



Protect Your Family From Lead in Your Home



Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint or lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



March 2021

Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](https://www.epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

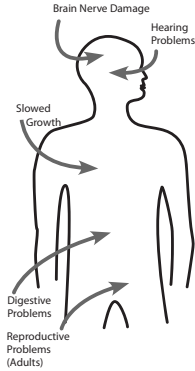
- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage

While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain



Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children’s blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at epa.gov/lead.

¹ “Lead-based paint” is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm²), or more than 0.5% by weight.

² “Lead-containing paint” is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorated lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. Lead-based paint may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 10 micrograms per square foot (µg/ft²) and higher for floors, including carpeted floors
- 100 µg/ft² and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
 - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
 - Sample dust near painted surfaces and sample bare soil in the yard
 - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement contractor. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 10 micrograms per square foot (µg/ft²) for floors, including carpeted floors
- 100 µg/ft² for interior windows sills
- 400 µg/ft² for window troughs

Abatementers are designed to permanently eliminate lead-based paint hazards. However, lead dust can be reintroduced into an abated area.

- Use a HEPA vacuum on all furniture and other items returned to the area, to reduce the potential for reintroducing lead dust.
- Regularly clean floors, window sills, troughs, and other hard surfaces with a damp cloth or sponge and a general all-purpose cleaner.

Please see page 9 for more information on steps you can take to protect your home after the abatement. For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 15 and 16), epa.gov/lead, or call 1-800-424-LEAD.

Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.*

Call your local health department or water company to find out about testing your water, or visit epa.gov/safewater for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

13 * Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as **"greta"** and **"azarcon,"** used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/safewater for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

U. S. Environmental Protection Agency (EPA)
Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 906-6809

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (LL-17J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 353-3808

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10 (20-C04)
Air and Toxics Enforcement Section
1200 Sixth Avenue, Suite 155
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact to Office of Lead Hazard Control and Healthy Homes for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD

451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/lead

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IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor’s Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (*check (i) or (ii) below*):
- (i) ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
- _____
- _____
- _____
- _____
- _____
- (ii) ☒ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the lessor (check (i) or (ii) below):
- (i) ☐ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
- _____
- _____
- _____
- _____
- _____
- (ii) ☒ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee’s Acknowledgement (*initial*)

- (c) RBK Lessee has received copies of all information listed above.
- (d) RBK Lessee has received the pamphlet Protect Your Family from Lead in Your Home.

Agent’s Acknowledgement (*initial*)

- (e) _____ Agent has informed the lessor of the lessor’s obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Chateau Apartments Owner, LLC, 201 Hwy 54 Carrboro, NC 27510 #106			
		Carrboro	
Apartment Name & unit number OR street address of dwelling		City	
<u>Rajitha Bhavani Kantheti</u>	<u>07/21/2021</u>		
Lessee (Resident)	Date	Lessee (Resident)	Date
Lessee (Resident)	Date	Lessee (Resident)	Date
Lessee (Resident)	Date	Lessee (Resident)	Date
Chateau Apartments Owner, LLC			
_____		_____	
_____		_____	
Lessor (Owner)		Agent	
_____		_____	
Date		Date	

NAA
NATIONAL APARTMENT ASSOCIATION
We Lead the Way Home

This is a binding document. Read carefully before signing.

Moving In — General Information

- In holding your security deposit, we will [check one]:
- ☒ Deposit the security deposit in a trust account with (name of bank or savings institution) Bank of America

located at (address) 501 N Main St High Point
NC 27260

☐ Furnish a bond from (name of bonding company) _____
_____ located at
(address) _____.

Your security deposit will be held and, upon termination of your tenancy, be applied in the manner and for the purposes set forth in paragraphs 47 (Security Deposit Deductions and Other Charges) and 48 (Deposit Return, Surrender, and Abandonment) of this Lease Contract.

5. **KEYS.** You will be provided 2 apartment key(s), 1 mailbox key(s), 0 FOB(s), and/or 0 other access device(s) for access to the building and amenities at no additional cost at move-in. If the key, FOB, or other access device is lost or becomes damaged during your tenancy or is not returned or is returned damaged when you move out, you will be responsible for the costs for the replacement and/or repair of the same.

