



# LEASE CONTRACT

CERTIFIED LEASE NORTH CAROLINA

## PARTIES AND LEASED PREMISES

<b>Owner</b> CH REALTY X-PREISS SH RALEIGH VALENTINE LLC	<b>Address</b> 3009 M.E. Valentine Dr Raleigh, NC 27607		<b>Phone</b> (919) 720-4023	
<b>Resident</b> Jesse E Tymas	<b>Address</b> 3009 M.E. Valentine Dr, Raleigh, NC 27607United States		<b>Phone</b> (919) 454-4689	
<b>Email Address</b> 19jessetymas@gmail.com				
<b>Unit</b>	<b>Floorplan</b> The Haywood Platinum		<b>Room Type</b> Private	
<b>Street Address</b>	<b>City</b>	<b>State</b>	<b>ZIP</b>	<b>County</b> Wake

## LEASE TERM

<b>Period</b> 12 Installments	<b>Start Date</b> 08/14/2025	<b>End Date</b> 07/23/2026	<b>Date Signed</b> 01/27/2025
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## RENT

Payable To CH REALTY X-PREISS SH RALEIGH VALENTINE LLC		Address 3009 M.E. Valentine Dr Raleigh, NC 27607		Phone (919) 720-4023
Rent Due On 1 <sup>st</sup>	Late On 6th	Initial Late Fee Amount 5%	Daily Late Fee \$0.00	Additional Late Fee End

## CHARGES

Animal Waste Removal	\$25.00	Unauthorized Animal	\$500.00	Lease Takeover Fee	85% of one months installment
Returned Payment	\$35.00	Unauthorized Occupant	\$500.00	Transfer Charge	\$350.00

## INSTALLMENT PAYMENTS

Rent	\$1,015.00
Employee Unit Rent Credit	-\$700.00
Tech Fee	\$15.00
Green Fee	\$15.00
Valet Trash	\$10.00
<b>TOTAL INSTALLMENT</b>	<b>\$355.00</b>

## DEPOSITS

Security Deposit	0.00
Pet Deposit	\$0.00
<b>TOTAL DEPOSIT</b>	<b>\$0.00</b>

## FEES

Pet Fee	\$0.00
Transfer Fee	\$0.00
Early Move In Fee	\$0.00
Admin Fee	\$0.00
Utility Management Fee	\$0.00
One-Time Parking Fee	\$0.00
Amenity Fee	\$0.00
Tech Fee	\$0.00
	\$0.00

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THIS RESIDENTIAL LEASE CONTRACT (this "Agreement") is made and entered into on **01/27/2025**, by and between Owner the Residential Community ("Owner") and **Jesse E Tymas**, (hereinafter collectively "Residents"). Owner hereby leases to Residents the premises at **3009 M.E. Valentine Dr Raleigh, NC 27607** (the "Leased Premises"), which is located within **Valentine Commons** (the "Residential Community"), for use exclusively as a private residence, and not for any other purpose. The Leased Premises may also include the rental of parking, storage and garage spaces, if applicable, which will be designated and included in a separate written agreement. Residents' performance of their obligations contained in this Agreement may be guaranteed by a third party. Any third-party guarantee agreements will be included with an attachment to this Agreement. Owner's representatives, agents, affiliates, successors, assigns, employees, officers, and directors are hereby incorporated by reference to benefit from any and all waivers, releases, and limitations of liability made by Residents hereunder.

Any individual(s) assigned by Owner to share the Leased Premises with Residents, or to occupy another bedroom of the same apartment as Residents, under a separate Residential Lease Contract, shall be referred to hereinafter as "co-resident(s)." Unless otherwise specified in this Agreement, Residents acknowledge and agree that this Agreement is for the lease of a bed space or bedroom and not a specifically numbered apartment, which may be shared with co-residents. Residents have the joint right to use and occupy the Leased Premises' applicable common living areas with co-residents, including, but not limited to, kitchens, living rooms, bathrooms, laundry areas, storage areas, and any private balconies or patio attached to the Leased Premises. Residents agree that Owner is not liable for any claims, actions, or damages relating to, arising out of, or connected with disputes among or between Residents and co-residents.

**1. OCCUPANCY OF THE LEASED PREMISES.** The Leased Premises shall be occupied solely by Residents and any co-residents, as assigned by Owner. No other persons may reside in, or otherwise occupy, the Leased Premises without Owner's prior written consent. Guests are not permitted to stay in the Leased Premises for more than **3** consecutive days or **six (6)** total days in any **one (1)** month period, without Owner's prior written consent. Residents acknowledge that allowing unauthorized occupants to reside in the Leased Premises shall be deemed a material and incurable breach of this Agreement, and shall entitle Owner to serve Residents with a notice terminating the tenancy.

All changes in occupancy require Owner's prior written consent. If Owner consents to an occupancy change during the term of this Agreement, a new Residential Lease Contract or an amendment to this Agreement must be executed. Any assignment or subletting without Owner's prior written consent shall be void and may, at Owner's sole discretion, terminate this Agreement. Owner's acceptance of rent from any person, not identified as a Resident or a co-resident, shall be deemed to be the payment of rent on behalf of Residents and shall not constitute Owner's consent for said person to occupy or reside in the Leased Premises.

**1.1. Availability and Room Assignment.** To the extent practical and at Owner's sole discretion, Owner will attempt to honor Residents' request for specific bedroom or apartment types. Residents acknowledge that bedroom and apartment types are subject to availability, and Owner cannot guarantee the availability of requested bedroom or apartment type. Residents are not released from the obligations and liabilities under this Agreement if Owner is unable to accommodate Residents' request for a specific bedroom or apartment type. Additionally, Residents understand that the sums owed in this Agreement may vary depending on premiums assessed for bedroom or apartment size, location, or other values added or lost from the bedroom or apartment type originally requested by Residents, and Residents agree to pay these sums pursuant to the terms of this Agreement.

**1.2. Relocation.** In order to maximize operational efficiencies, Owner may, at its sole discretion, require Residents to relocate to another bedroom in the apartment or relocate to another apartment in the Residential Community. Owner reserves the right to relocate Residents at any time, with **five (5)** days prior written notice. Residents acknowledge and agree that variations to bedroom size, apartment size, location, and value may result from this form of relocation and that Owner shall not be liable to Residents for any costs incurred by such relocation. Additionally, Residents acknowledge and agree that failure or refusal to comply with such relocation will be deemed a violation of this Agreement.

**1.3. Transfers.** Residents shall not transfer or reside in another bedroom in the apartment or another apartment in the Residential Community, other than that which is assigned to Residents, without Owner's prior written consent. Residents may request a transfer, however Residents understand that such consent is predicated upon the need for a transfer and subject to availability based on the date of the request. If Owner, in its sole discretion, is able to accommodate Residents' request for a transfer, Residents agree to pay Owner, as a transfer charge, a sum of **\$350.00**, which shall be due prior to the effective date of the transfer. However, at Owner's sole discretion, Owner may not require a transfer charge from Residents if the transfer request is received within **seven (7)** days after the commencement of this Agreement. Owner's consent to one or more transfers will not be deemed a waiver of Owner's right to require prior written consent for any future transfers or right to future transfer charges.

**2. TERM.** This Agreement shall be for a fixed lease term of **12** installments, beginning on **08/14/2025** and ending at **12:00 PM (Noon)**, on **07/23/2026** ("Term").

**2.1. Renewal.** This Agreement will **NOT** automatically renew upon expiration of the Term. Prior to the expiration of the

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Term, Residents may be provided an opportunity to renew this Agreement, or sign a new Residential Lease Contract for an additional term or terms, in order to remain in the Leased Premises. If this Agreement is not renewed or a new Residential Lease Contract is not signed, Owner has the right to rent the Leased Premises to other residents upon the expiration of this Agreement.

3. **SECURITY DEPOSIT.** Residents have deposited with Owner the sum of **0.00**, the receipt of which is hereby acknowledged as a security deposit. All or a portion of the security deposit may be retained by Owner in the event Residents become liable for any of the charges listed below. The retention of the security deposit shall not limit Owner's right to proceed against Residents for claims and damages exceeding the amount of the security deposit. The security deposit will be deposited into a trust account with a licensed and federally insured depository institution: a) which is lawfully doing business in North Carolina; OR b) at Owner's option, Owner will furnish an adequate bond in the amount of the security deposit to Residents from an insurance company licensed to do business in North Carolina. Residents' Security Deposit will be held at: **First Horizon Bank, 1 Glenwood Avenue, Suite 111, Raleigh, NC 27603.**

Owner may recover amounts owed by Residents from the security deposit for any lawful reason including, but not limited to, the following: any damage or loss caused by Residents' nonfulfillment of the rental period, except where: a) Residents terminated this Agreement pursuant to North Carolina General Statutes § 42-45 or § 42-45.1; b) Residents were forced to leave the Leased Premises because of Owner's violation of Article 2A of Chapter 42 of the North Carolina General Statutes; or c) Residents were constructively evicted by Owner's violation of North Carolina General Statutes § 42-42(a); delinquent or unpaid rent; electricity, gas, water, sewer, or stormwater charges; damages to the Leased Premises caused by simple negligence, intentional act, accident or inaction; the replacement cost of fixtures or other items contained in the Leased Premises that are damaged or destroyed; removal and storage of items left in the Leased Premises after a summary ejectment proceeding; all court costs, including attorneys' fees, related to eviction proceedings or the enforcement of this Agreement.

**Any security deposit previously required by a lease between Owner and Residents shall remain required under this lease and under any subsequent lease between Owner and Residents; This provision shall supersede any amount listed as a Security Deposit in this lease or in any addenda attached to this lease.**

4. **RENT.** Residents agree to pay to Owner, as total rent for the Leased Premises during the Term, the sum of **\$4,260.00**. Rent will be paid in installments of **\$355.00** due on or before the **1st** day of each month ("Due Date"), as follows:

INSTALLMENT DUE DATE	AMOUNT
August 2025	\$355.00
September 2025	\$355.00
October 2025	\$355.00
November 2025	\$355.00
December 2025	\$355.00
January 2026	\$355.00
February 2026	\$355.00
March 2026	\$355.00
April 2026	\$355.00
May 2026	\$355.00
June 2026	\$355.00
July 2026	\$355.00

Except as otherwise provided, rent shall be paid in full and received in advance, with no grace period and without demand, on or before the Due Date in the form of **ACH, Debit Card, Credit Card, eMoney Order, or International Bank Transfer through the online resident portal; additional fees may apply.** Rent and all other sums due to Owner will be payable to **Valentine Commons**. The usual days and hours when payments may be made personally are: **N/A; all payments must be made using one of the aforementioned forms of payment. If Owner, in their sole discretion, accepts Residents' payment in the form of a physical check or money order, Residents agree to pay a \$4.99 payment processing fee per payment.** Payments made will not be held at the request of anyone - all payments made will be directly deposited. It is Residents' responsibility to be certain that each payment is actually received by Owner on or before its due date. Use of a rental payment drop box, if one is provided by Owner, is for Residents' convenience – the risk of receipt of funds by Owner when such box is used is Residents' risk, and not Owner's risk.

If in any month, rent is not paid before the **6th** day of the month, payment must be in the form of **eMoney Order or Resident Portal Card payment.** If Owner serves Residents with a notice to pay rent or surrender possession, which Owner may do on any date after the Due Date, any payment tendered following service of said notice must be in the form of **eMoney Order or Resident Portal Card payment.**

4.1. **First Payment.** Residents shall pay the first month's rent or first installment of rent on or before the Term begins. In the event Residents fail to pay the first month's rent or first installment of rent, Owner shall be entitled to recover all damages suffered, including any future rent as it becomes due and other amounts subject to any mitigation of Owner's loss.

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**5. LATE PAYMENTS AND FEES.** Owner and Residents agree that it is and will be impracticable and extremely difficult to fix the actual damages suffered by Owner in the event Residents make a late payment of rent, or when Residents make a payment that is subsequently dishonored by the bank, and that the below charges represent a reasonable approximation of the damages Owner is likely to suffer from a late or dishonored payment. Owner and Residents further agree that this provision does not establish a grace period of the payment of rent, and that Owner may give Residents a written notice to pay or quit the Leased Premises in accordance with State law at any time after the payment is due. Owner shall have all remedies under the law and this Agreement in the event Resident fails to timely pay the rent or other amounts owed. At Owner's sole discretion, Owner may report any delinquent rent or other amounts owed to a credit reporting agency.

**5.1. Late Payments.** Residents shall pay the total amount of rent owed on or before the Due Date. If Residents fail to timely pay all rent, Owner is entitled to a late fee of **5%** on the **6th** day of the month and the following additional late fee until rent and all other fees are paid: **Daily Late Fee of \$0.00**. If late fees are applied daily, such charges will not exceed **0** days for any single month's rent or installment period.

**5.2. Dishonored Payments.** Residents shall owe **\$35.00** for each dishonored payment, returned check, or rejected electronic payment, plus any applicable late fees described in this Agreement until all amounts owed are paid. In the event of a dishonored payment, Residents may, at Owner's option, be required to pay the rent and applicable late charges by **eMoney Order or Resident Portal Card payment**.

**5.3. Applied Payments.** Owner will not apply late charges or dishonored payment charges to payments associated with charges for electric service.

**6. PAYMENTS.** Owner is not obligated to accept any payment for rent or other charge after it is due. Any payment to Owner shall be applied first to the rent owed and then to charges for electric service, or water or sewer service, unless otherwise designated by Residents. Charges for resold electric service are not considered rent.

**7. RENT INCREASES.** Owner may notify Residents in writing of any increase in rent five (5) days before the final date that Residents are required to give their move-out notice. The new rent amount shall take effect on the date stated in the notice and after the current lease term expires. Owner may deliver the notice of an increase in rent via email or other electronic messaging service. Residents are not required to sign the written notice of rent increase or other documents for the new rent amount to take effect.

**8. COMPLIANCE WITH RULES, LAWS, AND REGULATIONS.** Residents hereby acknowledge receipt of a copy of the Residential Community's Policies and Rules (the "Rules"), which are incorporated into and made a part of this Agreement. Residents agree to abide by said Rules in all respects. Owner may make reasonable changes to the Rules upon providing thirty (30) days written notice to Residents, and Residents agree to abide by such changes if they are distributed and applicable to the Residential Community and do not change the rent. Failure to comply with the Rules shall be deemed a breach of this Agreement.

Residents agree not to harass, annoy, or endanger any other resident or person, or create or maintain a nuisance, or disturb the peace or solitude of any other resident, or commit waste in or about the Leased Premises. Residents are responsible for the conduct of any guests while present at the Residential Community. Residents further agree not to harass, verbally abuse, denigrate or otherwise disrespect Owner's employees, agents and/or contractors or interfere with Owner's business operations. Failure to abide by this policy may result in the termination of this Agreement.

Certain acts are considered to be contrary to the safety, well-being, peace, and enjoyment of the other residents of the Residential Community, and therefore, will be considered to be a breach of this Agreement. These include, but are not limited to: 1) violations of this Agreement, the Rules, or applicable fire, safety, health, or criminal laws, ordinances, or regulations, regardless of whether or where arrest or conviction occurs; 2) Residents giving incorrect or false answers in a rental application; 3) Residents being arrested, charged, detained, convicted, or given deferred adjudication or pretrial diversion for an offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, or drug paraphernalia in violation of applicable law, or any sex-related crime, including a misdemeanor; and 4) any illegal drugs or paraphernalia are found in the Leased Premises.

**9. REPLACEMENTS AND SUBLETTING.** Without the prior written approval of Owner, replacing Residents or subletting the Leased Premises is strictly prohibited. A replacement of Residents or sublease will be subject to Owner's policies and underwriting requirements, reimbursement of Owner's expenses in connection with the replacement or sublease, and final approval by Owner of the Residents' replacement or sublessee. Residents who are replaced or sublet the Leased Premises will continue to be liable for all of Residents' obligations of this Agreement, unless otherwise agreed to by Owner in writing. Replaced Residents' and Sublessors relinquish their rights to a refund of the security deposit, and their right to possess or otherwise occupy the Leased Premises, unless otherwise required by applicable law. Any attempt to replace any Residents or sublet the Leased Premises without Owners' prior written consent will be void. Residents shall not assign this Agreement.

**10. USE OF LEASED PREMISES AND COMMON AREAS.** Residents shall not do or permit anything to be done in or about the Leased Premises that will in any way obstruct or interfere with the rights of other residents or occupants of the building or injure or annoy them or use or allow the Leased Premises to be used for any improper, unlawful, or objectionable purpose. Further, Residents shall not cause, maintain, or permit any nuisance in, on, or about the Leased

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Premises, or commit any waste in or on the Leased Premises, and shall promptly notify Owner in writing of any defective or potentially defective conditions, in the Leased Premises, or in the Residential Community. Finally, Residents shall not put the Leased Premises to any use that violates local zoning ordinances or any other law applicable to the Leased Premises. Residents agree to reimburse and indemnify Owner for all fines or other penalties incurred by Owner as a result of the violation of any statute, ordinance, regulation or other governmental restriction by Residents or Residents' guests. Nothing set forth herein shall be deemed as disallowing any use of the Leased Premises that cannot legally be prohibited.

Residents further agree to the following: 1) Residents must keep the Leased Premises and areas reserved for private use clean and sanitary; 2) trash must be disposed of at least weekly in appropriate receptacles; 3) passageways may be used only for entry or exit; 4) amenity areas must be used with care in accordance with the Rules and posted signs; 5) glass is prohibited in all common areas; 6) conducting business of any kind in the Leased Premises or the Residential Community is prohibited without Owner's prior written consent--any lawful business conducted at home by computer, mail, or telephone is permissible if permitted by local zoning ordinance and customers, clients, patients, or other business associates do not come to the Leased Premises for business purposes; 7) businesses allowed in a home by state or local statute or ordinance will be permitted with proper licensing and notification provided to Owner in advance of the operation of the business; 8) Owner may exclude from the Residential Community guests or others, who in Owner's judgment, have been violating the law, violating this Agreement or any community rules, which includes anyone who is disturbing other residents, neighbors, visitors, or Owner's representatives; 9) Owner may also exclude from any outside area or common area anyone who refuses to show identification or identify themselves as a guest or resident in the Residential Community; and 10) Residents agree to notify Owner if Residents are convicted of a felony, offense involving a controlled substance, violence to another or destruction of property or if any of the above register as a sex offender in any state. Any violation of these provisions shall be deemed a material and incurable breach of this Agreement and shall entitle Owner to serve Residents with notice terminating the tenancy.

**11. LEASED PREMISES AND FURNISHINGS.** Residents acknowledge that Residents have inspected the Leased Premises. Residents acknowledge that the Leased Premises are in a clean and good condition including painted surfaces, carpets, flooring, all furniture, furnishings, fixtures, equipment and appliances. It shall be conclusively presumed that said Leased Premises and all items, appliances and fixtures contained therein are in good working condition, unless Residents deliver a contrary statement in writing to Owner by the starting date of this Agreement. Residents agree to diligently maintain the Leased Premises, be responsible for the proper care of any and all furniture, furnishings, fixtures, appliances and equipment therein, and to keep the Leased Premises in a neat and clean condition. Residents promise to return the Leased Premises and all furniture, furnishings, fixtures, equipment and appliances to Owner in the same condition at the time Residents vacate the Leased Premises as when first rented, less normal wear and tear. Residents further acknowledge that the smoke detector and/or carbon monoxide detector is operable and it is the responsibility of Residents to maintain the smoke detector and/or carbon monoxide detector in accordance with State law and the manufacturer's recommendations. Residents must promptly report non-functional smoke and/or carbon monoxide alarms to Owner so repairs can be made.

All appliances are installed per manufacturers' specifications and may be anchored. Residents shall not move, un-hook, or relocate any appliance connected to a gas/water source or floor drain connection at any time. Residents agree to promptly notify in writing (service request form) or by electronic notification to Owner of any defects, dilapidations, dangerous conditions, or other needed repairs as said conditions become evident. Residents agree to immediately reimburse Owner for any sums incurred by Owner to repair the Leased Premises or any item, fixture, appliance or appurtenance damaged by the misuse or neglect of Residents or Residents' guests. This Agreement may not be terminated due to interruption of any service, including necessary repairs, beyond the control of Owner, unless otherwise required by law.

