demande liff is entitle 6. 42-28, P only. Plai Damage	ed possession of the premise ed to immediate possession lainliff hereby omits any cla intiff reserves the right to se Amount of Rem Unpaid	es from the defendant, who has re i. aim for rents or damages and is so ack any monetary damages in a s	elused to surrend	
Apt 1114 CARY Durity JAKE Imo And Address Of Defendent 2	Tolephane No.	it, and the plain 5. Pursuant to G.S of the premises Description Of Any Property Amount Of Demage (If Known \$ CLAIMS RE 6. Plaintiff therefore	demande diff is entitle 3. 42-28, P only. Plai Damage m) SERVED e requests	ad possession of the premise of to immediate possession claimfif hereby omits any claimfif reserves the right to se Amount of Rem Unpeld 1,195.0 to be put in possession of the control of	es from the defendant, who has relation for rents or damages and is so seek any monetary damages in a seek any monetary damages and is seek any monetary damages.	efused to surrende eeking possession eparate civil action	
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STATE OF NORTH CAR	DLINA	File No.	
WAKE	County		al Court Of Justice Vision - Small Claims
Pulntification Capital Weston LLC dba Cary Reserve at Weston		MAGISTRATE SU ALIAS AND PLURIES SUMM	· · · · · · · · · · · · · · · · · · ·
VERSUS		-	Ģ.S. 1A-1, Rulo 4; 7A-217, -232
Detendant(s) Dan Williams		Dato Original Summans Issued	
		Dato(s) Subsequent Summons(es) issued	
то		то	<u></u> .
Name And Address Of Defendant 1 Dan Williams		Name And Address Of Defendant 2	
Dan williams 1114 Millhous Drive Apt 1114			
CARY	NC 27513		
A Small (Plaim Action Has B	een Commenced Against You!	
the time set for trial. Whether or not If you fail to appear and defend agal	you file an answer, the p	In the office of the Clerk of Superior Co plaintiff must prove the claim before the e magistrate may enter a judgment aga Location or Count	magistrate.
4/25/2018	130 □AM XPM	316 Fayetteville Street, Raleigh, NC: 3rd	Floor
Name And Address Of Plaintiff Or Plaintiff's Attorney Hudson Capital Weston LLC d/b/a Cary	Reserve at Weston	Date Issued APK 1 J 2018	
1000 Heathmoor Ln		Signature	
Cary	NC 27513	Deputy CSC Assistant CSC	Clerk Of Superior Court
AOC-CVM-100, Rev. 10/14 © 2014 Administrative Office of the Courts		Over)	PLAINTIER EXHIBIT

1.

18 CV 005707

FIRE INC.			STATE OF N	IORTH CAI	ROLINA				
COMPLAINT IN SUMMARY EJECTMENT! G.S. 7A-216, 7A-232; Ch. 42, Art. 3 and 7			WAKE County In The General Court Of Justice District Court Division-Small Claims						
			1. The defendant	The defendant is a resident of the county named above.					
			2. The defendant	2. The defendant entered into possession of premises described below as a lessee of plaintiff.					
				Description Of Premises (Include Location) 1114 Millhous Drive,Apt 1114,CARY,NC 27513					
Neme And Address Of Plaintiff Hudson Capital Weston Li		•	Rete Of Rent (tenant's share		Rent Due 04/01/2018	Date Lease or	Possession Tempineted	Type Of Large Oral K Vititan	
dba Cary Reserve at Weston 1000 Heathmoor Ln			3. The defenda	nt failed to pay	the rent due on the abo period before filing the		e plaintiff made der		
Cary	NC	27513		riod ended on I	he above date and the	defendant is h	olding over after the	e end of the lease	
WAKE	(919)6	77-7887	period. IX The defends	nt breached the	condition of the lease	described belo	ow for which re-entr	v is specified.	
Name And Address Of Defendent 1	SUS E Individuel	Corporation	 		vity has occurred in vic		•	•	
Dan Williams 1114 Millhous Drive	-	- !	Description Of Breach/Crim	inal Activity (give name	en due/in full, from t	ty)			
Apt 1114		}							
CARY		27513	4. The plaintiff ha	s demanded po	ssession of the premis	es from the def	endant, who has re	fused to surrender	
County WAKE	Telephone No.	•		•	immediate possession				
Name And Address Of Defendent 2	k individual	Corporation	5. Pursuant to G. of the premises	S. 42-28, Plaint only. Plaintiff	iff hereby omits any cla reserves the right to se	alm for rents or sek eny monet:	damages and is se ary damages in a se	eking possession eparate civil action.	
			Description Of Any Property	Demege					
			Amount Of Damage (If Know	*	Amount of Rent Unpeld	<u> </u>	Total Amount Due	SSION ONLY	
County	Telephone No.		6. Plaintiff therefo	re requests to b	e put in possession of t	he Premises.			
Name And Address Of Plaintiff's Atlor	De Ameri		Dale		lomey/Agent (Type Or Print)	Sign	nature Of Plaintiff/Attorney/A	gent	
Hans Dara	usy Ur Agent	Ì	4/12/2018	Hans Dara	Marian Andrea	3			
Loebsack & Brownies, PLLC P.O. Box 78058			CERTIFICATION WHEN COMPLAINT SIGNED BY AGENT OF PLAINTIFF						
		L		plaintiff and have actus	il knowledge o	f the facts elleged in	this Complaint.		
Charlotte (919)792-1690	NC :	28271	Dete 4/12/2018	Name Of Agent (Typ	e Or Print)	S/pr	sature Of Agent		
AOC-CVM-201, As Revised by Counsel for Plaintiff				(Over)			<u>.</u>		



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

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

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

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

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

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

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

This the 23 day of March, 2018.

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

GENERAL ASSEMBLY OF NORTH CAROLINA SESSION 2017



SESSION LAW 2018-50 SENATE BILL 224

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

The General Assembly of North Carolina cnacts:

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

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

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

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

(1) Filing fees charged by the court.

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

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

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



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

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

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

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

s/ Karen Jenkins Enrolling Clerk