- 6. RENT AND CHARGES.** Unless modified by addenda, you will pay \$ 1035.00 per month for rent, payable in advance and without demand:

- Prorated rent of \$ 1035.00 is due for the remainder of
[check one]: ☐ 1st month or ☐ 2nd month, on

Otherwise, you must pay your rent on or before the 1st day of each month (due date) with no grace period. Cash is unacceptable without our prior written permission. You must not withhold or offset rent unless expressly authorized by statute. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. At our discretion, we may convert any and all checks via the Automated Clearing House (ACH) system for the purposes of collecting payment. Rent is not considered accepted, if the payment/ACH is rejected, does not clear, or is stopped for any reason. If you don't pay all rent on or before the 5th day of the month (late fee cannot be charged before the 6th day of the month), you'll pay a late charge of 5% of the rental payment or \$15.00, whichever is greater—or, where your rent is subsidized in any way, the late fee shall not exceed \$15.00 or an amount equal to 5% of your share of the rental payment. The late fee shall be considered additional rent and you will owe such late fee without us having to demand it from you. You'll also pay a charge of \$ 35.00 or the maximum amount allowed by law as of the date the check is tendered to us (whichever is greater) for each returned check or rejected electronic payment. If you don't pay rent on time, you'll be delinquent and all remedies under this Lease Contract will be authorized. We'll also have all other remedies for such violation.

- 7. UTILITIES.** We'll pay for the following items, if checked and if permitted by law:

- You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. You are responsible for having all utilities for which You are paying the provider directly, set up in Your name prior to taking possession of the Premises. You must not

No one else may occupy the apartment without our express written permission.

4. **SECURITY DEPOSIT.** Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract for all residents in the apartment is \$ 125, due on or before the date this Lease Contract is signed, to be administered in accordance with the North Carolina Tenant Security Deposit Act, N.C.G.S. § 42-50 et seq.

allow utilities to be disconnected—including disconnection for not paying your bills—until the lease term or renewal period ends as such failure constitutes a default of the Lease. Cable channels that are provided may be changed during the lease term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-operated lighting. If any utilities are submetered for the apartment, or prorated by an allocation formula, we will attach an addendum to this Lease Contract in compliance with state agency rules or city ordinance.

8. INSURANCE. We do not maintain insurance to cover your personal property or personal injury. We are not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism unless otherwise required by law.

In addition, we urge all Residents, and particularly those residing in coastal areas, areas near rivers, and areas prone to flooding, to obtain flood insurance. Renter’s insurance may not cover damage to your property due to flooding. A flood insurance resource which may be available includes the National Flood Insurance Program managed by the Federal Emergency Management Agency (FEMA).

We ☒ require ☐ do not require you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like.

If renter’s insurance is required, you shall maintain at all times during the Term of this Lease, at your sole expense, a renter’s insurance policy, or its equivalent, issued by a licensed insurance company in a minimum policy coverage amount of \$ 15000.00, and you shall provide us with proof of such insurance to our satisfaction. If you allow your renter’s insurance coverage to lapse, we may retain a policy for you and assess the premium to the you as additional rent which is due and payable with the monthly rent.

If no box is checked, renter’s insurance is not required.

Additionally, you are [check one] ☒ required to purchase personal liability insurance, and you shall provide us with proof of such insurance to our satisfaction ☐ not required to purchase personal liability insurance. If no box is checked, personal liability insurance is not required. If required, failure to maintain personal liability

insurance throughout your tenancy, including any renewal periods and/or lease extensions, may be an incurable breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law. You understand and agree that should you allow your liability coverage to lapse, expire or otherwise be terminated, we may, at our sole option (in lieu of declaring an incurable breach), elect to purchase a liability policy on your behalf and assess the premium to you as additional rent which is due and payable with the monthly rent.

You acknowledge that no portion of the rent paid by you under this agreement will be specifically allocated for the purchase of the owner’s structural fire insurance, though the owner may use a portion of gross rental proceeds obtained from all rental units in the community to purchase such structural fire insurance, and in such an event, that you are in no way a co-insured under any such policy.

9. LOCKS AND LATCHES. Keyed lock(s) will be rekeyed after the prior resident moves out. The rekeying will be done before you move into your apartment. You agree not to install additional or different locks or latches on any doors or windows of the premises, unless we have consented in writing to such installation.

You may at any time ask us to change or rekey locks or latches during the Lease Term. We must comply with those requests, but you must pay for them, unless otherwise provided by law. You agree that any resident may request, either orally or in writing, that we install new or different locks for the premises. You further understand and agree that once we install new or different locks we shall provide keys to the replacement locks to any other residents and/or authorized occupants in the absence of a lawful reason to deny them such keys.

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

Special Provisions and “What If” Clauses

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

See special provisions on the last page

See any additional special provisions.