**11.1. Smoke and Carbon Monoxide Alarms.** Owner will furnish smoke and carbon monoxide alarms as required by law. Residents will not interfere with the presence or functionality of any smoke and carbon monoxide alarms in the Leased Premises. Residents will immediately report in writing any defects in the condition of any smoke and carbon monoxide alarms. Residents assume the responsibility for ensuring the smoke and carbon monoxide alarms are in operating condition during the Term or any renewal period and for replacing batteries as needed. Owner may replace the batteries in any smoke and carbon monoxide alarms in the Leased Premises at any time without notice and at cost to Residents. If Owner installs a new smoke alarm or replaces an existing smoke alarm, the smoke alarm will be a tamper-resistant, 10-year lithium battery smoke alarm, unless the Leased Premises is equipped with a hardwired smoke alarm with a battery backup, or the Leased Premises is equipped with a smoke alarm combined with a carbon monoxide alarm that meets state law requirements. Residents will be liable for any damages that result from Residents' failure to maintain any smoke and carbon monoxide alarm in the Leased Premises and any fines and penalties for the failure comply with state law.

**11.2. Freezing Weather Conditions.** For the purpose of preventing broken pipes and other damages, Residents agree that for the duration of any freezing weather conditions, Residents will maintain the temperature of the Leased Premises at fifty (50) degrees Fahrenheit, leave all closet and cupboard doors open (which allows more heat to reach pipes), and set all water faucets to drip. Residents will be liable for any damages that result from Residents' failure to perform the responsibilities listed in this Section. While Owner has no duty to remove any accumulation of ice, snow, or sleet outside the Leased Premises, Owner may perform such removal at Owner's discretion.

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**12. UTILITIES.** Owner agrees, at Owner's expense, to furnish the following utilities to the Leased Premises: **Internet, Water, Sewer.** Residents agree to pay all charges (including utility deposits) not supplied by Owner, assessed by the utility provider (or Owner, or Owner's designated Billing Party) in connection with Residents' use of utilities during the term of this Agreement, or the period of occupancy by Residents, whichever is longer. Residents agree to pay the utility bills for which they are responsible and ensure that utilities remain connected for the duration of the Term or any renewal period. Residents shall properly use all electrical, gas and plumbing fixtures and appliances only for their intended purposes. Residents shall not install or operate any additional equipment or appliance, including, but not limited to, portable generators, additional refrigerators and freezers, a dishwasher, washing machine, clothes dryer or an air conditioning unit in the Leased Premises unless supplied by Owner or with Owner's prior written approval. Residents will be responsible for the following utilities: **Cable, Electricity, Trash.**

Owner may modify the method by which the utilities are furnished to the Leased Premises or billed to Residents during the term of this Agreement. In the event of interruption or failure of utility services that Owner is required to furnish, Owner shall use reasonable diligence in its efforts to restore such services. Owner shall not be liable for any damages directly or proximately caused by interruption or failure of utility service unless such interruption or failure of utility service is solely due to Owner's failure to pay to the service provider for the provision of such services to the Leased Premises.

When the Residents move from the Leased Premises, the utility charges will be charged to and deducted from the security deposit. It is understood and agreed between Owner and Residents that in the event submetered or allocation payments are not made when due, it shall be considered a default under this Agreement.

**13. DAMAGES, ALTERATIONS, AND REPAIRS.** Residents agree not to destroy, damage, deface or remove any part of the Leased Premises or Residential Community or permit any persons or animals to do so and to assume all liability for

damages other than ordinary wear and tear. Residents shall make no alterations to the Leased Premises without the prior written consent of Owner. Any alteration made to the Leased Premises by Residents after that consent has been given, and any fixtures installed as a part of that work, will at Owner's option become the Owner's property on the expiration or earlier termination of this Agreement, provided, however, that Owner shall have the right to require Residents to remove any fixtures at Residents' cost on termination of this Agreement. Residents shall notify Owner of any dilapidations or other defective conditions on the Leased Premises that require repairs. Residents agree not to install additional or different locks, gates or alarms on any doors or windows of the Leased Premises without written permission of Owner. If Owner approves Residents' request to install such mechanisms, Residents agree to provide Owner with a key for each lock.

**EXCEPT IN CASES OF EMERGENCIES OR FAIR HOUSING ACCOMMODATIONS, ALL NOTICES FROM RESIDENTS TO OWNER REGARDING REPAIRS, SERVICES, OR SECURITY MUST BE SIGNED BY RESIDENTS AND PROVIDED TO OWNER IN WRITTEN OR ELECTRONIC FORM ONLY, AS SPECIFIED BY OWNER.** Verbal requests from Residents, as well as written notes by Owner, Owner's employees, or agents will not be considered proper notice under this provision, and Owner's compliance with Residents' verbal requests does not constitute waiver of the strict requirements of this Section. Incidents constituting emergencies include situations where persons or property are in danger of imminent harm, such as fire, smoke, flooding water or active criminal activity. Residents must immediately notify Owner of any repairs, service issues, or security issues in the Leased Premises or at the Residential Community. Owner may terminate this Agreement upon reasonable notice to Residents if the Leased Premises are substantially damaged or the performance of services or repairs creates a danger to Residents, and Owner may remove Residents' personal property if it poses a safety or health hazard. Owner may temporarily interrupt services as needed to prevent property damage or perform repairs, which will not constitute a reduction in services entitling Residents' to an abatement of rent, unless required by law.

**14. RISK OF LOSS OF RESIDENTS' PROPERTY.** Residents shall bear the risk of loss of any and all of Residents' personal property whether located in the Leased Premises, in garage/carport, designated storage areas or anywhere within the Residential Community. Residents agree not to hold Owner, its agents and/or employees liable in any manner for or on account of any loss or damages sustained by reason of the acts or omissions of third parties, or arising from any casualty (including but not limited to fire, smoke, rain, flood, water and pipe leaks, mold, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, or invited/uninvited guests or vandalism, unless otherwise required by law). Residents understand and agree that Residents or Residents' guests are not beneficiaries of any insurance policies held by Owner or Owner's agents. Owner highly recommends that Residents purchase a renter's personal liability insurance policy for losses to Residents' personal property or injuries due to theft, fire, water damage, pipe leaks, etc.

**15. ANIMALS.** No animals are permitted without the prior written consent of Owner. Any such consent may be revoked at any time, with or without cause, by giving **one (1)** days written notice to Residents. Except to the extent written permission is given, animals may not be brought upon the Leased Premises, whether such animals belong to Residents or to any other person. The presence of any animals as to which written permission has not been given and is not currently in force, even if such animals are "just visiting," shall be deemed a material and incurable breach of this Agreement and shall be cause for the service of a notice terminating the tenancy. Service animals or companion animals are not subject to these provisions. However, Owner may require a written statement from a qualified professional verifying the need for the service or companion animal.

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**16. HOLD HARMLESS FOR GUESTS.** Residents agree to defend, protect, indemnify, and hold harmless Owner and Owner's agents against and from any and all claims, suits, liabilities, judgments, costs, demands, causes of action, and expenses, brought by Residents' occupants, guests, or any other person in the Leased Premises with Residents' permission. If any action or proceeding is brought against Owner or Owner's agents by reason of any such claim, upon notice from Owner, Residents shall defend the same at Residents expense by counsel reasonably satisfactory to Owner.

**17. DELIVERY OF LEASED PREMISES.** If, for any reason, Owner is unable to provide occupancy to Residents by the scheduled first day of the Term, this Agreement will continue to be in effect, and Residents may elect one of the following remedies: a) a prorated daily abatement of rent until the date that Owner delivers possession of the Leased Premises; or b) Residents may terminate this Agreement up until such time as Owner delivers possession. Owner will have no liability to Residents if there is a delay of possession other than to refund any amounts paid to Owner under this Agreement. Residents' failure to take occupancy of the Leased Premises due to issues of cleanliness, repairs, or services, does not constitute a failure of Owner to deliver possession of the Leased Premises.

**18. RESPONSIBILITIES OF OWNER.** Owner will act with customary diligence, and as required by applicable law, in keeping common areas reasonably clean; maintaining fixtures and appliances; complying with applicable safety, sanitation, and fair housing laws; and making reasonable repairs, subject payment by Residents for liable damages. To the extent required by law, Owner will maintain the fitness and habitability of the Leased Premises and Residential Community.

**18.1. Security.** Owner makes no representations or guarantees to Residents concerning the security of the Leased Premises or the Residential Community. Owner is under no obligation to Residents to provide any security measure or take any action not required by statute. The presence of courtesy patrols, patrol cars, access gates, surveillance cameras or other deterrents do not guarantee that crime can or will be prevented. All such systems are subject to personnel absenteeism, human error, mechanical malfunctions and tampering. Residents are responsible for planning and taking action with respect to the safety of Residents and their property as if such systems and deterrents did not exist. Residents agree to immediately report all suspected or actual criminal activity to the appropriate local law enforcement agencies and, after doing so, to Owner, and shall provide Owner with such law enforcement agency's incident report number upon request.

Owner has no obligation to obtain criminal background checks on any Residents and bears no responsibility or liability related to the criminal background or actions (whether past, present or future) of any person, even if Owner has actually run a criminal background check on applicants. Residents shall not rely on the fact that Owner may have run a criminal background check on Residents or any other applicant when deciding whether to enter into this Agreement. Background checks are limited to the information actually reviewed and are not a guarantee that a person with a criminal background does not reside at the Residential Community. Owner has not made and does not make any representations as to the background of any existing or future tenant and Owner is under no obligation to run background checks on any existing tenant or future applicant.

**19. ACCESS.** Owner may enter the Leased Premises under the following circumstances: 1) in case of emergency; 2) to make necessary or agreed repairs, decorations, alterations, or improvements; 3) to supply necessary or agreed services; 4) to exhibit the Leased Premises to prospective or actual purchasers, mortgagees, tenants, workers, or contractors; 5) if Residents abandon or surrender the Leased Premises; 6) pursuant to court order; 7) to perform an inspection of the Leased Premises; or 8) under any other circumstances permitted by state law. Owner will give Residents at least **twenty-four (24)** hours notice of Owner's intent to enter unless: a) an emergency exists; b) Residents have abandoned or surrendered the Leased Premises; or c) it is impracticable to do so. Further, Owner will enter only during regular business hours unless: i) an emergency exists; ii) Residents have abandoned or surrendered the Leased Premises; or iii) Residents consent, at the time of an entry that is not during normal business hours, to the entry. Residents agree that if they deny Owner access to the Leased Premises when Owner is in compliance with statutory requirements and entitled to access, any such denial of access shall be deemed a material breach of this Agreement and shall entitle Owner to serve Residents with a notice terminating this Agreement.

**20. TERMINATION, DEFAULT, AND REMEDIES.** Owner and Residents agree that all provisions, obligations, and conditions of this Agreement are reasonable and material and that a breach by Residents of any such provision, obligation, or condition constitutes a material breach thereof. Owner is entitled to all rights, remedies, and damages under this Agreement and by law, including, but not limited to, all rights and remedies for damages to the Leased Premises, cleaning charges, past and future rent due, or other amounts due under this Agreement. All rights and remedies provided in this Agreement and by law are cumulative. This Agreement shall be deemed terminated upon written notice of termination by Owner to Residents. No other action by Owner shall constitute termination, including, but not limited to: a) maintenance of the Leased Premises by Owner or on Owner's behalf; b) efforts to rent out the Leased Premises by Owner or on Owner's behalf; c) Owner's withholding of consent to assign or sublet the Leased Premises pursuant to the terms of this Agreement; d) Owner's termination of a sublet or assignment of the Leased Premises pursuant to the terms of this Agreement; or e) actions by Owner to procure the appointment of a receiver to secure Owner's interests under this Agreement. In the event of a breach by Residents, or where required by state law, Owner may provide to Residents written notice of the breach and demands for cure. Owner may terminate this Agreement if a cure is not possible or if Residents do not cure the breach within the time period provided by the notice or state law. This section is not applicable to payments for resold electric service.

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If Owner files a complaint for summary ejectment against Residents, Owner may recover, in addition to late fees, attorney's fees, and applicable court costs, the highest of the following fees:

- A. Complaint Filing Fee.** Owner may charge a complaint-filing fee not to exceed fifteen dollars (\$15.00) or five percent (5%) of the monthly rent, whichever is greater, if Owner filed and served a complaint for summary ejectment and/or money owed when Residents were in default of this Agreement AND Residents cured the default or claim and Owner dismissed the complaint prior to judgment. Owner will include this fee in the amount required to cure the default.
- B. Court Appearance Fee.** Owner may charge a court-appearance fee in an amount equal to ten percent (10%) of the monthly rent only if Residents were in default of this Agreement and Owner filed, served, and prosecuted successfully a complaint for summary ejectment and/or monies owed in the small claims court. If the Residents appeal the judgment of the magistrate, and the magistrate's judgment is vacated, any fee awarded by a magistrate to Owner under this subsection shall be vacated.
- C. Second Trial Fee.** Owner may charge a second trial fee for a new trial following an appeal from the judgment of a magistrate. To qualify for the fee, Owner must prove that the tenant was in default of the lease and the landlord prevailed. The landlord's fee may not exceed twelve percent (12%) of the monthly rent in the lease.

**21. MOVE-OUT NOTICES AND PROCEDURES.** Prior to moving out, Residents are required to provide Owner with at least sixty (60) days advance written notice. The move-out notice must comply with the notice provision of this Agreement and provide Residents' move-out date. Residents must obtain written acknowledgement from Owner of receipt of Residents' move-out notice. If Owner terminates this Agreement, Owner will provide Residents with the same notice unless Residents have breached the terms of this Agreement. Oral move-out notice is not an acceptable form of termination. The move-out date provided for in the notice cannot be changed without additional written agreement signed by both parties. Each Resident must provide Owner with their forwarding address in writing. A move-out notice does not release Residents from liability under the full term or any renewal terms of this Agreement except where Resident moves out pursuant to a Military Personnel Release or if Owner and Resident agree to such release in a written amendment signed by both parties. Residents may not withhold any portion or last month's rent under the assumption that the security deposit will cover rent due. Early move-out by Residents may also result in reletting expenses.

Residents and Residents' guests must vacate the Leased Premises on or by the agreed upon move-out date, the date contained in Residents' move-out notice, or Owner's notice to vacate. Owner may pursue action for possession for any hold over after expiration of the term of this Agreement or its termination, without the consent of Owner. Additionally, Residents will be liable for hold over rent, which will be increased by twenty-five percent (25%) over the then existing rent, and rent for the full term a lease signed by a new resident, prior to Residents' hold over, who is unable to occupy the Leased Premises because of Residents' hold over.

If Residents move out early, Residents will be subject to all remedies under North Carolina law. Owner shall exercise customary diligence to relet the Leased Premises and mitigate damages. Owner shall credit all subsequent rent that is actually received from subsequent residents against the liability for past-due and future rent and all other sums owed by Residents.

**21.1. Cleaning.** Prior to moving out, Residents are required to clean all areas of the Leased Premises, including but not limited to, living and dining rooms, kitchens, hallways, bedrooms, closets, bathrooms, floors, outdoor walkways, patios, balconies, and any leased or assigned parking or storage areas. Residents must also comply with move-out and cleaning instructions provided by Owner. If, at Owner's discretion, Residents fail to adequately clean the Leased Premises, Owner reserves the right to hire a professional cleaning service and Residents will be liable for reasonable cleaning expenses. Owner may deduct the cost of carpet cleaning regardless of whether Residents clean the carpet before delivery of possession of the Leased Premises to Owner.

**22. RESIDENTS' PERSONAL PROPERTY.** Residents shall vacate and remove all personal property from the Leased Premises upon expiration or termination of this Agreement without further notice or demand from Owner. Owner may remove and dispose of Residents' personal property in a manner permissible by applicable law upon termination or expiration of this Agreement, surrender, abandonment, or court ordered eviction of Resident. Residents will be liable to pay Owner for reasonable costs associated with packing, removing, storing, and selling Residents' property. Owner may consider the Leased Premises surrendered when: a) this Agreement expires; b) Residents return keys and access devices to Owner; or c) the Residents have vacated the Leased Premises and the move-out date has passed, whichever is earlier. Owner may consider the Leased Premises abandoned when: a) Residents have unpaid rent and been absent from the Leased Premises for five (5) consecutive days; b) a significant number of the Residents' personal belongings have been removed; c) electric services to the Leased Premises has been terminated for five (5) consecutive days; d) Residents do not provide timely response to notice of abandonment posted on the door of the Leased Premises and sent by Owner to Residents' last known address; or e) ten (10) days after the death of sole resident of the Leased Premises.

**23. SECURITY DEPOSIT RETURN.** To the extent that Owner can ascertain the full extent of deduction, Owner will return the security deposit, less any lawful deductions, and an itemized list of amounts withheld no later than thirty (30) days after termination, surrender, or abandonment, unless applicable law provides otherwise. Owner will return the final accounting of the security deposit, less lawful deductions, and an itemized list of amounts withheld not later than sixty (60) days after



termination, surrender, or abandonment by Residents. Delivery of security deposit refunds and itemized deductions to any one of multiple residents shall constitute notice and delivery to all Residents.

**24. RELEASE OF RESIDENTS.** Unless otherwise provided for by this Agreement or by law, Residents will not be released from this Agreement.

**24.1. Military Personnel Release.** The Servicemembers Civil Relief Act ("SCRA") provides relief to U.S. servicemembers, as defined in the SCRA, who entered into certain real property leases. The SCRA allows for early termination of this Agreement in the following instances: a) the servicemember entered into this Agreement and thereafter enters active military service; b) the servicemember entered into this Agreement while on active duty and then receives permanent change of station orders; c) the servicemember entered into this Agreement while on active duty and then receives orders to deploy for a period of not less than ninety (90) days; d) the servicemember executed this Agreement upon receipt of military orders for a permanent change of station or to deploy for a period of not less than ninety (90) days and thereafter receives a stop movement order for a period of not less than thirty (30) days which prevents the servicemember or the servicemember's dependents from occupying the Leased Premises; e) the servicemember incurs a catastrophic injury or illness during a period of military service or while performing covered service as defined in the SCRA and desires to terminate within one (1) year of the injury or illness; or f) the spouse or dependent of the servicemember desires to terminate this Agreement within one (1) year of the death of the servicemember while in military service, full time active Guard or Reserve duty or inactive-duty training.

Residents seeking release pursuant to the SCRA (except for those terminating based on stop movement orders) are required to provide: 1) written notice to Owner; and 2) copies of Resident's military orders. After notice is delivered, this Agreement will be terminated thirty (30) days after the next date that rental payment is due. Residents seeking release based on stop movement orders must submit written notice of termination and a copy of their stop movement orders, and the termination is effective immediately upon submission. In order to be eligible for release under this section, this Agreement must be signed by or on the behalf of the servicemember. Release under this section does not apply to a co-resident who is not the spouse or legal dependent of the eligible Resident.

**25. MISCELLANEOUS.** This Agreement, including all applicable exhibits, schedules, addenda, or forms, sets forth all of the promises, agreements, conditions, and understandings between Owner and Residents and may not be changed or modified except by an agreement in writing signed by all parties. Residents acknowledge that all representations and statements relied upon in executing this Agreement are contained herein and that Residents in no way relied on any other statements or representations, written or oral. This Agreement and all rights of Residents arising under it are expressly agreed to be subject and subordinate to present and future recorded mortgages which are or may be placed upon the Leased Premises and all other rights afforded to the holder of any such mortgages.

**25.1. Zero Tolerance Crime Policy.** Residents, Residents' guests, or other individuals under Residents' control: 1) shall not engage in criminal activity or engage in any act intended to facilitate criminal activity on or near the Residential Community; 2) shall not engage in drug-related criminal activity on or near the Residential Community, including but not limited to, the illegal manufacture, sale, distribution, use, or possession with the intent to manufacture, sell, distribute, or use of an illegal or control substance as defined in Section 102 of the Controlled Substance Act, 21 U.S.C. § 802; 3) shall not facilitate, use, or permit the Leased Premises to be used for criminal or drug-related criminal activity; and 4) shall not engage in any illegal activity which might negatively affect the health, safety, or welfare of Owner, Owner's agents, other residents, the Leased Premises, or the Residential Community. Owner and Residents agree that these provisions are reasonable and material and that a violation by Residents of any such provision constitutes a material breach of this Agreement and is good cause for immediate termination of tenancy.

**25.2. Satellite Dishes and Antennas.** The Federal Communications Commission states that Residents have a limited right to install a satellite dish or receiving antenna within the Leased Premises. This Agreement must be amended to incorporate requirements and restrictions prior to any installation. Residents are responsible for making sure the Leased Premises is in a location to receive the satellite signal prior to requesting permission to install. For information on requirements and restrictions, contact Owner. Resident shall not install any external media device nor climb or have others climb upon the roof.

**25.3. Bedbugs.** Bedbugs are wingless parasites which may lie dormant in cracks, crevices and personal belongings until a host is present. Residents have an affirmative duty to inspect the Leased Premises and notify Owner of the presence or infestation of insects or vermin including bedbugs within forty-eight (48) hours of Residents taking possession of the Leased Premises. Absent this timely notice to Owner, Residents acknowledge and confirm that the Leased Premises are free of the presence or infestation of insects or vermin, including bedbugs. Residents agree to maintain the Leased Premises in a manner that prevents the occurrence of an infestation of insects and vermin including bedbugs. If Residents allow individuals or items carrying bedbugs into the Leased Premises, or have repeated infestations that cannot be traced to another source, such will be deemed damage to the Leased Premises and Residents will be responsible for the cost of treatment to the Leased Premises, personal belongings and surrounding residences as necessary to eradicate the infestation.

**25.4. Fair Housing.** Owner shall comply with all applicable local, state, and federal non-discrimination and fair housing laws, including laws which prohibit discrimination on the basis of race, religion, ethnic origin, national origin, color, sex,

age, physical or mental disability, or family status.

**25.5. Sale of Leased Premises.** In the event of a sale or pending sale of the Residential Community or in the event Owner, new owner, lender, or lender's receiver must obtain possession of the Leased Premises in order to redevelop, renovate, or demolish the Leased Premises or any portion of the Residential Community, Residents agree that Owner, new owner, lender, or lender's receiver shall have the right to terminate this Agreement upon sixty (60) days written notice.

**25.6. Force Majeure.** To the fullest extent permitted by law, Owner shall be excused from performance or obligations under this Agreement in the event of an act of God, epidemic, war, acts of terrorism, flood, fire, tornado, hurricane, riot, or any other event beyond Owner's control.

**25.7. Foreclosure.** Resident covenants and agrees in the event any proceedings are brought for the foreclosure of any mortgage now or hereafter in force against all or any part of the Residential Community or deed in lieu thereof, to attorn, to the lienholder or purchaser upon any such foreclosure sale or deed in lieu thereof, if so requested to do so by such purchaser or lienholder, and to recognize such purchaser or lienholder under this Agreement, provided such lienholder or purchaser shall agree to accept this Agreement and not disturb Resident's occupancy, so long as Resident timely pays the rent and observes and performs the terms, covenants and conditions of this Agreement to be observed and performed by Resident.

**25.8. Special Provisions.** (1) Submitting a notice to vacate form is a requirement of this lease. The notice to vacate must not terminate the contract sooner than the end of the lease contract term or renewal period. If the lease contract is not signed within 72 hours of starting the application process, the rental rate is subject to change. Availability of the preferred floor plan and options are subject to change at any time based on when leases are signed. (2) If two or more people are defined as the Residents on this lease: Only Residents defined by this Agreement are allowed to reside in the Leased Premises. In the event that any of the Residents vacate the Leased Premises prior to the end date of this Agreement, all Residents remain responsible for all terms of this Agreement, including timely payment of Rent and utilities, until a new Residential Lease Contract is executed by way of reassignment, or any of the individual Residents signs an amendment to this Agreement to assume full responsibility of its terms.

**26. DISCLOSURE.** Owner may provide information on Residents or Residents' rental history to business affiliates or upon reasonable request from an authorized agent of state or federal government or law enforcement agency.

**27. NO WAIVER.** Owner's failure on any occasion to require strict compliance with any provision of this Agreement or to exercise any rights arising hereunder shall not be deemed a waiver of Owner's right to subsequently enforce any such provision or to insist upon any such right. The fact that Owner may have accepted late payment(s) on one (1) or more occasions shall not be deemed a waiver of Owner's right to insist upon timely payment of rent nor to exercise any remedy available for late payment of rent. Acceptance of rent following a breach of this Agreement shall not be deemed to constitute a waiver of such breach. No custom or practice which may develop between the parties in the course of the tenancy shall be construed to waive the right of Owner to enforce any provision of this Agreement.

Owner's representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Agreement or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on Owner or Owner's representatives unless in writing. Except when notice or demand is required by statute, Residents waive any notice and demand for performance from Owner of Residents' default. Written notice to or from Owner's agents, representatives, or managers constitutes notice to or from Owner. All notices must be signed.

**28. SEVERABILITY.** If a provision or paragraph of this Agreement is legally invalid, or declared by a court to be unenforceable, such provision or paragraph will be deemed deleted and the rest of this Agreement shall remain in effect. To the extent that any provision of this Agreement is in conflict with any provisions of applicable law, such provision is hereby deleted, and any provision required by applicable law which is not included in this Agreement is hereby inserted as an additional provision of this Agreement, but only to the extent required by applicable law and then only so long as the provision of the applicable law is not repealed or held invalid by a court of competent jurisdiction.

**29. ATTACHMENTS TO THE AGREEMENT.** Residents certify that he/she/they have received a copy of this Agreement and the below listed attachments to this Agreement, and understand that these attachments are part of this Agreement.

Addendum To Lease

Furniture Addendum

Animal Addendum

Mold Disclosure Addendum

Bedbug Addendum

Move-Out Procedures Addendum

Community Policies and Rules

Multi-Bed Lease Addendum

Crime/Drug Free Housing

Preferred Insurance Lease Addendum

Addendum - Student Housing

Required Guarantor Waiver Addendum

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**30. SIGNATORIES.** This Agreement expresses the complete understanding of the parties with respect to the subject matter set forth herein and supersedes all prior proposals, agreements, representations and understandings. The undersigned Residents, whether or not in actual possession of the Leased Premises, are jointly and severally responsible for all obligations arising hereunder. This Agreement shall not be considered to be in full force and effect until signed by Owner. Owner may, without liability, refuse to enter into this Agreement and may refuse to allow Residents to occupy the Leased Premises at any time prior to signing this Agreement. Anything to the contrary in this provision notwithstanding, Residents shall be fully liable for all obligations arising hereunder, and Owner may enforce the provisions of this Agreement against Residents if, for any reason or by any means, Residents obtain occupancy to the Leased Premises before such time as this Agreement has been signed by Owner or Owner's authorized agent.

**30.1. Electronic Signatures.** The parties agree that they may enter into this transaction by electronic means; although, traditional hard copies with ink signatures may be used instead at Owner's option or if required by law. Residents agree and acknowledge that if Residents are entering into this transaction with Owner by electronic means, doing so is not conditioned on Residents' agreement to conduct the leasing transaction electronically.

INTENDING TO BE BOUND, the parties hereto have executed this Agreement as of the day and year first above written.

\_\_\_\_\_  
(Resident)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Owner/Agent)

\_\_\_\_\_  
Date

<sup>11</sup> *Jesse E Tymas*  
 Initial: \_\_\_\_\_

<sup>12</sup> *Collin Noble*

## COMMUNITY POLICIES AND RULES

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated **Jan 27, 2025**, and is between the Owner of **Valentine Commons** ("Owner") and **Jesse E Tymas**, (collectively and individually "Residents"), for the premises at (the "Leased Premises"), which is located within **Valentine Commons** (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

COMMUNITY AND LEASED PREMISES				
Owner CH REALTY X-PREISS SH RALEIGH VALENTINE LLC	Address			Phone (919) 720-4023
Community Valentine Commons				
Street Address	City	State	ZIP	County Wake

- 1. GENERAL CONDITIONS.** Resident's permission for use of any common areas, amenities, and recreational facilities located at the Residential Community is a privilege and license granted by Owner, and not a contractual right except as otherwise provided for in the Agreement. Such permission is expressly conditioned upon Resident's adherence to the terms and conditions of the Agreement and this Addendum, and such permission may be revoked by Owner at any time for any lawful reason. In all cases, the most strict terms of either the Agreement or this Addendum will control. Owner reserves the right to set the days and hours of use for all common areas, amenities, and recreational facilities and to change the character of or close any common areas, amenities, and recreational facilities based upon the needs of Owner and in Owner's sole and absolute discretion, without notice, obligation or recompense of any nature to Resident. As allowed by law, Owner may make changes to this Addendum for use of any common areas, amenities, and recreational facilities at any time. Additionally, Resident expressly agrees to assume all risks of every type, including but not limited to risks of personal injury or property damage, of whatever nature or severity, related to Resident's use of the any common areas, amenities, and recreational facilities at the Residential Community. Resident agrees to hold Owner harmless and release and waive any and all claims, allegations, actions, damages, losses, or liabilities of every type, whether or not foreseeable, that Resident may have against Owner and that are in any way related to or arise from such use. This provision shall be enforceable to the fullest extent of the law.

**1.1. ACCESSIBILITY.** Owner, at the request of Resident, will provide reasonable disability accommodations and modifications that will greater allow Resident use and enjoyment of the Leased Premises and/or common areas in the Residential Community.

**1.2. BARBECUES.** Due to fire and other safety hazard concerns, no charcoal briquette barbecues grills, gas or propane grills, cooking/heating instruments, smokers, hibachi grills, portable gas stoves, etc. are to be stored or operated in the Leased Premises, including on any patios, balconies or breezeway areas. Any use of open flame is prohibited, including, but not limited to, barbecues and torches.

**1.3. BUSINESSES.** Resident is not authorized to use the Leased Premises, or permit the Leased Premises to be used, for any business purposes without Owner's prior written consent or as otherwise allowed by law.

**1.4. FIREARMS.** Certain acts are considered to be contrary to the safety, wellbeing, peace, and enjoyment of the other residents of the Residential Community, including, but not limited to, carrying or exhibiting firearms in common areas of the Residential Community – except as required by law or job necessity. Therefore, such acts are prohibited under this Addendum and the Agreement. Furthermore, Resident, and any guests of Resident, are not permitted to unlawfully use or discharge firearms on or near the Leased Premises or common areas of the Residential Community.

**1.5. MAIL.** Only Resident may receive mail at the Leased Premises. Receipt of mail at the Leased Premises by any other person will be deemed to be proof of occupancy by that person. Any other person in the Leased Premises, with or without Resident's knowledge, will be deemed to be guests of Resident for purposes of this Addendum.

**1.6. PACKAGES.** Resident authorizes Owner to sign and accept any packages, letters, or other deliveries sent to Resident through UPS, Federal Express, Airborne, United States Postal Service or the like. Resident agrees that, to the fullest extent allowed by law, Owner does not accept responsibility or liability for any lost, damaged, or unordered deliveries, and agrees to hold Owner harmless for the same. No packages addressed to persons not listed on the Agreement will be accepted, and will be refused or returned immediately to sender. Packages accepted by Owner will not be delivered to the Leased Premises.

**1.7. PUBLIC CONSUMPTION.** Resident must not engage in, and Resident shall take reasonable action to prevent all guests from, drinking alcoholic beverages or using illegal substances in or on common areas, walkways or streets

of the Residential Community, or in vehicles parked or moving on the Residential Community.

**1.8. QUIET HOURS.** Quiet hours are established to be respectful of all residents of the Residential Community. The quiet hours of the Residential Community are between the hours of 11 pm to 7 am. Resident must not make nor permit any disturbing noises in the Leased Premises or the common areas of the Residential Community during the designated quiet hours. Radio, television, record players, musical instruments, or any other noise-producing devices must not be played or permitted to be played so as to disturb other residents during quiet hours. Vacuum cleaners, dishwashers, disposals, or other noise-producing appliances must not be operated during quiet hours.

**1.9. SERVICE REQUESTS.** Resident is responsible for notifying Owner when maintenance or repair work needs to be performed in the Leased Premises. All non-emergency requests for repairs will be handled during normal office hours. Service technicians may elect not to enter the Leased Premises at their discretion. Maintenance work performed due to neglect, abuse, misuse or direct fault of Resident, or guests of Resident, will be billed to Resident. This includes service work on garbage disposal and plumbing fixtures due to improper use and clogging caused by Resident.

**1.10. TRASH.** Resident must deliver and place all garbage and trash in proper bins at designated locations in the Residential Community. If the bin normally used is full, Resident must use another bin. Garbage and trash may not be left in hallways or stairwells. Trash bins and/or enclosures are not to be used for large items such as furniture, etc. Resident is responsible for any and all unacceptable items placed in the trash receptacles, including, but not limited to, toxic waste or other possible harmful items.

**2. DECK/BALCONY USE AND MAINTENANCE. [ I f A p p l i c a b l e ]** Decks and balconies are potentially dangerous if overloaded or improperly used and is a violation of this Addendum. The following rules apply to the use of Residents' deck/balcony:

- Balcony loads limits are intended for a maximum of two (2) people. **DO NOT** crowd balconies. Residents should be aware that balcony weight limits may also be exceeded with the use of excessive or heavy furnishings.
- Supervise young children and others who require supervision in order to safely occupy the deck/balcony.
- The deck/balcony must be maintained in a clean and orderly condition. Residents should use a reasonable approach when outfitting the balcony with patio furniture, potted plants, etc.
- Residents shall not use the open area of the balcony for storage, balconies must be kept free of clutter. Grills are not permitted without the prior written consent of Owner.

Residents agree to contact Owner immediately if Residents observe any of the following: leaning or sagging of the deck/balcony; cracks or separation where the deck/balcony connects to the building itself; sagging or soft spots in any areas of the deck/balcony; cracks, holes or missing pieces of the deck/balcony; rust stains or abnormal water ponding on the deck/balcony; obstructed or poorly functioning drains (if any); loose or unstable handrails on the deck/balcony or damage to handrails; and any other observed defects or potentially hazardous conditions with respect to the deck/balcony. If any of the above conditions are observed, Residents should not use the deck/balcony and contact Owner immediately. In addition, to maintain the integrity of the deck/balcony's surface, do not use solvents, alcohol or paint or lacquer thinner to clean the deck/balcony and do not damage the balcony or any part of the balcony when moving large plants, patio furniture, and the like. To prevent overloading of exterior walkways and entry landings, Residents and guests are prohibited from congregating in these areas.

**3. EMERGENCIES.** Emergencies affecting the Leased Premises should immediately be reported to Owner. Resident should report emergencies occurring after office hours to the emergency number and leave a message with the answering service, pager system, on call personnel, etc. Resident is not authorized to call any service companies without Owner's permission. Owner will not be responsible for any charges incurred for services not authorized by Owner. The following service needs constitute an emergency:

- Main drains stopped up (kitchen, bath, shower) causing flooding or back-up. Stopped up toilet – if only one in the Leased Premises.
- Water leaks from plumbing lines, windows, ceilings, or fixtures causing flooding or damage in the Leased Premises. Running water that cannot be shut off.
- Exterior flooding from water intrusion, sprinkler systems, or the like, causing flooding or damage in the Leased Premises.
- Door locks not functioning properly causing the Leased Premises to not be secure. Broken window(s) causing the Leased Premises to not be secure.
- Electrical power outage in the Leased Premises.
- Fire – call 911 first.

4. **HEALTH & SAFETY STANDARDS.** Resident agrees to comply with all obligations imposed upon Resident by applicable provisions of State and local building and housing codes materially affecting health and safety, including maintaining adequate housekeeping standards. Residents must keep the interior of the Leased Premises clean according to good housekeeping standards. Resident will assume full responsibility for keeping the entry doors, entrance walkways, porches, patios and balcony areas cleaned, neatly arranged and free from unsightly or unused items. Resident must keep the Leased Premises and such other areas as may be assigned for Resident's exclusive use, including but not limited to, the Leased Premises fixtures, appliances, entry doors, windows and screens, in a clean, safe and sanitary condition.
5. **PEST CONTROL.** Unless prohibited by statute or otherwise stated in the Agreement, Owner may conduct extermination operations in the Leased Premises several times a year and as needed to prevent insect infestation. Owner will notify Resident in advance of extermination in the Leased Premises, and give Resident instructions for the preparation of the Leased Premises and safe contact with insecticides. Resident will be responsible to prepare the Leased Premises for extermination in accordance with Owner's instructions. Resident must request extermination treatments in addition to those regularly provided by Owner in writing and those treatments will be performed at Resident's expense. Resident agrees to perform the tasks required by Owner on the day of interior extermination to ensure the safety and effectiveness of the extermination.
6. **COMMON AREA KITCHENS. [ I f A p p l i c a b l e ]** Resident must adhere to the rules and regulations posted in the common area kitchens and Owner's policies. The hours of the common area kitchens are **Open 24-hours**. The hours of the common area kitchens may change with or without notice at any time. When using the common area kitchens, Resident understands and agrees to the following:
- Resident should carefully inspect equipment prior to Resident's use and must refrain from using any equipment that may be malfunctioning or that may be damaged or dangerous.
  - Resident is expected to use equipment based upon manufacturer's specifications.
  - Resident is responsible for cleaning equipment after use, including any applicable racks, burners, or exterior finishes.
  - Resident must immediately report to Owner any equipment that is not functioning properly, is damaged or appears dangerous, as well any other person's use that appears to be dangerous or in violation of Owner's policies.
7. **POOL/SPA AREAS. [ I f A p p l i c a b l e ]** Resident must adhere to the rules and regulations posted in the pool/spa areas and Owner's policies. Resident is limited to **two (2)** guests when using the pool/spa areas, and must accompany guests at all times when using such areas. Owner reserves the right to ask guests to leave should the occupancy of the pool/spa exceed limits allowed by law. The hours of the pool/spa areas are **from dawn until dusk**. The pool/spa hours may change with or without notice at any time. When using the pool/spa areas, Resident understands and agrees to the following:
- All Swimmers swim at their own risk. Owner is not responsible for accidents or injuries. No lifeguard is provided by Owner.
  - For safety purposes, Resident should not swim alone.
  - No glass, animals, or alcoholic beverages are permitted in the pool/spa areas. Use paper or plastic containers only.
  - Proper swimming attire is required at all times and a swimsuit should be worn to and from the pool.
  - No running or rough activities are allowed in the pool/spa areas.
  - Resident must notify Owner any time there is a problem or safety hazard in the pool/spa areas.
8. **FITNESS CENTER. [ I f A p p l i c a b l e ]** Resident must adhere to the rules and regulations posted in the fitness center and Owner's policies. Resident is limited to **thirty (30)** minutes when using the fitness center, and must accompany guests at all times when using the fitness center. The hours of the fitness center are **24 hrs**. The fitness center hours may change with or without notice at any time. When using the fitness center, Resident understands and agrees to the following:
- The fitness center is not supervised. Resident is solely responsible for appropriate use of equipment.
  - Resident should carefully inspect each piece of equipment prior to Resident's use and must refrain from using any equipment that may be malfunctioning or that may be damaged or dangerous.
  - No glass, smoking, eating, alcoholic beverages, animals, or black sole shoes are permitted in the fitness center.
  - Offensive and abusive language will not be tolerated. Noise levels should be kept at a reasonable volume. Music equipment (i.e. radios, stereos, etc.) is only permitted with the use of headphones.
  - Loitering in the fitness center is not allowed. Persons in the fitness center must be utilizing the provided equipment.
  - Resident must immediately report to Owner any equipment that is not functioning properly, is damaged or appears dangerous, as well any other person's use that appears to be dangerous or in violation of Owner's policies.
9. **BUSINESS CENTER. [ I f A p p l i c a b l e ]** Resident must adhere to the rules and regulations posted in the business center and Owner's policies. Resident is limited to **thirty (30)** minutes when using the business center, and must accompany guests at all times when using the business center. The hours of the business center are **24 hrs**. The business

center hours may change with or without notice at any time. The business center is equipped with the following: **Computer with internet services**. When using the business center, Resident understands and agrees to the following:

- Persons using the business center are expected to be courteous to others and display conduct conducive to a business atmosphere.
- Owner is not responsible for data, files, programs or any other information lost or damaged on computers in the business center or in the business center for any reason.
- No software may be loaded on computers in the business center without Owner's prior written consent.
- For reasons of safety and protection of equipment, no inappropriate, offensive, or pornographic images or files, in Owner's sole discretion, will be viewed or loaded onto the computers in the business center at any time.
- Smoking, eating, alcoholic beverages, animals, and any disturbing behavior are prohibited in the business center.
- Resident must immediately report to Owner any equipment that is not functioning properly or is damaged, as well any other person's use that appears to be in violation of Owner's policies.