11. REIMBURSEMENT. You must promptly reimburse us for lost rent, loss, damage, government fines, or cost of repairs or service in the apartment community resulting, directly or indirectly, from You, your occupants, guests or visitors. The parties expressly agree that NCGS 42-10 shall not apply to your tenancy and, as such, resident shall be strictly liable for any damage incurred by us, including but not limited to lost rent, even where the premises is not habitable. **Unless the damage or wastewater stoppage is due to our negligence, we’re not liable for—and you must pay for—repairs, replacement costs, and damage to the following that result from your or your invitees, guests, or occupants’ negligence or intentional acts: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment.** We may require payment at any time, including advance payment of repairs for which you’re liable. Delay in demanding sums you owe is not a waiver. Whether or not you pay for the damage, we may still declare a default of the Lease Contract and terminate your right to possession of the premises pursuant to paragraph 33 (Default by Resident) herein.

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

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

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

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

If the sheriff does not store your personal property removed from the apartment, we may take possession of it and move it for storage purposes. In the event of an execution of a Writ of Possession against you, you agree that this sentence hereby constitutes our offer to release your personal property to you during our regular business hours for the seven calendar-day period following the execution of a Writ of Possession. Seven days after being placed in lawful

possession of your personal property by execution of the Writ of Possession, we may throw away, dispose of, or sell your property. If you request that we release your property to you during the seven day period, we must do so during our regular business hours. If we elect to sell your property, we must give you at least seven days notice prior to the sale, and we must release your property to you if you so request before the sale. If you do not request the release of your property within seven days, all costs of summary ejectment, execution and storage proceedings shall be charged to you as court costs and shall constitute a lien against the stored property.

In the event we terminate your right of possession without terminating this Lease Contract, you shall remain liable for the full performance of all the covenants, and we shall use reasonable efforts to re-rent the premises on your behalf and you shall remain liable for any resulting costs, deficiencies or damages. Any such rentals reserved from re-renting shall be applied first to the cost of re-renting the premises and then to the rentals due under this Lease Contract. Re-entry shall not bar the right of recovery of rent or damages for breach of covenants, nor shall the partial receipt of rent after conditions broken be deemed a waiver of forfeiture, as provided by N.C.G.S. In order to entitle us to re-enter and/or terminate this Lease Contract for default, it shall not be deemed necessary to give notice of rent being due and unpaid or of other conditions broken or to make demands for rent, the execution of this Lease signed by you and us being sufficient notice of all terms of this Lease Contract including of the rent being due and demand for the same. We shall have all rights granted pursuant to N.C.G.S. §42-25.9 and §42-25.6.

(B) ABANDONED PROPERTY

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

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

- 13.FAILING TO PAY FIRST MONTH'S RENT. If you don't pay the first month's rent when or before the Lease Contract begins, we may end your right of occupancy and recover damages, future rent, reletting charges, attorney's fees, court costs, and other lawful charges. This paragraph does not apply to termination of this Lease Contract 14 or more days before occupancy by military personnel.
- 14.RENT INCREASES AND LEASE CONTRACT CHANGES. No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph 10 (Special Provisions), by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under paragraph 19 (Community Policies or Rules). If, at least 5 days before the advance notice deadline referred to in paragraph 3 (Lease Term), we give you written notice

of rent increases or lease changes effective when the lease term or renewal period ends, this Lease Contract will automatically continue month-to-month with the increased rent or lease changes. The new modified Lease Contract will begin on the date stated in the notice (without necessity of your signature) unless you give us written move-out notice under paragraph 43 (Move-Out Notice).

- 15.DELAY OF OCCUPANCY. If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. Termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and any rent paid. You hereby acknowledge and agree that we shall not be responsible for any other damages that may result from our failure to deliver possession of the premises, including but not limited to, moving expenses, lodging, storage, or any other cost, expense or damage whatsoever. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment.
- If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, but not later.
- (1) If we give written notice to any of you when or after the initial term as set forth in paragraph 3 (Lease Term)—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date—you may terminate the Lease Contract within 3 days of your receiving the notice, but not later.
- (2) If we give written notice to any of you before the initial term as set forth in paragraph 3 (Lease Term) and the notice states that construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease Contract within 7 days after any of you receives written notice, but not later. The readiness date is considered the new initial term as set forth in paragraph 3 (Lease Term) for all purposes. This new date may not be moved to an earlier date unless we and you agree.

16.RENTAL APPLICATION. You understand and agree that we have relied upon the Rental Application ("application") submitted by you as an inducement for entering into this Lease Contract, and you warrant that the facts contained in such application are true. If we determine or learn that any fact or representation in the application is false or deceptive or omits material facts, you shall be in default of this Lease Contract, and in such an event, we shall have all of the rights and remedies set forth in this Lease Contract.

You understand and agree that we reserve the right to check the criminal records of you and your occupants at any time during the original term or any renewal terms of this Lease Contract, though you also agree that we have no affirmative duty to anyone to research or monitor the criminal records or sex offender records of any person.