**10. OUTDOOR GRILL AREAS. [ I f A p p l i c a b l e ]** Resident must adhere to the rules and regulations posted in the outdoor grill areas and Owner's policies. The hours of the outdoor grill areas are **from dawn until dusk**. The hours of the outdoor grill areas may change with or without notice at any time. When using the outdoor grill areas, Resident understands and agrees to the following:

- Resident should carefully inspect equipment prior to Resident's use and must refrain from using any equipment that may be malfunctioning or that may be damaged or dangerous.
- Do not use charcoal or lighter fluid if using a gas or propane grill. Resident will be responsible for any damages that may occur.
- Resident is expected to use grills based upon manufacturer's specifications.
- Resident is responsible for cleaning grills after use, including any applicable racks, grates, lids, adjacent burners, grease baskets or exterior finishes.
- Resident should finish grilling thirty (30) minutes prior to the closing time to allow sufficient time for grills to cool, and for proper cleanup.
- Resident must immediately report to Owner any equipment that is not functioning properly, is damaged or appears dangerous, as well any other person's use that appears to be dangerous or in violation of Owner's policies.

**11. WAIVER/SEVERABILITY.** No waiver of any provision in this Addendum will be effective unless granted by Owner in a signed and dated writing. If any court of competent jurisdiction finds that any clause, phrase, or provision of this Addendum is invalid for any reason whatsoever, this finding will not effect the validity of the remaining portions of this Addendum, the Agreement or any other addenda to the Agreement.

**THE TERMS AND CONDITIONS OF THIS ADDENDUM WILL ALSO APPLY TO RESIDENT'S GUESTS AND AGENTS, TOGETHER WITH THE HEIRS, ASSIGNS, ESTATES AND LEGAL REPRESENTATIVES OF THEM ALL, AND RESIDENT WILL BE SOLELY RESPONSIBLE FOR THE COMPLIANCE OF SUCH PERSONS WITH THE AGREEMENT AND THIS ADDENDUM, AND RESIDENT INTENDS TO AND WILL INDEMNIFY AND HOLD OWNER HARMLESS FROM ALL CLAIMS OF SUCH PERSONS AS DESCRIBED IN THE PRECEDING PARAGRAPH. OWNER'S REPRESENTATIVES, AGENTS, AFFILIATES, SUCCESSORS, ASSIGNS, EMPLOYEES, OFFICERS, AND DIRECTORS ARE HEREBY INCORPORATED BY REFERENCE TO BENEFIT FROM ANY AND ALL WAIVERS, RELEASES, AND LIMITATIONS OF LIABILITY MADE BY RESIDENT HEREUNDER.**

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Addendum as of **Jan 27, 2025**.



Initial: \_\_\_\_\_

<sup>4</sup> *Jesse E Tymas*      <sup>5</sup> *Collin Noble*

# CRIME/DRUG FREE HOUSING ADDENDUM

This Crime/Drug Free Housing Addendum (this "Addendum") dated **Jan 27, 2025**, is part of the Residential Lease Contract (the "Lease Contract") between **CH REALTY X-PREISS SH RALEIGH VALENTINE LLC** ("Owner") and **Jesse E Tymas** ("Resident") for a bedroom or bed space located at (the "Leased Premises"), which is located within **Valentine Commons** (the "Community").

**1. CRIME/DRUG FREE HOUSING POLICY.** In consideration of the execution or renewal of the Lease Contract, Owner and Resident agree as follows:

- A.** Resident, Resident's guests, and all other persons affiliated with Resident, shall not engage in any illegal or criminal activity, including drug-related criminal activity, on or about the Community. "Drug related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use an illegal or controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802).
- B.** Resident, Resident's guests, and all other persons affiliated with Resident, shall not engage in any act intended to facilitate any type of criminal activity, including drug-related criminal activity, on or about the Community.
- C.** Resident, Resident's guests, and all other persons affiliated with Resident, shall not permit the Community to be used for, or to facilitate any type of criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a guest, or any other person affiliated with Resident.
- D.** Resident, Resident's guests, and all other persons affiliated with Resident, shall not engage in the unlawful manufacture, sale, use, possession, or distribution of illegal or controlled substances or paraphernalia as defined in city, county, state or federal laws, including but not limited to the State of and/or the Federal Controlled Substances Act.

(So long as the manufacture, sale, use, possession, and distribution of marijuana remains a violation of federal law, violation of any such federal law shall constitute a material violation of the Lease Contract.)

- E.** Resident, Resident's guests, and all other persons affiliated with Resident, shall not engage in any illegal activity, including but not limited to: assault and battery, threatening or intimidating, criminal street gang activity, unlawful use and discharge of firearms, prostitution, or any breach of the Lease Contract that otherwise jeopardizes the health, safety, and welfare of Owner, Owner's Agents, or other residents, or involving imminent, actual or substantial property damage.

**2. VIOLATION OF CRIME/DRUG FREE HOUSING POLICY. RESIDENT ACKNOWLEDGES AND AGREES THAT ANY VIOLATION OF THE ABOVE PROVISIONS WILL BE DEEMED A MATERIAL VIOLATION OF THE LEASE CONTRACT AND GOOD CAUSE FOR TERMINATION OF TENANCY.** A single violation of any of the provisions of this Addendum will be deemed a serious violation, and a material default, of the Lease Contract. It is understood and agreed that a single violation will be good cause for termination of the Lease Contract. Notwithstanding the foregoing statements, Owner may terminate Resident's tenancy for any lawful reason, and by any lawful method, with or without good cause.

**3. ADDENDUM PERTINENCY.** In the event any provision in this Addendum is inconsistent with any provisions contained in other portions of, or attachments to, the Lease Contract, then the provisions of this Addendum shall govern.

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Addendum as of **Jan 27, 2025**.

\_\_\_\_\_  
(Resident)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Owner/Agent)

\_\_\_\_\_  
Date

<sup>1</sup> Jesse E Tymas      <sup>2</sup> Collin Noble



## SMOKE-FREE ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated Jan 27, 2025, and is between the Owner of Valentine Commons ("Owner") and Jesse E Tymas, (collectively and individually "Residents"), for the premises at (the "Leased Premises"), which is located within Valentine Commons (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

1. **NO-SMOKING POLICY.** All forms of smoking inside the Leased Premises, or any apartment, building, or interior of any portion of the Residential Community is strictly prohibited. Any violation of the No-Smoking Policy is a material violation of this Addendum and the Agreement. The prohibition on smoking of any tobacco products extends to Resident, Resident's guests, and all other persons affiliated with Resident, while present on or in any portion of the Residential Community. The No-Smoking Policy and rules extend to, but are not limited to, the following: apartments, building interiors and hallways, common areas, management and leasing offices, and all other spaces in the interior of the Residential Community.

(Smoking of non-tobacco products which are harmful to the health, safety, and welfare of Owner, Owner's Agents, or other residents, is also prohibited by this Addendum and other provisions of the Agreement inside any apartment or building.)

2. **DEFINITION OF SMOKING.** "Smoking" refers to any use or possession of any lighted, burning, or ignited cigar, cigarette, pipe, or other tobacco-related products, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. Smoking also refers to use or possession of any lighted, burning, or ignited non-tobacco products if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons, and include, but are not limited to, marijuana.
3. **PURPOSE OF NO-SMOKING POLICY.** Owner wishes to reduce or eliminate the following: a) the irritation and known health effects of secondhand smoke; b) the increased maintenance, cleaning and redecorating costs from smoking; c) the increased risk of fire; and d) the increased insurance costs associated with smoking. Resident is responsible for communicating the No-Smoking Policy to guests, and all other persons affiliated with Resident, and for ensuring compliance with this Addendum.
4. **PERMITTED SMOKING AREAS.** Smoking is permitted only in the following designated areas: At least 10 feet away from building(s) including entry ways, stair ways, porches, balconies and patios. Owner, in its sole discretion, may change its policy regarding smoking at any time if smoke is entering other apartments or buildings or if it is interfering with the health, safety, or welfare or disturbing the quiet enjoyment, or business operations of Owner, Owner's Agents, or other residents or guests.
5. **LIABILITY FOR DAMAGES AND COSTS.** Resident will be responsible for payment of all damages and costs to the Leased Premises, other apartments, or any other portion of the Residential Community for repair, replacement, or cleaning due to smoking or smoke related damage caused by Resident, Resident's guests, and all other persons affiliated with Resident. Resident acknowledges that any damages or costs Owner incurs related to repairs, replacement, and cleaning due to smoking or due to violation of the No-Smoking Policy are not considered normal wear and tear.  
  
Resident will also be liable for any financial damages or other losses suffered by Owner due to smoking or smoke-related damages caused by Resident, Resident's guests, and all other persons affiliated with Resident.
6. **NO GUARANTEE OF SMOKE-FREE ENVIRONMENT.** Resident acknowledges that, while Owner adopts a no-smoking policy, Owner does not guarantee or warranty Resident's health or the smoke-free condition of the Leased Premises or the Residential Community. Owner makes no implied or express warranties that the Leased Premises or the interior of any portion of the Residential Community will have higher air quality standards than any other areas. Resident understands that the success of Owner's efforts to make the Residential Community smoke-free is dependent on voluntary compliance by Resident and others.
7. **VIOLATION OF NO-SMOKING POLICY.** Resident acknowledges and agrees that Owner has the right to terminate the Agreement or right of occupancy of the Leased Premises for any violation of the No-Smoking Policy. Violation of any of the provisions of this Addendum will be deemed a material violation of the Agreement.

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Addendum as of Jan 27, 2025.

\_\_\_\_\_  
(Resident)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Owner/Agent)

\_\_\_\_\_  
Date

<sup>1</sup> Jesse E Tymas      <sup>2</sup> Collin Noble

## BEDBUG ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated **01/27/2025**, and is between the Owner of **Valentine Commons** ("Owner") and **Jesse E Tymas**, (collectively and individually "Residents"), for the premises at **3009 M.E. Valentine Dr, Raleigh, NC 27607 United States** (the "Leased Premises"), which is located within **Valentine Commons** (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

It is our goal to maintain the highest quality living environment for our Residents. The Owner has inspected the Leased Premises prior to executing this Agreement and knows of no bedbug infestation. Residents have an important role in preventing and controlling bed bugs. While the presence of bed bugs is not always related to personal cleanliness or housekeeping, good housekeeping will help control the problem by identifying bed bugs, minimizing an infestation, and limiting its spread. It is important to underscore that travelers are mainly responsible for the transfer of bed bugs.

**Residents represent that all furnishings and other personal property that will be moved into the Leased Premises are free of bedbugs.**

\_\_\_\_\_ (Residents Initials)

Residents agree to maintain the Leased Premises in a manner that prevents the occurrence of a bed bug infestation in the Leased Premises. Residents further agree to uphold this responsibility in part by complying with the following list of responsibilities:

**1. Residents will practice good housekeeping, including the following:**

- Residents will check for hitch-hiking bedbugs. If you stay in a hotel or another home, inspect your clothing, luggage, shoes, and belongings for signs of bed bugs before you enter your apartment. Check backpacks, shoes, and clothing after visits to friends or family, theaters, or after using public transportation. After guests visit, inspect beds, bedding, and upholstered furniture.
- Residents will remove clutter. Bed bugs like dark, concealed places, such as in and around piles of clothing, shoes, stuffed animals, laundry, especially under the bed and in closets. Reducing clutter also makes it easier to carry out housekeeping.
- Residents will keep the unit clean. Vacuum and dust regularly, particularly in the bedroom, being especially thorough around and under the bed, drapes, and furniture. Use a brush attachment to vacuum furniture legs, headboard, and in and around the nightstand. While cleaning, look for signs of bed bugs, and report these immediately.
- Residents will arrange furniture to minimize bed bug hiding places. If possible, keep beds and upholstered furniture several inches away from the walls. Bed bugs can jump as far as three inches.
- Residents will cover mattresses and box springs with zippered covers that are impermeable to bed bugs. These are relatively inexpensive, and can prevent bed bugs from getting inside the mattress, their favorite nesting spot. The covers will also prevent any bugs inside from getting out; they will eventually die inside the sealed cover (though this may take many months). Thicker covers will last longer.
- Residents will avoid using appliances, electronics and furnishings that have not been thoroughly inspected for the presence of bedbugs. Make sure that the electronics, appliance, or furniture company has established procedures for the inspection and identification of bed bugs or other pests. This process should include inspection of trucks used to transport appliances, electronics, or furniture. Never accept an item that shows signs of bedbugs. Never take discarded items from the curbside or trash enclosures.

**2. Residents will report any problems immediately. Specifically, Residents will:**

- Report any signs of bed bugs immediately. Do not wait. Even a few bugs can rapidly multiply to create a major infestation that can spread from unit to unit.
- Report any maintenance needs immediately. Bed bugs like cracks, crevices, holes, and other openings. Request that all openings be sealed to prevent the movement of bed bugs from room to room.

3. Residents will cooperate with pest control efforts. If your unit (or a neighbor's unit) is infested with bed bugs, a pest management professional may be called in to apply pesticides. The treatment is more likely to be effective if your unit is properly prepared. Residents will comply with the recommendations from the pest management professional, including:
- Removing all bedding (bed skirts too), drapes, curtains, and small rugs; bag these for transport to the laundry or dry cleaner.
  - Checking mattresses carefully; those with minimal infestation may be cleaned, encased in vinyl covers, and returned to service. Heavily infested mattresses are not salvageable; seal these in plastic and dispose of them properly.
  - Emptying dressers, nightstands, and closets. Remove all items from floors and surfaces. Inspect every item for signs of bed bugs. Using sturdy plastic bags, bag all clothing, shoes, boxes, toys, stored goods, etc. Bag washable and non-washable items separately. Take care not to tear the bags, and seal them well. Used bags must be discarded properly.
  - Vacuuming floors, including inside closets. Pay special attention to corners, cracks, and dark places.
  - Vacuuming all furniture, including inside drawers and nightstands. Vacuum mattresses, box springs, and upholstered furniture, being sure to remove and vacuum all sides of loose cushions, as well as the undersides of furniture.
  - Carefully removing vacuum bags, sealing bags in plastic, and discarding.
  - Cleaning all machine-washable bedding drapes, clothing, etc. Use the hottest water the machine provides, and dry at highest heat setting. Take other items to a dry cleaner, but be sure to advise the dry cleaner that the items are infested. Discard any items that cannot be decontaminated.
  - Moving furniture toward the center of the room, so that technicians can easily treat carpet edges where bed bugs congregate, as well as walls and furniture surfaces. Be sure to leave easy access to closets.
4. Residents agree to indemnify and hold harmless the Owner from any actions, claims, losses, damages, and expenses, including, but not limited to, attorneys' fees that the Owner may sustain or incur as a result of the negligence of the Residents or any guest or other person living in, occupying, or using the Leased Premises.

INTENDING TO BE BOUND, the parties hereto have executed this Addendum as of the day and year first above written.



Initial: \_\_\_\_\_

<sup>2</sup> Jesse E Tymas      <sup>3</sup> Collin Noble

# MOLD DISCLOSURE ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated 01/27/2025, and is between the Owner of Valentine Commons ("Owner") and Jesse E Tymas, (collectively and individually "Residents"), for the premises at 3009 M.E. Valentine Dr, Raleigh, NC 27607 United States (the "Leased Premises"), which is located within Valentine Commons (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

## MOLD WARNING

Mold consists of naturally occurring microscopic organisms which reproduce by spores. Mold breaks down and feeds on organic matter in the environment. The mold spores spread through the air and the combination of excessive moisture and organic matter allows for mold growth. Not all, but certain types and amounts of mold can lead to adverse health effects and/or allergic reactions. Not all mold is readily visible, but when it is, can often be seen in the form of discoloration, ranging from white to orange and from green to brown and black, and often there is a musty odor present. Reducing moisture and proper housekeeping significantly reduces the chance of mold and mold growth. If moisture is allowed to accumulate in the Leased Premises, it can cause mold and mildew growth. Mold can grow on damp surfaces within 24 to 48 hours. There are no established guidelines for unacceptable air quality caused by mold.

## OWNER'S DISCLOSURE

Owner has inspected the Leased Premises and has no knowledge of mold and/or mildew contamination located in or around the Leased Premises.

## MOLD/MILDEW PREVENTION

To prevent mold and/or mildew contamination, Residents shall maintain the Leased Premises in a manner that prevents mold or mildew growth within the Leased Premises, which includes, but is not limited to:

1. Inspecting the Leased Premises regularly for the indications and sources of indoor moisture.
2. Keeping the Leased Premises free from moisture, dirt and debris that can harbor mold. Maximizing the circulation of air by keeping furniture away from walls and out of corners.
3. Cleaning and drying any visible condensation/moisture on windows and window tracks, walls, and any other surfaces, including personal property, as soon as reasonably possible.
4. Using reasonable care to close all windows and other openings to prevent outdoor water from penetrating into the interior of the Leased Premises.
5. Utilizing bathroom fans while showering or bathing, and utilizing stove hood vents/exhaust fans whenever cooking, washing dishes, or cleaning.
6. If Leased Premises will not be occupied for a period of 24 hours or more, Residents shall set air conditioning to a temperature range between 75 degrees F and 85 degrees F, and will set the fan to "auto" in order to prevent conditions that can lead to excessive condensation buildup and/or mold/mildew growth.

## BREACH OF THIS ADDENDUM

All terms of this Addendum are material in nature. Residents expressly agree that N.C. Gen. Stat. § 42-10 shall not apply to Residents' tenancy at the Leased Premises. Should Residents fail to honor any term or condition of this Addendum, Residents shall be in default of the Residential Lease Contract and in such an event, Residents shall be subject to any and all of Owner's remedies listed herein. In addition, Residents agree to the following:

Should Residents fail to honor the duties under this Addendum, and should mold result directly or indirectly from Residents' failure, Residents understand and agree that:

1. Such failure shall be considered an act of contributory negligence against Residents' own self-interest, and as such, Residents shall be solely responsible for any injuries or adverse medical conditions suffered by Residents relating to mold or moisture;
2. Such failure was a violation of the duties under N.C. Gen. Stat. § 42-43, and as such, Residents agree that, pursuant to N.C. Gen. Stat. § 42-41, Owner is released from its duties to provide Residents with a habitable premises as normally required by N.C. Gen. Stat. § 42-42.

**Residents agree to immediately notify Owner, in writing, of the presence of any mold or mildew growth on surfaces inside the Leased Premises. In furtherance of such obligation, Residents agree to immediately notify Owner, in writing of any discoloration evidenced on walls, floors, or ceiling and/or any water intrusion, such as roof leaks, window leaks, plumbing leaks, drips, flooding, or "sweating" walls or pipes. Residents shall allow Owner to enter the Leased Premises to inspect and make necessary repairs, in the event mold or water intrusion is present. If Residents fail to comply with this Addendum, Residents can be held responsible for property damage to the Leased Premises and any**

1 287

health problems that may result.

INTENDING TO BE BOUND, the parties hereto have executed this Addendum as of the day and year first above written.



Initial: \_\_\_\_\_

<sup>2</sup> *Jesse E Tymas*      <sup>3</sup> *Collin Noble*

## ANIMAL ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated Jan 27, 2025, and is between the Owner of Valentine Commons ("Owner") and Jesse E Tymas, (collectively and individually "Residents"), for the premises at (the "Leased Premises"), which is located within Valentine Commons (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

1. **DESCRIPTION OF ANIMALS.** Subject to strict compliance with this Addendum, Residents are permitted to have the below described animals in the Leased Premises until the expiration of the Lease Contract. Residents acknowledge that authorization may be sooner terminated if: a) Residents' tenancy is lawfully terminated; or b) Residents, or Residents' guests, violate any of the terms or conditions of this Addendum.

Animal Type	Breed	Color	Name	Age
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Residents may not substitute any other animals. Neither Residents nor Residents' guests may bring any other animal – mammal, reptile, bird, amphibian, fish, rodent, arachnid, or insect – onto the Leased Premises or the Community.

2. **ANIMAL RENT.** Residents agree to pay Owner a sum of \$25.00, per animal, as animal rent, due on the 1st day of each month with the regular installment payment. The installment amount listed in Section 4 of the Lease Contract (entitled "Rent") includes the animal rent.
3. **ANIMAL DEPOSIT.** Residents agree to pay Owner a sum of \$0.00, per animal, as an animal deposit, due prior to move-in. Owner will consider the animal deposit part of the security deposit for all purposes, and is not limited in use to damages caused by the animals listed in this Addendum. The deposit amount listed in Section 4 of the Lease Contract (entitled "Security Deposit") includes the animal deposit. Refund of the security deposit will be subject to the terms and conditions set forth in the Lease Contract, and the animal deposit is not separately refundable even if the animals are removed prior to the end of the tenancy.
4. **ADDITIONAL FEE.** Residents agree to pay Owner a sum of \$350.00, per animal, as a non-refundable animal fee, due prior to move-in. The non-refundable animal fee will not be returned or credited to any charges owed by Residents at the time of move out.
5. **ANIMAL RULES.** Residents are responsible for the animals brought onto the Leased Premises and/or the Community by Residents and Residents' guests, even if the animals do not belong to Residents. Residents agree to abide by the following rules:
- Residents acknowledge and agree that the apartment, which includes the Leased Premises, shall be limited to a maximum of 2 animal(s) collectively between Residents and co-residents.
  - Animals must not disturb other residents, regardless of whether animals are inside or outside the Leased Premises.
  - Animals must be under Residents' supervision when outside the Leased Premises, and shall not be tied to anything or left unattended outside the Leased Premises – except for areas designed to Residents' exclusive use.
  - Owner may, but has no obligation to, retrieve and return unleashed animals to the Leased Premises, or report them to the proper authorities. Owner may impose reasonable charges for picking up and/or keeping unleashed animals.
  - Due to health regulations, Residents must not let non-support animals into pool areas, laundry rooms, offices, or other recreational facilities.
  - Animals must be housebroken, and may not weigh more than 50 lbs pounds, fully grown, unless otherwise agreed to by Owner in writing. No animal offspring are allowed.
  - Animals must be fed and watered inside the Leased Premises. Do not leave animal food or water outside the Leased Premises at any time – except for areas designed to Residents' exclusive use. Residents should not leave animals on patios or balconies, if applicable, for extended periods of time.
  - Owner is not obligated to make necessary or requested repairs while unattended animals are present in the Leased Premises.
  - Residents are prohibited from letting animals defecate or urinate anywhere on the grounds of the Community. Residents must take animals off the Community grounds for that purpose. If animals defecate anywhere in the Community, Residents will be responsible for immediately removing the waste and repairing any damage. Patios and balconies, if applicable, should be kept clean of animal droppings, especially during hot weather when odors from such can be extremely offensive to other residents.
10. Notwithstanding anything to the contrary in this Addendum, Residents must comply with all local, state and federal laws

and ordinances regarding animal defecation, ownership and care.

11. Owner reserves the right to make reasonable changes to the animal rules from time to time, in accordance with applicable laws. Owner will distribute written notice of any changes to the animal rules to all residents who are allowed to have animals.
12. Residents hereby represents and warrants that the above described animals has been properly licensed and inoculated as required by local law and Residents agree to maintain such licensing and inoculation of the animals and to furnish Owner with evidence thereof promptly upon request.

**6. ANIMAL RESTRICTIONS.** Restricted animals and/or breeds include, but are not limited to, the following:

1. Animals: Birds, Parrots, Toucans, Hamsters, Gerbils, Snakes, Frogs, Spiders, Ferrets, Exotic Animals
2. Breeds: Pit Bulls, Rottweilers, German Shepherds, Akita, Dobermans, Chowchows, Wolf Hybrid, Bull Mastiff, Dalmatian

**7. COMPLAINTS ABOUT ANIMALS.** Residents will be asked to remove any animal that regularly disturbs other residents, whether inside or outside the Leased Premises, or constitutes a problem or obstruction to Owner or Owner's agents from properly performing their functions, duties and responsibilities. In this event, Residents must immediately and permanently remove the animal from the Leased Premises.

**8. OWNER'S REMOVAL OF ANIMALS.** Under certain circumstances, Owner may allow animal control, a local humane society or an analogous entity to enter the Leased Premises and remove an animal in accordance with applicable law if, in Owner's sole judgment, Residents have: a) abandoned an animal; b) left an animal in the Leased Premises for an extended period of time without food or water; c) failed to care for a sick, injured or dying animal; or d) violated the animal rules or any law applicable to animals.

**9. VIOLATION OF RULES.** If Residents, or Residents' guests, violate any rule or provision of this Addendum, Owner reserves the right to demand that Residents remove animals immediately and permanently from the leased Premises. Owner will also have all other rights and remedies set forth in the Lease Contract including, but not limited to, damages and eviction, to the extent allowed by applicable law.

1. If Residents brings unauthorized animals onto the Leased Premises and/or the Community, Residents agrees to pay Owner a sum of **\$500.00**. Said sum shall not limit Owner's right to terminate the tenancy, force Residents to remove the animals, and/or evict Residents, based upon any violation of this Addendum.

2. If Residents fails to remove animal waste from the Community and Owner is required to make arrangements to have the waste removed, Residents agrees to pay Owner a sum of **\$25.00 per violation**. Said sum shall not limit Owner's right to terminate the tenancy, force Residents to remove the animals, and/or evict Residents, based upon any violation of this Addendum.

**10. SUPPORT OR SERVICE ANIMALS.** Residents acknowledge that the ownership of or need for a support or service animal does not entitle Residents to permit the animal to bother, disturb, threaten or harm other residents or persons without cause. Residents understand that the animal must be supervised while in common areas of the Community, and Residents must maintain control of the animal at all times. Residents are responsible for the proper disposal of animal waste, and is responsible for the care of the support or service animal. Owner will not charge a security deposit for the support or service animal. Residents will, however, be liable for any damages that the animal may cause. Residents acknowledges and agrees that if the animal violates the rules in this Addendum, Owner has the right to evict both Residents and the support or service animal, as well as exercise other remedies under the Lease Contract.

If your animal is classified as a support or service animal, their information will be listed below.

Animal Type	Breed	Color	Name	Age
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**11. LIABILITY FOR DAMAGES, INJURIES, CLEANING, ETC.** Any additional rent or deposits under this Addendum will not limit Residents' liability for property damages, cleaning, deodorization, defleaing, replacements, or personal injuries. Residents will be liable for the entire amount of all damages caused by the animals. This provision applies to all parts of the Leased Premises, including carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, as well as landscaping and other outside improvements. If items cannot be satisfactorily cleaned or repaired, Residents must pay for Owner to replace them. Payment for damages, repairs, cleaning, replacements, and the like are due immediately upon demand. Residents are strictly liable for the entire amount of any injury that the animals cause to another person or to anyone's property. Residents will indemnify Owner for all costs of litigation and attorney's fees resulting from any such injury or damage.

In the event of a conflict between any provision in this Special Provision section and this Addendum or the

Agreement, the provision in this Special Provision section shall control.

• (1) Required Animal Documentation: In order to fully approve the animal(s) described in Paragraph 1 of this Addendum, the following must be submitted to Owner for each animal: All vaccination/inoculation records showing at minimum distemper and rabies vaccinations, and listing the animal's breed and weight; a picture of the animal taken in the last 3 months; veterinary contract information; and whether the animal is spayed or neutered. Owner reserves the right to require Residents to submit this documentation to a third-party for approval, and to require payment to third-party for this process. (2) Restricted Breeds: German Shepherd, Akita, Doberman Pinscher, Rottweiler, Dalmatian, Pit Bull, Chow, Wolf Hybrid or Bull Mastiff. Restricted Animals: birds, parrots, toucans, hamsters, gerbils, snakes, frogs, spiders, ferrets or other exotic animals.

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Addendum as of Jan 27, 2025.

\_\_\_\_\_  
(Resident)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Owner/Agent)

\_\_\_\_\_  
Date

<sup>3</sup> *Jesse E Tymas*      <sup>4</sup> *Collin Noble*



## CONCESSION ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated **Jan 27, 2025**, and is between the Owner of **Valentine Commons** ("Owner") and **Jesse E Tymas**, (collectively and individually "Residents"), for the premises at (the "Leased Premises"), which is located within **Valentine Commons** (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

CONCESSIONS	
1. Monthly Concession: Employee Unit Rent Credit	700.00
2. Total One-Time Concessions:	\$180.00
(Concessions not applied for full lease term are not factored into Installment Payments)	

THE UNDERSIGNED HEREBY AGREE, the concessions listed above are given to Resident as an incentive and with the understanding that Resident will fulfill all obligations under the Lease Contract for the full lease term. If Resident fails to pay rent on time pursuant to the terms and conditions of the Lease Contract, in addition to all other rights and remedies available to Owner for such a violation, Resident will not be entitled to concession amount attributed to that month and Owner, in its sole discretion, may require Resident to pay the full rent amount (as if no concession was given) for that month. Resident understands that concessions are a discount of rent only and not a discount of any other sums due to Owner under the Lease Contract.

In the event of lease termination due to violation of the Lease Contract, this Addendum will be immediately terminated, and Resident will be required to immediately repay Owner, without further notice from Owner, the amounts of all concessions that Resident received while residing at the Leased Premises.

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Addendum as of **01/27/2025**.

\_\_\_\_\_  
(Resident)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Owner/Agent)

\_\_\_\_\_  
Date

<sup>1</sup> Jesse E Tymas      <sup>2</sup> Collin Noble

# RALEIGH PROP ADDENDUM

1. For mutual and proper consideration, the receipt of which is acknowledged by all of the undersigned parties to this document, this document shall serve as an addendum ("the Addendum") to the residential lease contract (the "Lease") between **The Preiss Company** as Lessor (hereinafter referred to as "We" or "Us" or in similar possessive forms) and **Jesse E Tymas** as Lessee(s) (hereinafter referred to as "You" or in similar possessive forms) for the real property located at an address of (referred to as either "the Home" or "the Premises"). Where the terms of the Lease and this Addendum may conflict, the terms of this Addendum shall control.
2. **THE PROP ORDINANCE.** In 2003, the City of Raleigh passed the Probationary Rental Occupancy Permit Ordinance (Raleigh Code of Ordinances §12-2162 *et seq.*, hereinafter generally referred to as the "PROP" ordinance). The PROP ordinance regulates the activities of rental residents in residential rental property, and it lays out several punishments related to such activity.
3. **REGULATED ACTIVITIES.** The Raleigh PROP ordinance states that We and the Premises shall receive a "strike" for the following offenses (generally referred to as "regulated activities") as defined in §12-2163 (l) of the PROP ordinance:
  - a. Civil and criminal violations of the "nuisance party" ordinance §13-3017;
  - b. Civil and criminal violations of the "prohibited noise" ordinance §12-5007;
  - c. Violation of the occupancy restrictions set forth in §10-2151;
  - d. The possession of an unlicensed, uninspected or inoperable vehicle on the property;
  - e. Causing a nuisance as defined in §12-6002 on the premises;
  - f. Criminal activity, such as prostitution unlawful quantities of alcohol, gaming, possession of stolen property, disorderly conduct, or unlawful weapons possession.
4. **DEFINITION OF "STRIKE."** For the purposes of this lease, the term "strike" shall mean the determination by the City of Raleigh that a regulated activity occurred at the Premises (see §12-2163(m)). Each regulated activity had a different number of occurrences which are allowed before a property is placed on probationary status.
5. **DEFINITION OF PROBATIONARY STATUS.** The Premises is placed on probationary status if it has exceeded the number of occurrences of regulated activities permitted by §12-2163(l). You understand and agree that probationary status causes great financial hardship on Us, and that Our damages from such probationary status may be substantial in nature.
6. **OCCURRENCE OF ANY REGULATED ACTIVITY A DEFAULT OF LEASE.** You shall be in default (and in *material noncompliance* should the Lease use such a term) of the Lease if You are charged, either as a civil or a criminal violation, for any regulated activity. In the event of any default of the Lease, We shall have any and all legal remedies against You under the Lease and the applicable law including, but not limited to (i) the immediate right to re-enter and re-take possession of the Premises without notice to you of any kind and (ii) to file a summary ejectment lawsuit against You immediately upon Your default. A conviction or admission of liability is not required for Us to prevail in any summary ejectment lawsuit filed against You; rather, We only need to show, by a preponderance of the evidence, that You engaged in a regulated activity. Additionally, it shall be also considered a default if You engage in any conduct that a reasonable person would conclude is a regulated activity or activity that otherwise causes a nuisance or disturbance to any third party or violates any City of Raleigh code provision, regardless of whether Your conduct that results in a citation, arrest or conviction. Also, You shall be deemed to have engaged in a regulated activity in the event You or any household member engages in criminal activity anywhere and at any time during the term of the Lease.
7. **NON-WAIVER.** We shall not be deemed to have waived the right to evict for a breach under this Addendum, and We may collect rent with full knowledge of any breach of this Addendum without waiving Our right to enforce any remedy described herein, unless We have provided You with a signed writing that explicitly and with particularity waives Our right to evict for the breach.
8. **ANY "STRIKE" A DEFAULT.** Any action or inaction or omission by You or any guest or visitor or occupant that causes a "strike" to be placed on any property owned or managed by Us shall be a default of the Lease.
9. **COMPUTATION OF DAMAGES.** If You or your guests or visitors or occupants, by any action or inaction or omission, cause any property owned or managed by Us to be issued a strike or otherwise cause Us or the Premises or any property owned or managed by Us to be placed on probationary status with the City of Raleigh, You shall be liable to Us for any and all damages which may incur as a result of the strike or the probationary status, including but not limited to any of the following (i) lost rents, (ii) daily fines and other related fines, (ii) penalty or enrollment fees paid to the City of Raleigh, and (iv) attorney's fees. In addition, if the Premises or the property on which the Premises is located is currently being marked for sale, You shall be liable to Us for any diminution in property value related to a strike or probationary status that We incurred due to Your action or inaction or omission resulting in the strike or probationary status.
10. **INDEMNIFICATION.** You shall indemnify Us and hold Us harmless from any and all costs, rents, fines, fees, attorney's fees, and any other monetary damage We may incur that is related to any action or inaction or omission by You or your guests

or visitors or occupants causing any property owned or managed by Us to be issued a strike or to cause Us or the Premises or any property owned or managed by Us to be placed on probationary status with the City of Raleigh.

- 11. DUTY TO INFORM.** You understand and agree that in the event You or any occupant or guest or visitor receives any citation or warning from a law enforcement officer or government official related to any regulated activity, You shall provide Us written notice within twenty-four (24) hours of the citation.
- 12. SEVERABILITY.** Should any court of law consider any provision of this Addendum to be unenforceable, then that provision shall be considered severed from this Addendum and the remainder of this Addendum shall continue in full force and effect. If required, the parties agree that a court of law shall construe the remaining non-severed provisions in a context consistent with the Addendum as a whole.

Signed this on **Jan 27, 2025**.

_____	_____	_____	_____
(Resident)	Date	(Owner/Agent)	Date

## CONTROLLED ACCESS GATE NOTIFICATION AGREEMENT

For and in consideration of the Lease of which this Addendum is a part, the undersigned Resident certifies that he or she has read and understands and agrees to the following:

Resident acknowledge that Owner has furnished a controlled access gate ("Gate") on the Property for the sole purpose of protecting the Property and not for Residents security; any benefit Resident may receive is only incidental to the purpose of protecting the property.

The installation or use of the Gate shall not in any way prevent Owner, at any time, from permanently removing the Gate. Owner has absolutely no obligation to continue to maintain the Gate and should Owner elect at any time to remove the Gate, Owner shall be under no obligation to notify Resident of the removal and the removal shall not be a breach of any express or implied warranty, covenant or obligation.

Resident represents and warrants that Resident understands how to use the Gate and how the Gate functions. Resident further represents and warrants that Resident shall not act in any way to impair the use or function of the Gate. Resident will notify Owner should Resident discover that the function of the Gate is impaired.

Owner's installation or use of the Gate does not constitute a voluntary undertaking, representation or agreement by Owner to provide security for Resident and his or her guests and/or invitees. There is absolutely no guaranty that the presence of the Gate will in any way increase Resident's personal security or the safety of his or her guests and/or invitees or their respective belongings. The Gate is a mechanical device and can be rendered inoperative at any time.



Initial: \_\_\_\_\_

<sup>1</sup> *Jesse E Tymas*      <sup>2</sup> *Collin Noble*

## GUARANTOR ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated **Jan 27, 2025**, and is between the Owner of **Valentine Commons** ("Owner") and **Jesse E Tymas**, (collectively and individually "Residents"), for the premises at (the "Leased Premises"), which is located within **Valentine Commons** (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

PARTIES AND LEASED PREMISES				
<b>Owner</b> CH REALTY X-PREISS SH RALEIGH VALENTINE LLC	<b>Address</b> 3009 M.E. Valentine Dr Raleigh, NC 27607	<b>Phone</b> (919) 720-4023		
<b>Resident</b> Jesse E Tymas	<b>Address</b>	<b>Email Address</b> 19jessetymas@gmail.com		
<b>Guarantor</b> Laura Webb Tymas	<b>Address</b> 7 Promenade Ct. , Durham, NC 27713	<b>Email Address</b> ltymas@msn.com		
<b>Community</b> Valentine Commons				
<b>Street Address</b>	<b>City</b>	<b>State</b>	<b>ZIP</b>	<b>County</b> Wake
LEASE TERM				
<b>Installments</b> 12 Installments	<b>Start Date</b> 08/14/2025	<b>End Date</b> 07/23/2026	<b>Date Signed</b> 01/27/2025	
RENT				
<b>Payable To</b> Valentine Commons	<b>Address</b> 3009 M.E. Valentine Dr Raleigh, NC 27607	<b>Phone</b> (919) 720-4023		
<b>Initial Late Fee Amount</b> 5%	<b>Daily Late Fee</b> \$0.00	<b>Due On</b> 1st	<b>Late On</b> 6th	

THE UNDERSIGNED HEREBY AGREE, the above listed Guarantor(s) ("Guarantor") unconditionally guarantees all obligations of Resident under the Lease Contract including, but not limited to, rent, late charges, property damage, repair costs, animal violation charges, utility payments, and all other sums due to Owner under the Lease Contract. Guarantor's obligations will continue and will not be affected by amendments, modifications, bedroom or apartment changes, or renewals in the Lease Contract. If Owner delays or fails to exercise lease rights, pursue remedies, give notices or make demands to Guarantor, it will not be considered a waiver of Owner's rights. All of Owner's remedies against Resident, as authorized by the Lease Contract or by applicable law, apply to Guarantor as well. Resident and Guarantor are jointly and severally liable for all obligations under the Lease Contract. It is unnecessary for Owner to sue or exhaust remedies against Resident in order for Guarantor to be liable.

A facsimile or electronic signature on this Addendum will be just as binding as an original signature. Guarantor does not need to sign or be named in the Lease Contract, only this Addendum. This Addendum is part of the Lease Contract and must be performed in the county where the Leased Premises is located.

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Addendum as of **01/27/2025**.

\_\_\_\_\_  
(Guarantor)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Owner/Agent)

\_\_\_\_\_  
Date

<sup>1</sup> *Laura W Tymas*      <sup>2</sup> *Collin Noble*

## VALET TRASH ADDENDUM

Valet trash service will be provided for each resident **5 days per week (Sunday - Thursday)**. The cost for trash collection is per month. A container will be provided to each resident and must be used in conjunction with the valet service. **Containers with bagged trash should be placed outside front door only between the hours of 7 pm - 9 pm.** Service will begin at **7 pm**. All trash must be in bags and securely tied. Bags must be placed inside the container. No trash will be collected without the use of the container. No loose trash will be collected. All boxes must be broken down and flattened. After collection, residents are required to bring containers inside **7:00 am the following day**. Containers are the property of the valet service provider. It is the responsibility of each resident to keep his or her container clean. There will be a **\$75.00** charge to the resident if an additional or replacement container is needed or if you take the container with you when you move out. Bags used for recycling must be blue or transparent. Containers with bagged trash should be placed outside from door only between the hours of 5:00 pm to 7:00 pm. Recycling must be placed in a blue or clear recycling bag and placed inside the trash can, not on top. Containers/trash may NOT be left out for any reason during non-designated times..

If any resident misses service on any of the designated nights, it is their responsibility to bring trash to the designated compactor or dumpster area or keep the trash inside his or her apartment until the next collection evening. **Containers/trash may NOT be left out for any reason during non-designated times.** If not complied with, resident will receive a warning. If after the first warning the resident is again in violation, his or her container will be removed and/or a fine of **\$25.00** per bag will be issued. Containers may be returned after a return fee is paid and with the resident's thorough understanding of the procedures for the service. If this problem continues beyond that, valet service for that resident will be terminated and disposing of trash will become the resident's responsibility. We hope everyone will follow the rules to enjoy this amenity. By not following the rules for our community, you are in violation of your lease agreement and this will be handled accordingly.

***By signing this form, you have stated that you have read and understand the policies and that you agree to abide by them.***

Initials \_\_\_\_\_

<sup>1</sup> Jesse E Tymas      <sup>2</sup> Collin Noble

## UTILITY ADDENDUM

This is an addendum to the Lease and controls in the event of conflict with the Lease. All capitalized terms not otherwise defined in this Utility Addendum ("Addendum") will have the same meaning as given in the Lease.

- 1. PAYMENT OF UTILITIES.** Responsibility for payment of utilities and services, including charges for usage, deposits, and any charges, taxes and fees associated with the utility service or billing (collectively, "costs") and the method of allocating the payment of utilities, services and costs will be as indicated below and are in accordance to the rules and regulations of the North Carolina Utilities Commission.

**a. Electric service and associated fees will be paid:**

- ☐ By Us, entirely
- ☒ Landlord will furnish a monthly credit (allowance) to each Resident in the amount of **\$0.00** for electric usage in the apartment home. Each Resident will pay any costs incurred by Landlord for usage above the applicable credit
  - ☐ Direct-metered. Please see the description below
  - ☒ Allocation: 50/50 Occupants. Please see the description below
- ☐ By you, directly to the service provider

**b. Water/Sewer service and associated fees will be paid:**

- ☒ By Us entirely
- ☐ By Us, up to a maximum of **\$0.00** per month. Any remainder will be charged to you through us or a billing company using one of the following methods:
  - ☐ Direct-metered. Please see the description below
  - ☐ Sub-metering. Please see the description below
- ☐ By you, directly to the service provider

**c. Trash service and associated fees will be paid:**

- ☐ By Us entirely
- ☒ By Us, up to a maximum of **\$0.00** per month. Any remainder will be charged to you through us or a billing company using one of the following methods:
  - ☒ Flat Rate, the current flat rate is **\$10.00** per month
  - ☐ Allocation: \_\_\_\_\_. Please see the description below
- ☐ By you, directly to the service provider

- 2.** The following are the applicable descriptions of the bill method(s) indicated above, minus any cap if applicable:

**Direct-Metered.** We will remain the customer of record for the utility. The local utility provider measures the utility usage in each apartment unit and bills us directly for such charges. The utility charges for each unit will be divided by the number of days each bed was occupied in each unit to come up with each resident's charge.

**Sub-Metered.** Your premises is sub-metered to determine water/sewer usage. You will pay for utility service based on the apartment unit's consumption measured by a submeter. Your sub-metered charges will be determined using either of the following methods:

- a.** Your apartment unit's measured consumption will be multiplied by a rate approved by the North Carolina Utilities Commission. The apartment unit's cost will then be divided by the number of days each bed was occupied in each unit to come up with each resident's charge.

**Allocation.** You will pay for utilities based on an allocation formula, not actual meter reads. The utility bills received by us from the local utility will be used to calculate the charges per resident. Your allocated charges will be determined using one of the following methods below:

- a. **50/50 Occupants.** Fifty percent of the property's utility bill will be allocated to each apartment unit based on a percentage assigned to each apartment unit based on the square footage of that apartment unit compared to the total amount of rentable and occupied square feet of all apartment units at the property. This per apartment unit cost will then be divided by the number of occupied beds in that unit to come up with each resident's charge. The remaining fifty percent of the property's utility bill will be allocated to each apartment unit based on a percentage assigned to each apartment unit based on the number of occupants residing in each apartment unit based on a percentage assigned to each apartment unit based on the number of occupants residing in each apartment unit compared to the total number of occupants at the property. This per apartment unit cost will then be divided by the number of occupied beds in that unit to come up with each resident's charge.
  - b. **Square Footage.** The property's utility bill will be allocated to each apartment unit based on a percentage assigned to each apartment unit based on the square footage of that apartment unit compared to the total amount of rentable and occupied square feet of all apartment units at the property. The per apartment unit cost will then be divided by the number of days each bed was occupied in that unit to come up with each resident's charge.
  - c. **Occupants.** The property's utility bill will be allocated to each apartment unit based on a percentage assigned to each apartment unit based on the number of occupants residing in each apartment unit based on a percentage assigned to each apartment unit based on the number of occupants residing in each apartment unit compared to the total number of occupants at the property. This per apartment unit cost will then be divided by the number of occupied beds in that unit to come up with each resident's charge.
  - d. **Factored Occupants.** The property's utility bill will be allocated to each apartment unit based on a percentage assigned to each apartment unit based on the number of occupants in that apartment unit compared to the total number of occupants at the property. For purposes of this calculation, a unit with one resident will be considered to have one occupant; a unit with two residents will be considered to have 1.6 occupants; and any additional occupants in the unit will be considered .3 additional occupants. Each apartment unit's charge will then be divided by the number of days each bed was occupied in that unit to come up with each resident's charge.
3. If a flat fee method for trash or other utility service is used, Resident and Owner agree that the charges indicated in this Addendum (as may be amended with written notice as specified above) represent a fair and reasonable amount for the service(s) provided and that the amount billing is not based on a monthly per unit cost.
4. Lessor of the premises ("Provider") has chosen to use a third-party utility billing service, **Simple Bills**, as its billing agent for electric utility service from the public utility ("Supplier"). Tenant shall enroll with **Simple Bills** (at [simplebills.com](http://simplebills.com)) prior to commencement of this lease and shall agree to **Simple Bills'** Terms of Service, which are consistent with this lease and which govern the relationship between **Simple Bills** and Tenant. Tenant shall be responsible for keeping his or her account active with **Simple Bills** during the lease term and until the final bill from **Simple Bills** is provided to Tenant. In the event of a conflict between this **Simple Bills** Lease Provision Pertaining to Utility Billing Service and any other provision in the lease, the terms of this addendum control.

**Simple Bills** will charge each tenant in a unit equally, on a pro rata basis, for the amount charged by the Supplier, less any amount charged by the Supplier that is not recoverable from the tenants, such as connection or disconnection charges, Provider late fees, or amounts attributed to excess usage as provided in Rule R-22-7(f) of the Rules and Regulations of the North Carolina Utilities Commission, and shall send one bill to each tenant in the unit. Tenant shall pay **Simple Bills** in full for all amounts billed.

In addition, **Simple Bills** will charge an administrative fee of **\$3.75** per tenant per month. If Provider offers a dollar allowance or conservation cap for utilities in the lease, **Simple Bills** shall credit or otherwise refund to Tenant the amount, if any, by which the amount specified in the lease exceeds the amount actually owed by Tenant for utility usage in the immediately preceding month.

Tenant must provide **Simple Bills** with a bank routing number and checking account number from an ACH-enabled checking account ("Payment Method") in order to use the service provided by **Simple Bills**. Tenant must maintain a valid Payment Method with **Simple Bills** during the lease term. Tenant is not required to pay using Payment Method, and may pay with a check, money order, recurring or one-time bank bill-payment, or bank draft.

Bills are due not less than twenty-five (25) days after the bill is mailed or otherwise delivered to the tenant ("Past Due Date"). **Simple Bills** does not charge late payment fees or returned check fees. If Tenant does not pay **Simple Bills** by the Past Due Date, Provider reserves the right to add any and all unpaid amounts authorized by the North Carolina Utilities Commission to Tenant's account with Provider. Any payment to the Provider shall be applied first to the rent owed, and then to charges for utility services, unless otherwise designated by the tenant.

Notwithstanding any other provision in the lease, Tenant's nonpayment of any electric utility bill, including associated fees, is not an event of default under this lease, and Lessor's remedies for such nonpayment are strictly limited to:

1. The right to recover such charges, along with any associated late fees, returned check charges, interest, reasonable attorney's fees, and court costs, where applicable and as provided by law;



2. The right to deduct unpaid electric charges, late fees, and returned check charges from Customer security deposit pursuant to N.C. GEN. STAT. § 42-52; and
3. The right to report Tenant's failure to pay any electric utility bill to any credit bureau or collection agency.

Provider shall not terminate a lease for nonpayment of the utility service. In addition, Provider shall not disconnect or request the Supplier to disconnect the utility service due to Tenant's nonpayment of a bill.

Provider will maintain, for a minimum of 36 months, records that demonstrate how each tenant's allocated costs were calculated for electric service, as well as, any other electric utility service-related fees charged to each tenant. These records shall be kept at an office at the apartment complex or some other designated local address and shall be made available during regular business hours for inspection by Tenant, the North Carolina Utilities Commission, or the Public Staff. Tenant may obtain a copy of those records at a reasonable cost, which shall not exceed twenty-five cents (25¢) per page. In addition, Provider will ensure that backup copies of these records are maintained, so that they will be available if the original records are lost or otherwise unavailable. Provider may delegate this responsibility to **Simple Bills**, but retains ultimate responsibility for ensuring that both the original records and the backup copies are maintained.

The third-party utility billing service provided by **Simple Bills** shall be governed by and provided in accordance with North Carolina law and the rules, regulations and orders of the North Carolina Utilities Commission. Tenant's rights with regard to utility billing are set out in Rule R-22 of the Rules and Regulations of the North Carolina Utilities Commission, a copy of which is available online at [www.ncuc.net](http://www.ncuc.net).

## 5. General Information:

- a. Any disputes relating to the computation or accuracy of your bills are between you and **Simple Bills**, rather than the utility. You are encouraged to file billing disputes in writing with the person identified on your bill to contact about disputes – usually us, or a billing company.
  - b. During reasonable business hours, you have a right to examine the following information which will be kept in the management office: (i) utility bills received from the respective utilities from the prior billing period and for all billing periods during the last twelve (12) months; (ii) calculations of your respective period's utility billings; (iii) calculations of average utility costs; (iv) your sub-meter readings and the readings from our master meter; and (v) any sub-meter test results if they have been tested during that time; and (vi) other information required to be kept pursuant to applicable rules and to allow you to verify our billings for utilities to you.
  - c. We will use our reasonable efforts to repair reported leaks and broken sub-meters within seven (7) days after you let us know, in writing, of the issue. If the respective utility in the common area is not metered, we will use reasonable efforts to have any leak repaired within seven (7) days after we become aware of the issue.
  - d. All Roommate Matching applicants must have utilities included in monthly rent.
6. Utilities not paid by us must remain on, in your name, through the Lease end regardless of whether you have moved out, except and unless you have sub-leased the Premises pursuant to the terms of the Lease. Refusal to maintain utility service in your name, when required to do so, will constitute a violation of the Lease and we may exercise all remedies available to us under the Lease.
  7. If Resident is required and fails to place all applicable utilities in Resident's name as of the starting date of the Lease term and Landlord is subsequently charged with utility charges attributable to Resident's occupancy, then Resident shall be issued (and shall pay) a bill for such services by Landlord or the billing provider (which shall include a service charge in the amount of **three dollars and seventy five cents (\$3.75)** on each occasion); such service charge is used to compensate Landlord for Resident's failure to become the customer of record for such accounts, including, but not limited to charges assessed by the third party billing provider to Landlord for processing of the bill for the delinquent time period, opportunity cost of the money not paid, and other administrative costs. Resident and Landlord agree that the charge described above is a reasonable estimate of the costs incurred. **NOTE: \$10.00 VCR Fee is the max that NC will permit.**
  8. We may furnish to the Premises a terminal, or where applicable, wireless access, for your connection to an internet service provider. When we provide internet access, you may find it necessary to purchase a network interface card or other hardware in order to connect to internet service. We are not responsible for the purchase of these items and we cannot guarantee compatibility with any device you may have. If you are in violation of the Lease or of an internet service provider's terms and conditions of service, we have the right, in addition to all other remedies provided by law or the Lease, to discontinue internet service connections to the Premises. We are not liable for any interruption, surge, inability to connect, failure or the internet provider to provide such services, nor for any damages, directly or indirectly related to such matters. We are also not liable for, and you agree to take sole responsibility for, and to indemnify, defend and hold Landlord and Manager harmless from, any damages or claims you or any other person may suffer or have as a result of your use of the internet, including, but not limited to, computer viruses, loss of data, invasion of privacy, defamation, fraud, and copyright and trademark infringement.
  9. If you want additional cable channels, or alternative providers of cable or internet services, the installation, maintenance and all monthly charges will be your sole expense, and you assume full liability for any damages caused by the installation of the above mentioned services. The installation of a satellite dish is not allowed.
  10. You agree not to tamper with, adjust, or disconnect any utility or sub-metering system or device. Violation of this provision constitutes a violation of this Addendum and the Lease and will entitle the Manager to exercise all remedies available under the Lease.

11. We are not liable for any losses or damages you incur as the result of outages, interruptions, or fluctuations, in utilities provided to your Apartment unless such loss or damage was the direct result of gross negligence of the Manager or its employees. You release Manager and Landlord for any and all such claims and waive any claims due to such outages, interruptions, or fluctuations.
12. Should any provision of this Addendum be found legally invalid or unenforceable, this does not invalidate or diminish any other provision herein. We will not be in default under any provision hereof unless you have provided us with written notice of the specific issue and we have failed to cure such matter within a reasonable time after receipt of your notice.
13. **Please note that Owner does not provide electric service, or provide any Conservation Cap as noted above, to one-bedroom Units. If you reside in a one-bedroom Unit, you must contact the local electric provider to establish your own electric service account, and shall be responsible for all such charges, deposits, fees, and payments connected therewith.**

\_\_\_\_\_  
[Tenant's Name] (Resident) Date

\_\_\_\_\_  
(Owner/Agent) Date

## Valentine Commons

### BROWNFIELDS ADDENDUM TO RESIDENTIAL LEASE CONTRACT

<b>Today's Date:</b> 01/27/2025	<b>Apartment:</b> The Haywood Platinum
<b>Resident(s):</b> Jesse E Tymas	<b>Lease Date:</b> 08/14/2025 - 07/23/2026

This Brownfields Addendum to the Residential Lease Contract (this "Brownfields Addendum") is made and entered into as of the same date as the Residential Lease Contract (the "Lease") to which this Brownfields Addendum is attached and made a part thereof by and between the Owner of the above referenced Community and Resident named above. The term "Lease" shall include the State Addendum to Residential Lease Contract (North Carolina) and all other addenda executed by the Resident. The terms of this Brownfields Addendum shall be in addition to the terms of the Lease as if the terms of this Brownfields Addendum were written into the Lease and in the event the terms of this Brownfields Addendum are inconsistent or conflict with the provisions of the Lease, the terms of this Brownfields Addendum shall control. For and in consideration of the mutual promises contained herein and in the Lease and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties, the parties agree as follows:

1. Brownfields Property. The following shall be added as a new paragraph of the Lease entitled "Brownfields Property":

Resident acknowledges and agrees that the Unit, any common areas and other improvements and real property comprising the Community (collectively, the "Property") have been classified as a "Brownfields Property" under the Brownfields Property Reuse Act. This Property is subject to the Brownfields Agreement attached as Exhibit A to the Notice of Brownfields Property recorded in the Wake County land records, Project No. **06011-02-92**. The Brownfields Agreement placed land use restrictions in the chain of title for the Property that must be complied with by Resident and Occupants at the Property, as well as their guests and invitees. A complete copy of the Brownfields Agreement is available for review from the Community Manager by Resident, and the land use restrictions applicable to the Property are incorporated into this Brownfields Addendum by reference (the "Restrictions").

Resident agrees to strictly comply with the Restrictions at the Property and use his/her/their best efforts to ensure other Occupants, as well as guests and invitees, comply with the Restrictions. Upon gaining knowledge of any violation of the Restrictions by any party, Resident shall immediately notify Owner in accordance with the Lease.

This property is subject to the Brownfields Agreement attached as Exhibit A to the Notice of Brownfields Property recorded in the Wake County land records, Book 8903, Page 893, as amended in Book 9718, Page 524, and Book 13716, Page 134.

The terms of this Brownfields Addendum are agreed to and accepted by:

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[Tenant's Name] (Resident) Date

---

(Owner/Agent) Date

<sup>1</sup> Jesse E Tymas      <sup>2</sup> Collin Noble

# SUSTAINABILITY ADDENDUM

## Sustainability Practices

Resident acknowledges that Owner may elect, in Owner's sole discretion and without the obligation to do so, to implement energy, water, and waste efficiency, and other environmentally sustainable practices (collectively, the "Sustainability Practices") and, in furtherance of same, may pursue an environmental sustainability monitoring and certification and/or rating program such as ENERGY STAR, Green Globes-CIEB, LEED, BREEAM, IREM CSP, Fitwel, Fitwel VRM, WELL, WELL Health & Safety or similar programs ("Green Building Certification and Health & Safety Certification"). Resident agrees that, throughout the Term of this Agreement (as the same may be extended): (i) Resident shall reasonably cooperate with Owner and, to the extent reasonably practicable, comply with Owner's Sustainability Practices standards for the Building and/or Owner's efforts including matters addressing operations and maintenance, indoor air quality, energy efficiency, water efficiency, water quality, wellness, health safety, waste management, recycling programs, exterior maintenance program, transportation and resident satisfaction surveys, sustainable procurement practices, and systems upgrades subject to Owner's obligation to keep certain of such information confidential as may be required under the terms and conditions of the Agreement.

## CONSUMPTION DATA

Within ten (10) business days following written request by Owner or at the signing of this Agreement, Resident hereby consents to (i) Owner obtaining utility and energy consumption data directly from such service providers and the utility providers standard form letter of Authorization evidencing Resident's consent to deliver the data to Owner; and (ii) installing smart meter(s) at Owner's expense. Any information provided hereunder shall be held confidential except for compliance with laws, by court order, regulatory requirement, or any sustainability standards at which data would remain anonymous and aggregated with entire building data.

If the Owner elects to provide a forum for the Residents to engage with the Owner to improve the Environmental Performance of the Premises/Building, Resident will have the right to participate in such public forums.



Initial: \_\_\_\_\_

<sup>1</sup> Jesse E Tymas      <sup>2</sup> Collin Noble

# ADDENDUM TO THE RESIDENTIAL CONTRACT

## FURNITURE ADDENDUM

I understand that due to Roommate Matching, there may be furniture provided in the common area of my Unit at Valentine Commons and that I may still be responsible for damages, as described below.

Common area and bedroom furniture will be included in your unit at Valentine Commons and will be charged to you in your rent each month. The amount you pay for renting the furniture does not cover damages to the furniture due to misuse/neglect or destruction of the furniture while in your care. If damage to the furniture occurs, you will be charged for the repair/replacement costs to return the furniture to its original condition.

Damages to the furniture include, but are not limited to, the following examples:

- Food Stains and Odor Stains
- Tears to the Fabric
- Structural Damage (i.e. broken leg, broken drawer)
- Broken, Cracked or Chipped Glass
- Pet Stains
- Discoloration of the Wood or Fabric
- Chipped or marred Wooden Surface

Normal wear and tear and manufacturer's defects will not be the responsibility of the resident. As the caretaker of the furniture, it is your responsibility to notify the leasing office if there is an occurrence of a manufacturer's defect to the furniture in your apartment. If you do not notify the office of any defects to your furniture, you could be charged for the damage. The total value of the furniture is estimated at **\$5,500.00**.

The unit will only come furnished with the pieces listed below if the selected unit is labeled "Furnished" within the floor plan name; and/or if there is a monthly installment listed with the word "Furnished" or "Furniture" on the first page of this contract. If the property has a model unit, the furniture shown within the model unit may vary from furniture provided in resident units.

Initials: \_\_\_\_\_

## FURNITURE INVENTORY ADDENDUM

Bedroom Furniture	
Mattress	
Bed Frame	
Dresser	
Desk *In Platinum units*	
Desk Chair *In Platinum units*	
Common Area Furniture	
Couch	Kitchen Table & Chairs *in select units*
Chair	
Barstools	
Coffee Table *In Platinum units*	
Entertainment Stand *In Platinum units*	
Electronic Equipment	
TV *In Platinum units*	

**By signing this form, you have stated that you have read and understand the policies and that you agree to abide by them.**

\_\_\_\_\_  
[Tenant's Name] (Resident) Date

\_\_\_\_\_  
(Owner/Agent) Date

<sup>1</sup> Jesse E Tymas      <sup>2</sup> Collin Noble

## REQUIRED INSURANCE ADDENDUM TO LEASE

This Addendum is attached to and becomes a part of the Lease. For the duration of the Lease, Lessee is required to maintain and provide the following:

- Minimum required insurance coverage of **100000.00** Limit of Liability for Lessee's legal liability for damage to Lessor's property for no less than the following causes of loss: fire, smoke, explosion, backup or overflow of sewer, drain or sump, and water damage ("Required Insurance").
- Interested Party or Additional Interest must specify **Valentine Commons** and the leasing office address:  
**3009 M.E. Valentine Dr**  
**Raleigh, NC 27607**
- Resident must be the Named Insured on the policy, with the apartment number and address (provided prior to move-in) listed.

Lessee is required to furnish Lessor with evidence of Required Insurance prior to occupancy of leased premises and at the time of each lease renewal period. If at any time Lessee does not have Required Insurance, Lessee is in breach of the Lease and Lessor shall have, in addition to any other rights under the Lease, the right but not the obligation to purchase Required Insurance coverage protecting the sole interest of the Lessor and seek contractual reimbursement from the Lessee for all costs and expenses associated with such purchase. This may be referred to as "force placed insurance".

Lessee may obtain Required Insurance or broader coverage from an insurance agent or insurance company of Lessee's choice. If Lessee furnishes evidence of such insurance and maintains the insurance for the duration of the Lease, then nothing more is required. If Lessee does not maintain Required Insurance, the insurance requirement of this Lease may be satisfied by Lessor, who may purchase such coverage through the Lessor's Legal Liability Insurance Policy ("LLIP"). The coverage provided under the LLIP will provide the Required Insurance coverage listed above. An amount equal to the total cost to the Lessor for the LLIP coverage shall be charged to Lessee by the Lessor as a recoverable expense under the Lease. Some important points of this coverage, which Lessee should understand are:

1. LLIP is designed to fulfill the insurance requirement of the Lease. Lessor is the Insured under the LLIP. This is single interest forced placed insurance. Lessee is not an Insured, Additional Insured or beneficiary under the LLIP. All loss payments are made to the Lessor. LLIP coverage shall terminate immediately in the event of a change of Landlord from D.P. Preiss Company Inc.
2. LLIP coverage is **NOT** personal liability insurance or renters insurance. LLIP does not cover the Lessee's personal property (contents), additional living expenses or liability arising out of bodily injury or property damage to any third party. If Lessee requires any of these coverages, then Lessee should contact an insurance agent or insurance company of Lessee's choice to obtain personal liability insurance or renters insurance to protect Lessee's interests.
3. Coverage under the LLIP may be more expensive than the cost of Required Insurance obtainable by Lessee elsewhere. At any time, Lessee may contact an insurance agent or insurance company of their choice for insurance options to satisfy the Required Insurance under this Lease.
4. If Lessee has purchased Renters Insurance and at any time allows such Renters Insurance to lapse in breach of the Lease Agreement, Lessor may purchase Lessor Insurance without notice and add the total cost associated therewith to Lessee's monthly rent payment.
5. Licensed insurance agents may receive a commission on the LLIP.
6. The total cost to the Lessee for the Lessor obtaining LLIP shall be **\$14.00** per month. This is an amount equal to the actual premium charge to the Lessor including any premium taxes and fees due to state governing bodies and also includes a **\$4.00** administrative expense fee for the expense of processing monthly payments and administering this program. There are no other fees, costs or charges added to or included within this total cost.
7. In the event that loss or damage to Lessor's property exceeds the amount of Required Insurance, Lessee shall remain contractually liable to Lessor for such amount. In the event of liability to any other party for bodily injury or property damage, Lessee shall remain liable to such other party.
8. It shall be the Lessee's duty to notify Lessor of any subsequent purchase of Renters Insurance.

As used in this Addendum: "Lease" may be interchangeable with "Lease Agreement"; "Lessee" may be interchangeable with "Resident" or "Tenant", and "Lessor" may be interchangeable with "Landlord" or "Owner".

Scheduling of the premises under the LLIP is not mandatory and Lessee may purchase Required Insurance from an insurance agent or insurance company of Lessee's choice at any time and coverage under the LLIP will be terminated by the Lessor.

\_\_\_\_\_ I understand that I have a choice in selecting any provider to meet the tenant liability coverage requirements set by my community and that I am not required to select any specific provider recommended by Landlord or other third party.

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\_\_\_\_\_ I understand that the basic tenant liability coverage requirements set by community do not require coverage on personal contents. If I want to insure my personal contents in the event of damage or theft, I understand I need to enroll in a separate renter's insurance policy with another third party provider.

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[Tenant's Name] (*Resident*) *Date*

## BARBECUE/GRILLING ADDENDUM

Personal incinerator, barbecue grill, propane, charcoal, electric or other similar devices are NOT permitted on the property.

City Fire Inspectors will make random inspections to ensure that residents are in compliance with the city ordinance. In addition to constituting a default under this Lease, citations may be issued by the City to those who violate the ordinance.

Any violation of this policy will result in a **\$100.00** fine per lease.

Initials \_\_\_\_\_

## NOISE ORDINANCE ADDENDUM

CITY NOISE ORDINANCE - NO SEC. 12-5001(C). SEC 12-5008

Resident agrees to follow any and all applicable local ordinance regarding noise level, public disturbance or nuisance. This applies to parties, social gatherings and any other circumstances that cause nuisances. A nuisance includes excessive, unnecessary or unusually loud noise which disturbs the repose of the neighborhood, public disturbances, brawls, fights or quarrels; or any other activity resulting in conditions that annoy, injure or endanger the safety, health, comfort or repose of the neighboring residents.

Noise is to be kept at a level not to disturb neighbors. If neighbors can hear you through the walls, you are being too loud. If reported that noise levels or guests from your unit are disruptive, you will be fined \$100 for a noise violation.

Initials \_\_\_\_\_

## KEY RETURN ADDENDUM

I understand that I may be charged **\$325.00** if all keys that I receive from Valentine Commons are not returned by the end of my lease term. These keys may include the following:

Key	Quantity	Replacement Cost
Apartment Key		\$0.00
Key Fob/Electronic Key	1	\$125.00
Bedroom Key	1	\$25.00
Mailbox Key	1	\$25.00
Parking Pass and/or Hang Tag	1	\$150.00
Amenity Pass		\$0.00
Gate Clicker/Remote		\$0.00
Other Key		\$0.00

**Keys must be returned to the Management Office located at 3009 M.E. Valentine Dr Raleigh, NC 27607. The resident will be charged the replacement cost listed above for each key not returned.**

I understand that I will receive the keys in the areas that are marked above prior to my moving into the unit. Resident shall not create copies of any keys provided by the property. If the property offers digital keys, no guest passes will be created except in the case of emergency, as determined in the property's sole discretion.

***By signing this form, you have stated that you have read and understand the policies and that you agree to abide by them.***

Initials: \_\_\_\_\_

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## PACKAGE RELEASE ADDENDUM

☐ We do not accept Packages.

By signing this, I hereby give permission to **Valentine Commons**, its Owner, Owner's representatives, managing agents, employees, and authorized vendors to accept packages on my behalf. I also hold harmless and understand that the Owner, Owner's representatives, managing agents, employees, authorized vendors, and all other subsidiaries are not liable or responsible for the acceptance of such packages that are delivered to Resident(s) by the United States Postal Service, UPS, FedEx, Amazon, or any other delivery service. **Valentine Commons** is not responsible or liable for items lost, stolen, damaged, or otherwise not delivered in the expected condition, including perishable items which must be picked up by Resident(s) immediately upon delivery, and is not responsible or liable for items that are picked up by others with Resident's prior authorization, including through the sharing of any PIN, code, barcode or other access method, or by Resident's written authorization to **Valentine Commons** to release a package on Resident's behalf.

This shall include packages that are delivered to the leasing office, to any package locker, package room, or third-party package management service, or that are left outside the Resident's apartment by the deliverer. To ensure the package is received, Resident(s) shall be responsible for notifying senders of the correct delivery address (including apartment number, if applicable) and delivery methods. In addition, I fully understand that the Owner, Owner's representatives, managing agents, employees, and authorized vendors have the right to refuse acceptance of any package(s), and are authorized to return to sender any package accepted on Resident's behalf if not picked up within **3 business days**.

If applicable, if Resident's package(s) are delivered to a package locker, package room, or other third-party package management service, Resident may be charged **\$3.00 per day** for any package not picked up or received by Resident within **3 business days**. If applicable, Resident(s) may be responsible for a monthly fee for any services intended to manage the packages received, in addition to any other package fees.

Initials \_\_\_\_\_

## HOMEBOY RENT REPORTING ADDENDUM

Rent Reporting Services are offered to Resident(s) at this Residential Community by its Management, D.P. Preiss Company Inc. Rent Reporting Services include a credit reporting and financial tool that reports the timeliness and completeness of Resident's rent payments due under this Agreement to credit bureaus. By enrolling, Resident authorizes Owner to report each on-time rent payment to Homebody Insurance Agency, LLC and its affiliate Simplified Business Group, LLC, also known as Rent Dynamics ("Homebody") for payment history reporting, which may include rent payments to one or more credit bureaus to assist Resident(s) in building rental credit history. Resident's enrollment in Rent Reporting Services shall be subject to the terms and conditions of use found at [homebody.com/legal/terms-conditions](http://homebody.com/legal/terms-conditions) and Rent Reporting Services and fees may be altered, changed, terminated or otherwise modified by Homebody with thirty (30) days' advance notice to Resident.

The monthly fee for Rent Reporting Services is **\$6.95 per resident** due with Rent to Owner on the **1<sup>st</sup>** day of each month. If there are multiple Residents on this Lease Agreement, Rent Reporting Services may only be opted into for all Residents on the lease. Rent Reporting Services can be opted out of at any time by notifying Management, and require Resident to sign an amended Lease Agreement in order to take effect on the 1st of the next month. Resident's enrollment in Rent Reporting Services shall terminate immediately in the event of a change of Management of this Residential Community.

Initials \_\_\_\_\_

## PARKING RULES AND REGULATIONS

1. Each resident paying for parking will be responsible for obtaining a parking permit from the Leasing Office, if applicable. The parking hang tag must be visible on the rear view mirror at all times. Any vehicles parked in resident parking without the proper decal will be towed at the owner's expense (permit required properties only).
2. There will be one permit issued per resident paying for parking. Identification must be presented to be issued a permit.
3. All vehicles must have current tags and inspection stickers visible as well as must be fully operational. Any vehicles with expired tags, no license plates, or obviously inoperable will be towed at the owner's expense.
4. Initial parking decals will be available to all current residents at no charge. Replacement permits will be issued at a cost of \$150.00.
5. Towing will be enforced 24 hours, seven days a week. We will not stop towing during summer or during school breaks. If you get towed, you will need to contact the towing company to make arrangements to retrieve your vehicle.
6. Any vehicle parked in a handicap parking space not displaying a state handicapped hang-tag or placard and properly displaying a state license plate will be towed at the owner's expense. The vehicle must also have a Valentine Commons parking decal (permit required properties only).
7. All towing complaints/issues need to be directed to Unlimited Recovery at (919) 662-4040. Valentine Commons is not responsible for any damage to a vehicle that is towed.
8. If the property offers visitor parking: If designated visitor spaces are available, each tenant is responsible for notifying all guests of their location. If the property offers visitor passes, they can be picked up at the leasing office during regular business hours. No more than 1 pass per resident will be distributed. Residents are responsible for their visitor and their visitor's actions.
9. Landlord makes no guarantee that others will not park in the assigned Covered Parking/Garage space if applicable.
10. If resident is leasing a Covered Parking or Garage space, no representation is made that the Covered Parking or Garage space is a secure facility.
11. Unless otherwise designated as a vehicular charging station, you are prohibited from charging electrical vehicles in any garage outlets or in any outdoor outlets located on the property.
12. Resident(s) may not make any alterations or additions to the Covered Parking or Garage space or affix anything to the floor, ceiling or walls.
13. Owner will not be liable for any damage, loss or injury to persons or property occurring within or about the Covered Parking or Garage space, whether caused by Owner, someone else, weather, fire, wind, rain, water, mold, mildew, microbial growth, flood or any other acts of God.
14. The resident may not change the lock(s) on the Covered Parking or Garage space.
15. Resident agrees that no "garage sales" shall be permitted in or around the Covered Parking or Garage space.
16. Special Provisions:

\_\_\_\_\_ (Initials)

## RESIDENTIAL POLICIES ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Lease") dated 01/27/2025 and is between the Owner of Valentine Commons ("Owner") and Jesse E Tymas, (collectively and individually "Residents"), for the premises at , (the "Leased Premises"), which is located within Valentine Commons (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Lease. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Lease, the terms and conditions of this Addendum shall control.

1. Notices to Vacate: You must give a minimum of (60) days notice in writing prior to vacate the property to the property manager.
2. Service Requests: Maintenance staff is on duty 24 hours a day 7 days a week. You can go to <https://www.valentinecommons.com/> to submit a request online or call (919) 720-4023 during regular business hours. Any emergency request should be made by calling (919) 720-4023.
3. Outside Maintenance: You are not responsible for any outside/grounds maintenance. However, if you are discarding trash in common areas you will be fined \$25.00 per item/bag.
4. Vehicles: All vehicles on the property must have current inspection stickers/tags & must be road ready. Disassembling of motor or vehicles is not permitted. Recreational vehicles are not allowed on the property.
5. Personal belongings are not allowed in the common areas and a fine of \$100.00 will apply each time personal belongings are found in the common areas. Items will be held in leasing office for 24 hours then discarded.
6. The cost to unlock a unit after normal business hours will be \$100.00. This charge will be posted to the Resident's account the first business day after unlocking the unit, and payment in full will be due at that time..
7. Applicable: A/C Filters need to be replaced at least every month.
8. Never turn heat completely off during the winter months to prevent any pipes from freezing, in case of a hard freeze.
9. Use adequate amount of water in the garbage disposal, if provided, to prevent clogging.
10. Recreational Facilities/Amenity Pass: (1) Each resident is responsible for obtaining a current Amenities Pass from the leasing office located at the Community. (2) I acknowledge that the Preiss Company/Community has the right to change the hours of operation, lock the amenities, or change any rules and regulations at any time. (3) I agree to have my Amenities Pass with me at all times while I use any of the Recreational Facilities or Amenities. If I do not have it with me, I understand that I can and will be asked to leave the premises immediately without any exceptions. (4) NO PERSONS UNDER 18 YEARS OLD ALLOWED WITHOUT LEGAL PARENT OR GUARDIAN PRESENT. (5) 2 GUESTS PER RESIDENT ALLOWED.
11. Conduct of Resident. Resident shall comply with all written rules and regulations furnished to Resident or posted in the common areas of the property with respect to Resident's conduct in, on, and around the property and the Unit (including the Premises). Resident agrees that Resident or Resident's guests or the Roommates or their respective guests shall not: (i) be loud, obnoxious, disorderly, boisterous, or unlawful (a \$100 fine will be issued per occurrence); (ii) disturb or threaten the rights, comfort, health, safety or convenience of anyone in or near the apartment community (up to \$500 fine will be issued per occurrence); (iii) disturb or disrupt the business operations of the apartment community (up to \$500 fine will be issued per occurrence); (iv) engage in or threaten violence (up to \$500 fine will be issued per occurrence); (v) possess, sell or manufacture illegal drugs or drug paraphernalia in the Unit and Premises or anywhere else at the property (up to \$500 fine will be issued per occurrence); (vi) operate a business in the Unit and Premises or at the property (up to \$500 fine will be issued per occurrence); (vii) bring or store hazardous materials in the Unit and Premises or at the property (up to \$500 fine will be issued per occurrence); (viii) SMOKE INSIDE THE UNIT (a \$150 fine will be issued per occurrence); or (ix) be involved in or commit criminal activity, including being arrested for a criminal offense involving actual or potential physical harm to another person or involving possession, manufacture or delivery of a controlled substance, marijuana or drug paraphernalia (up to \$500 fine will be issued per occurrence) or (x) display, discharge, or possess a gun, knife or other weapon (up to \$500 fine will be issued per occurrence)
12. Residents or their guest's may not use on any part of the apartment or apartment grounds candles, kerosene lamps, heaters or water furniture without prior written permission of management (up to \$500 fine will be issued per occurrence). Residents and their guests may not cook on unit balconies, patios or anywhere outside of the apartment except in any common area specifically designated for such use by management (up to \$500 fine will be issued per occurrence). Resident shall maintain and clean all patios, the Premises and other areas which are reserved for the Residents private or semi-private use (up to \$500 fine will be issued per occurrence). Resident shall keep patio and balcony areas free of all items except for approved outdoor furniture (up to \$500 fine will be issued per occurrence). Resident shall not store or keep furniture items supplied by Owner in the Unit on patio or balcony areas (up to \$500 fine will be issued per occurrence). Resident shall dispose of all garbage only in appropriate receptacles and not in breezeways. In the event that trash is not

disposed of in appropriate receptacles, Owner shall have the right to assess Resident, and Resident shall be required to pay a **\$25.00** trash fee for each trash bag not placed in an appropriate receptacle.

13. In addition to the foregoing, Resident shall be responsible for keeping the Unit and Premises in a good and clean condition, reasonable wear and tear excepted and shall be liable for and shall pay all costs and expenses for damages to the Premises and Unit including, but not limited to, replacing or repairing all broken or damaged furnishings, furniture, fixtures, or damage to walls, ceilings, floors, carpets, doors or windows, regardless whether such damages are caused by Resident or Resident's guests or the Roommates or Roommate's respective guests and regardless whether Resident has allowed a Roommate or another person to use or sleep in the Exclusive Space identified in this Lease. At any time during the term of this Lease, Owner shall have the right to inspect the Unit and the Premises to perform whatever cleaning services Owner deems appropriate. In the event that Resident fails to comply with Resident's obligation under this Contract to keep the Unit and the Premises in a good and clean condition, Owner may charge Resident any reasonable cleaning costs.
14. If a Resident damages or disables a smoke detector or removes a battery without replacing it with a working battery, Resident may be liable to Owner for **\$100.00** fine plus one month's rent, actual damages, and attorney's fees.
15. In the event Resident fails to fully and completely fulfill all of the terms and provisions of the Lease Agreement, any incentive or concession will be immediately terminated, and Resident will be required to repay Owner the amounts of all incentives or concessions received while residing at the Leased Premises.
16. RENEWAL. Management cannot guarantee the availability of the Premises after the Ending Date if Resident fails to sign a renewal lease prior to **December 31, 2025**. This lease will not renew on a month-to-month basis. If you renew your lease but decide to transfer to another apartment/bedroom for any future term, with a start and end date yet undefined, you understand and agree that a transfer fee will apply. Transfer fees must be paid at the time of the lease signing and are non-refundable should you change your housing preference or lease. You agree to pay a transfer fee of **\$350.00** when transferring to a different bedroom in the same apartment and when transferring to a new apartment.
17. Appliances: Residents are responsible for using all appliances within the apartment in a safe and responsible manner, including any appliances owned by Resident, and are required to report any malfunctions of property-owned appliances immediately to management. Appliances that do not continually run, including but not limited to dishwashers, clothes washers, dryers, ovens/stoves, microwaves, toaster ovens, fryers (including air fryers), instant or crock pots, and other cooking appliances, shall not be left running unattended. Space heaters are strictly prohibited. Resident is responsible for cleaning the dryer lint trap before each time the dryer is turned on.
18. Maximum Guest Occupancy: The maximum number of guests allowed in the Apartment, which consists of Resident's Leased Premises and co-residents' Leased Premises, is 2 guests per Resident/co-resident. No more than 15 people, including Resident, additional occupants listed on Resident's lease, any co-residents or their guests, may occupy the Apartment at any time.
19. Residents' Security Cameras: Residents are permitted to use security cameras which record video and/or audio inside of their leased bedroom suite(s) without additional approval from Owner; however, Residents may only install cameras or recording devices in the common areas of their unit (kitchen, living, dining, etc.) with the written approval of all occupants of the unit, which each occupant has the right to revoke at any time. Residents agree that if any other occupant of their unit revokes their approval to have a camera in a common area, it must be removed. Additionally, Residents are permitted to install doorbell cameras outside of their unit's front door and/or balcony/patio door. Doorbell cameras may be installed without additional approval from Owner if they are installed with a removable adhesive, but require Owner's written approval if they must be installed with screws, nails, or other methods that permanently change the materials they are attached to. Residents are responsible for any damage caused during the installation or removal of any cameras. No matter the type of camera, they cannot face any other unit's window that is within 50 feet of the camera, pools, or hot tubs.
20. Bidets: Residents may not install any bidets or bidet attachments to their toilet themselves. Bidet attachments may only be installed or removed by a professional licensed plumber at Residents' expense, and require written approval by Owner before installation can occur. To request approval, Residents must provide the name and license number of the plumber that will complete the installation. Residents are liable for any damage caused by any bidet attachments that are installed in their unit.
21. Guests are required to be accompanied by a resident at all times while in the apartment.
22. Only residents are allowed to pick up keys for their specific unit on their move-in day. If the resident moves in on the property's primary move in day in August, the property will allow the guarantor for the resident, if applicable, to pick up keys in their place with written approval from all roommates in the unit.

Initials \_\_\_\_\_

## SMS AND EMAIL MARKETING CONSENT

In order to better serve our residents, this community and the Preiss Company will utilize SMS text and email messages to provide our residents with the highest quality, most up to date information as possible. The nature of these updates may be for periodic leasing reminders, updates on property events, or in case of an emergency situation in or around the property such as severe weather, utility outages, etc.

<b>Tenant:</b> Jesse E Tymas	<b>Cell Phone Number:</b> (919) 454-4689	<b>Email Address:</b> 19jessetymas@gmail.com
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I authorize **Valentine Commons** and **The Preiss Company** to periodically send me text messages to the cellular phone number listed and to periodically send me email messages to the email account I have provided on this form or Lease Agreement.

I understand that standard data/messaging rates may apply. **The Preiss Company** and its affiliates are not responsible for any cellular charges regarding text or multimedia messages.

Initials: \_\_\_\_\_

## MOVE-OUT PROCEDURES ADDENDUM

Prior to expiration of the lease term in which Resident has not renewed or otherwise extended their lease term, Resident must:

1. **Pay a Move-out Cleaning Fee of \$25.00 with the last installment of the lease term.**
2. **Return all surfaces to "like new" condition**, including but not limited to: returning all surfaces to their standard color(s) and professionally repairing all sheetrock or other surface damage, no matter the size of damage, including but not limited to damage caused by the installation or removal of LED light strips, other adhesives, screws, or other mounting holes.
  - a. It is the responsibility of the Resident to ensure that all repairs are completed professionally and to supply all materials and labor necessary to make professional repair. Failure to do so professionally will result in **Valentine Commons** repairing it correctly and charging Resident the material and labor for proper repair.
  - b. It is the responsibility of the Resident to use the **Valentine Commons** approved paint specifications, including product, sheen, and/or color. Contact leasing office for approved specifications.
3. **Leave apartment in a clean and orderly condition**, including but not limited to: removing all trash, emptying & cleaning the refrigerator, cleaning the oven & stovetop, cleaning or replacing the stovetop drip pans, cleaning the microwave, cleaning all cabinetry and storage areas, cleaning the bathroom, dusting any ceiling fans and blinds, and replacing all non-fluorescent light bulbs.
4. **Have all carpets in the Leased Premises professionally cleaned.** This requirement is not applicable if there are no carpeted areas in the Leased Premises.
  - a. It is the responsibility of the Resident to provide a copy of a receipt for professional carpet cleaning to Owner prior to expiration of the lease term. Receipt must specify the unit and bedroom areas cleaned and the date that the cleaning was performed.
  - b. DIY carpet cleaning, including rental machines available at retail stores (e.g. Rug Doctor, Bissell, etc.) do not meet the requirements of this addendum.
  - c. Failure to have carpets professionally cleaned or provide receipt for the service will result in **Valentine Commons** having carpets in the Leased Premises professionally cleaned and charging Resident for doing so. Resident may still be charged for any remaining stains, soil, or other carpet damages even if all other requirements of this addendum have been met.
5. **Remove all personal belongings from the Leased Premises.**
  - a. Items left in the apartment become the property of **Valentine Commons** immediately upon expiration of Resident's lease term.
  - b. Resident will be charged a fee of **\$75.00** for each trash bag worth of personal belongings or trash.
  - c. Resident will be charged a fee of **\$75.00**, not to exceed **\$250.00** per personal appliance or furniture piece left in the apartment.
  - d. **Valentine Commons** cannot guarantee storage of any personal items left in apartments past the expiration of Resident's lease.
6. **Vacate the Leased Premises by 12 PM on the last day of the lease.**
7. **All keys and access devices, including key fobs, must be turned in to the front office.** Failure to turn in keys and access devices by **12 PM** on the last day of the lease will result in charges of up to **\$325.00** as defined in the Key Return Addendum.

Only a written agreement between Resident and Owner's representative may waive any of the requirements of this Addendum. Failure to complete any of the above requirements will result in additional charges following the expiration of Resident's lease term.

Initials: \_\_\_\_\_

## SECURITY GUIDELINES ADDENDUM

This Security Guidelines Addendum (this "Addendum") dated Jan 27, 2025, is part of the Residential Lease Contract (the "Lease Contract") between CH REALTY X-PREISS SH RALEIGH VALENTINE LLC ("Owner") and Jesse E Tymas ("Resident") for a bedroom or bed space located at 3009 M.E. Valentine Dr Raleigh, NC 27607 (the "Leased Premises"), which is located within Valentine Commons (the "Community").

THE UNDERSIGNED HEREBY AGREE, Owner disclaims any express or implied warranties of security. No security system is failsafe. Even the best system can't prevent crime. Resident should always act as if security systems don't exist since they are subject to malfunction, tampering, and human error. The best safety measures are the ones Resident performs as a matter of common sense and habit. Owner recommends following the guidelines listed below and use common sense in practicing safe conduct.

1. Dial 911 for emergencies. If the 911 number does not operate in the area, keep phone numbers handy for the police, fire, and emergency medical services. Always report emergencies to authorities first, and then contact Owner.
2. Report any suspicious activity to the police first, and then follow up with a notice, in writing, to Owner. Get to know the roommates. Watching out for each other is one of the best defenses against crime.
3. Tell roommates when leaving and the expected return time. Avoid walking alone at night. Always be aware of surroundings and avoid areas that are not well-traveled or well-lit.
4. Keep keys handy at all times, whether it is daylight or dark, when walking to an entry door or a car. People are more vulnerable when looking for keys at the door or car.
5. Check door locks, window latches, and other devices regularly to be sure they are working properly at all times. If doors or windows are unsecured due to break-ins or malfunctioning locks or latches, stay with family/friends or other residents until the problem is fixed.
6. Lock doors and windows, even while inside. When answering the door, see who is there by looking through the door viewer or a window. Don't open the door if the person is unfamiliar, or there are any doubts.
7. Don't list names or addresses on key rings, or hide extra keys in obvious places, like under the doormat or a flower pot. If keys are lost or there are concerns about key safety, Owner may, in its sole discretion, rekey the locks as long as the rekeying is paid for by Resident.
8. Regularly check security devices, smoke and carbon monoxide detectors, and other detection devices to make sure they are working properly. Alarm and detection device batteries should be tested monthly and replaced at least twice a year.
9. Immediately report to Owner, in writing (dated and signed), any needed repairs of security devices, doors, windows, smoke and carbon monoxide detectors, and any other alarm systems or detection devices, as well as any other malfunctioning safety devices in the Leased Premises, such as broken access gates, burned-out exterior lights, etc.
10. Lock doors while gone. Lock any door handle lock, keyed deadbolt lock, sliding door pin lock, sliding door handle latch, and sliding door bar in the Leased Premises. Don't give entry keys, codes or electronic gate cards to anyone. Close curtains, blinds, and window shades at night. Let roommates know if leaving for an extended period time.

**RESIDENT IS SOLELY RESPONSIBLE FOR PERSONAL SAFETY AND THE SAFETY OF PERSONAL PROPERTY AT ALL TIMES WHILE INSIDE THE LEASED PREMISES AND THE RESIDENTIAL COMMUNITY. OWNER IS NOT PROVIDING ANY SECURITY FOR RESIDENT OR RESIDENT'S GUESTS PERSONALLY, AND DO NOT PROVIDE SECURITY FOR PERSONAL PROPERTY. ANY SECURITY SEEN AT THE RESIDENTIAL COMMUNITY, INCLUDING CAMERAS OR GATES, ARE FOR THE SOLE BENEFIT OF OWNER'S PROPERTY.**

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Addendum as of Jan 27, 2025.

Initials: \_\_\_\_\_

## REQUIRED GUARANTOR WAIVER ADDENDUM TO LEASE

In consideration of the Resident's payment to Owner of Additional Rent (which shall not be prorated for any partial month), Owner hereby waives any and all obligation of the Resident to provide an approved third-party guarantor as required under the Lease. This waiver does not constitute insurance. Owner is not an insurance company or insurance producer. Owner is merely waiving, in consideration of the specified monthly Additional Rent, certain obligations of the Resident to Owner arising out of this Lease. Additional Rent shall cease to be due if Resident provides a third-party guarantor acceptable to Owner or meets the self-qualifying criteria.

Initials: \_\_\_\_\_

## LEASE TAKEOVER ADDENDUM

In the event that you the tenant reassigns the Lease Agreement to a new tenant, or breaches the Lease Agreement prior to the expiration of the lease term, included in the damages owed by you the tenant are the following costs:

1. You will owe **85% of one months installment** before any transaction can start.
2. You will owe 100% of rent until new tenant's lease commences.
3. You will owe 100% of utility costs until new tenant's lease commences.

Security Deposit will be dispersed to original tenant within **30 days** after new tenant's lease commences.

All damages to unit caused by original tenant must be settled between original tenant and incoming tenant. All damages assessed during move-out inspection will be appropriated to new tenant at end of lease term.

When the tenant chooses to find a new tenant on their own, the new tenant must apply, be approved, sign a new lease and move in. Only then will the previous tenant's contract be terminated, subject to all terms of the Lease and this Addendum. Prior to attempting to sublet, relet, or assign a lease, tenant's balance must be current. Under no circumstances, unless required by law, shall Owner have any obligation to find or assist tenant in finding a sublet, relet, or assignee.

Initials \_\_\_\_\_

## MULTI-BED LEASE ADDENDUM

By default, this Lease defines the Leased Premises as a single bedroom at the Street Address specified on the first page of the Lease (collectively defined as "Unit").

☐ If this box is checked, Owner and Residents agree that the Leased Premises as defined in the Lease are amended to include all beds within an Apartment, described as: . Other individual(s) may only be assigned to share the Leased Premises with Resident(s) by amending this Lease, and will be referred to as "co-residents" throughout the Lease. Owner may not sign any separate Residential Lease Contract(s) to allow for additional occupants in any other bedroom within the same Apartment during the Term of this Lease. No other provision of this lease is modified by this addendum, including Owner's requirement of prior written consent for any change in occupancy within the Leased Premises.

☐ If this box is checked, Owner and Residents agree that the Leased Premises as defined in the Lease are amended to include 1 bedrooms in an Apartment, described as: . Other individual(s) may only be assigned to share the Leased Premises with Resident(s) by amending this Lease, and will also be considered "co-residents" as defined by the Lease. Owner may sign separate Residential Lease Contract(s) to allow for additional occupants in any other bedroom within the same Apartment that is not leased by Resident. No other provision of this lease is modified by this addendum, including Owner's requirement of prior written consent for any change in occupancy within the Leased Premises.

If both of the above boxes are unchecked, the Unit and Leased Premises remain as defined in the Lease.

Initials: \_\_\_\_\_

<sup>9</sup> Jesse E Tymas      <sup>10</sup> Collin Noble



## ROOMMATE MATCHING ADDENDUM

In the event that one or more roommates are matched, tenant agrees to the following:

1. I acknowledge that by signing this document, I release Owner of any liabilities related to problems that may arise during my stay or any roommate conflicts.
2. Tenants agree to resolve any and all issues between roommates without involving **Valentine Commons** or its representatives
3. In the event that a tenant wants to relocate from one apartment to another, **Valentine Commons** will accommodate the resident based on availability
4. In the event that **Valentine Commons** elects to relocate one or more tenants, tenant understands and agrees to an adjustment of the rental rate to reflect the new apartment, i.e. change in floor, number of bedrooms, etc.
5. Any cost associated with relocation will be charged back to the resident
6. For purposes of operating efficiency landlord reserves the right, with written notice, to relocate a resident to another apartment Within the apartment community

### Roommate Bill of Rights

The basic rights of a roommate include but are not limited to:

1. The right to study free from undue interference (noise, stereo, guest, etc) in one's room
2. The right to sleep without undue disturbance from guests, roommates, etc.
3. The right to expect that roommates will respect one another's personal belongings.
4. The right to a clean environment in which to live.
5. The right to free access to one's room and facilities without pressure from roommates.
6. The right to personal privacy.
7. The right to host guests at agreed upon times, and with the expectation that the guests are to respect the rights of the host's roommate(s) and other residents.
8. The right to expect reasonable cooperation in the use of the common areas.
9. The right to expect that any and all disagreements will be discussed in an atmosphere of openness and mutual respect; and that it is acceptable, when any roommate feels it necessary, to involve a staff member in such discussion.

*\*\*Please note in no manner does a violation of the Bill of Rights constitute the basis for cancellation of your signed lease contract.\*\**

I hereby give **Valentine Commons** and **The Preiss Company** (now collectively referred to as "Company") the right and permission to distribute my contact information, including but not limited to cell phone number, home phone number, email address, and home address, to prospective and/or assigned roommates that are under contract for a lease with the Company.

**By signing this form, you have stated that you have read and understand the policies and that you agree to abide by them.**

Resident Initials: \_\_\_\_\_

<sup>1</sup> Jesse E Tymas      <sup>2</sup> Collin Noble

# Valentine Commons Lease

## Signature Details

	Signer	IP Address	Date Signed
North Carolina Lease Contract			
1	Jesse E Tymas Primary (304692)	174.219.3.64	01/27/2025 12:03:36 PM
2	Jesse E Tymas Primary (304692)	174.219.3.64	01/27/2025 12:08:51 PM
3	Jesse E Tymas Primary (304692)	74.113.231.66	01/27/2025 12:12:59 PM
4	Jesse E Tymas Primary (304692)	74.113.231.66	01/27/2025 12:17:17 PM
5	Jesse E Tymas Primary (304692)	74.113.231.66	01/27/2025 12:20:27 PM
6	Jesse E Tymas Primary (304692)	74.113.231.66	01/27/2025 12:23:28 PM
7	Jesse E Tymas Primary (304692)	74.113.231.66	01/27/2025 12:26:48 PM
8	Jesse E Tymas Primary (304692)	74.113.231.66	01/27/2025 12:27:33 PM
9	Jesse E Tymas Primary (304692)	74.113.231.66	01/27/2025 12:31:10 PM
10	Jesse E Tymas Primary (304692)	74.113.231.66	01/27/2025 12:35:08 PM
11	Jesse E Tymas Primary (304692)	74.113.231.66	01/27/2025 12:35:43 PM
12	Collin Noble Owner/Manager	99.111.152.35	01/29/2025 10:05:16 AM
Community Policies and Rules			
1	Jesse E Tymas Primary (304692)	74.113.231.66	01/27/2025 12:36:54 PM
2	Jesse E Tymas Primary (304692)	74.113.231.66	01/27/2025 12:37:33 PM
3	Jesse E Tymas Primary (304692)	74.113.231.66	01/27/2025 12:38:10 PM
4	Jesse E Tymas Primary (304692)	74.113.231.66	01/27/2025 12:38:38 PM
5	Collin Noble Owner/Manager	99.111.152.35	01/29/2025 10:05:17 AM
Crime & Drug Free Housing Addendum			

1	Jesse E Tymas Primary (304692)	74.113.231.66	01/27/2025 12:39:27 PM
2	Collin Noble Owner/Manager	99.111.152.35	01/29/2025 10:05:18 AM
No Smoking Addendum			
1	Jesse E Tymas Primary (304692)	74.113.231.66	01/27/2025 12:39:59 PM
2	Collin Noble Owner/Manager	99.111.152.35	01/29/2025 10:05:18 AM
Bedbug Addendum			
1	Jesse E Tymas Primary (304692)	74.113.231.66	01/27/2025 12:40:16 PM
2	Jesse E Tymas Primary (304692)	74.113.231.66	01/27/2025 12:40:22 PM
3	Collin Noble Owner/Manager	99.111.152.35	01/29/2025 10:05:18 AM
Mold Disclosure Addendum - NC			
1	Jesse E Tymas Primary (304692)	74.113.231.66	01/27/2025 12:40:33 PM
2	Jesse E Tymas Primary (304692)	74.113.231.66	01/27/2025 12:41:55 PM
3	Collin Noble Owner/Manager	99.111.152.35	01/29/2025 10:05:19 AM
Animal Addendum			
1	Jesse E Tymas Primary (304692)	74.113.231.66	01/27/2025 12:42:07 PM
2	Jesse E Tymas Primary (304692)	74.113.231.66	01/27/2025 12:42:11 PM
3	Jesse E Tymas Primary (304692)	74.113.231.66	01/27/2025 12:42:18 PM
4	Collin Noble Owner/Manager	99.111.152.35	01/29/2025 10:05:19 AM
Concession Addendum			
1	Jesse E Tymas Primary (304692)	74.113.231.66	01/27/2025 12:42:58 PM
2	Collin Noble Owner/Manager	99.111.152.35	01/29/2025 10:05:19 AM
Raleigh Prop Addendum			
1	Jesse E Tymas Primary (304692)	74.113.231.66	01/27/2025 12:45:39 PM

2	<b>Jesse E Tymas</b> Primary (304692)	74.113.231.66	01/27/2025 12:45:46 PM
3	<b>Collin Noble</b> Owner/Manager	99.111.152.35	01/29/2025 10:05:20 AM
<b>Access Control Addendum</b>			
1	<b>Jesse E Tymas</b> Primary (304692)	74.113.231.66	01/27/2025 12:47:48 PM
2	<b>Collin Noble</b> Owner/Manager	99.111.152.35	01/29/2025 10:05:20 AM
<b>Guarantor Addendum</b>			
1	<b>Laura W Tymas</b> Guarantor (304724)	45.37.87.149	01/28/2025 09:03:59 PM
2	<b>Collin Noble</b> Owner/Manager	99.111.152.35	01/29/2025 10:05:21 AM
<b>Valet Trash Addendum</b>			
1	<b>Jesse E Tymas</b> Primary (304692)	74.113.231.66	01/27/2025 12:52:13 PM
2	<b>Collin Noble</b> Owner/Manager	99.111.152.35	01/29/2025 10:05:21 AM
<b>Utility Addendum</b>			
1	<b>Jesse E Tymas</b> Primary (304692)	74.113.231.66	01/27/2025 12:53:50 PM
2	<b>Jesse E Tymas</b> Primary (304692)	74.113.231.66	01/27/2025 12:56:07 PM
3	<b>Jesse E Tymas</b> Primary (304692)	74.113.231.66	01/27/2025 12:57:09 PM
4	<b>Jesse E Tymas</b> Primary (304692)	74.113.231.66	01/27/2025 12:57:43 PM
5	<b>Collin Noble</b> Owner/Manager	99.111.152.35	01/29/2025 10:05:21 AM
<b>Brownfields Addendum</b>			
1	<b>Jesse E Tymas</b> Primary (304692)	74.113.231.66	01/27/2025 12:59:51 PM
2	<b>Collin Noble</b> Owner/Manager	99.111.152.35	01/29/2025 10:05:22 AM
<b>Sustainability Addendum</b>			
1	<b>Jesse E Tymas</b> Primary (304692)	74.113.231.66	01/27/2025 01:00:49 PM
2	<b>Collin Noble</b> Owner/Manager	99.111.152.35	01/29/2025 10:05:22 AM

Furniture & Inventory Addendum			
1	Jesse E Tymas Primary (304692)	74.113.231.66	01/27/2025 01:01:31 PM
2	Collin Noble Owner/Manager	99.111.152.35	01/29/2025 10:05:22 AM
Required Insurance Addendum			
1	Jesse E Tymas Primary (304692)	74.113.231.66	01/27/2025 01:03:30 PM
2	Jesse E Tymas Primary (304692)	74.113.231.66	01/27/2025 01:03:37 PM
3	Collin Noble Owner/Manager	99.111.152.35	01/29/2025 10:05:22 AM
Preiss Standard Addenda			
1	Jesse E Tymas Primary (304692)	74.113.231.66	01/27/2025 01:04:54 PM
2	Jesse E Tymas Primary (304692)	74.113.231.66	01/27/2025 01:05:10 PM
3	Jesse E Tymas Primary (304692)	74.113.231.66	01/27/2025 01:05:17 PM
4	Jesse E Tymas Primary (304692)	74.113.231.66	01/27/2025 01:07:32 PM
5	Jesse E Tymas Primary (304692)	74.113.231.66	01/27/2025 01:09:53 PM
6	Jesse E Tymas Primary (304692)	74.113.231.66	01/27/2025 01:10:08 PM
7	Jesse E Tymas Primary (304692)	74.113.231.66	01/27/2025 01:12:12 PM
8	Jesse E Tymas Primary (304692)	74.113.231.66	01/27/2025 01:13:09 PM
9	Jesse E Tymas Primary (304692)	74.113.231.66	01/27/2025 01:15:06 PM
10	Collin Noble Owner/Manager	99.111.152.35	01/29/2025 10:05:23 AM
Roommate Matching Addendum			
1	Jesse E Tymas Primary (304692)	74.113.231.66	01/27/2025 01:17:07 PM
2	Collin Noble Owner/Manager	99.111.152.35	01/29/2025 10:05:23 AM