17.DISCLOSURE RIGHTS. If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it.

While You're Living in the Apartment

18.COMMON AREAS. As used in this Agreement, the terms "Common Area" or "Common Areas" shall refer to all land and fixtures and spaces (other than Our business and management offices) outside the premises that are owned and maintained by us and comprise the single piece of real property that form the single community in which the premises is located. You understand and agree that the use of the Common Areas (including any amenity, swimming pool, exercise room, basketball court, parking areas, laundry facilities, hallways, breezeways, roadways, and so forth) is subject to any Rules and Regulations set by us and that such Rules and Regulations may be changed at any time without notice. You understand and agree that your payment of rent to us only entitles you to the rental and use of the premises and your ingress and egress to and from the premises while you remain in legal possession of the premises; you also understand and agree that your use of any Common Area facility is not included as part of the rent but instead is a privilege granted to you by us. We may revoke your privilege to use any facility upon your default of this Agreement, or if we deem, in our sole discretion, that you or an occupant or guest has misused the facility in any way or has disturbed the rights or comfort of other people.

In the event we revoke your privilege to use a facility, you agree that we have the right to trespass you and your occupant(s) criminally from the facility. You also further agree that: (a) We may close or eliminate any facility at any time; (b) that we may bar you or any occupant or guest from entering or using any facility based on your, or their, misuse of same or based upon your default of this Agreement, including but not limited to your failure to pay rent or any other debt when due under this Agreement; (c) You would not be entitled to any rent reduction or abatement or rescission or damages of any kind whatsoever relating in any way to your inability to access or use any facility. You also agree that we may remove, or we may request that any law enforcement officer remove or otherwise trespass, any person from the Common Areas where such person cannot or will not establish that they are a resident, occupant or guest.

19.COMMUNITY POLICIES OR RULES. You and all guests and occupants must comply with any written apartment rules, any restrictive covenants that might be in place and community policies, including instructions for care of our property. Our rules are

considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if they are distributed and applicable to all units in the apartment community and do not change dollar amounts on page 1 of this Lease Contract.

Amenities. We reserve the right to set the days and hours of use for all Amenities and to change the character of, or close, any Amenity based upon our needs and in our sole and absolute discretion, without notice, obligation or recompense of any nature to you.

20. LIMITATIONS ON CONDUCT. The apartment and other areas reserved for your private use must be kept clean and free of trash, garbage, and other debris. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. You agree to keep all passageways and common areas free of obstructions such as trash, storage items, and all forms of personal property. No person shall ride or allow bikes, skateboards, or other similar objects in the passageways. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in all common areas. You, your occupants, or guests may not anywhere in the apartment community: use candles or use kerosene lamps or kerosene heaters without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in your apartment or in the apartment community is prohibited—except that any lawful business conducted “at home” by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas. You'll be liable to us for damage caused by you or any guests or occupants.

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

You agree to notify us if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive our right to evict you.

21. PROHIBITED CONDUCT. You, your occupants or guests, or the guests of any occupants, may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; disrupting our business operations; criminal activity of any kind, including but not limited to, manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others; storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the apartment community; allowing or inviting any previously trespassed and/or banned guest or visitor into the community.

22. PARKING. We may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. A vehicle is unauthorized or illegally parked in the apartment community if it:

- (1) has a flat tire or other condition rendering it inoperable; or
- (2) is on jacks, blocks or has wheel(s) missing; or
- (3) has no current license plate or no current registration and/or inspection sticker; or
- (4) takes up more than one parking space; or
- (5) belongs to a resident or occupant who has surrendered or abandoned the apartment; or
- (6) is parked in a marked handicap space without the legally required handicap insignia; or
- (7) is parked in space marked for manager, staff, or guest at the office; or
- (8) blocks another vehicle from exiting; or
- (9) is parked in a fire lane or designated “no parking” area; or

- (10) is parked in a space marked for other resident(s) or unit(s); or
- (11) is parked on the grass, sidewalk, or patio; or
- (12) blocks garbage trucks from access to a dumpster; or
- (13) belongs to a resident and is parked in a visitor or retail parking space.

23. RELEASE OF RESIDENT. Unless you're entitled to terminate your tenancy under paragraphs 10 (Special Provisions), 15 (Delay of Occupancy), 43 (Move-Out Notice), or any other applicable laws, you won't be released from this Lease Contract for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.

24. MILITARY PERSONNEL CLAUSE. All parties to this Lease Contract agree to comply with any federal law, including, but not limited to the Service Member's Civil Relief Act, or any applicable state law(s), if you are seeking to terminate this Lease Contract and/or subsequent renewals and/or Lease Contract extensions under the rights granted by such laws.

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

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

Casualty Loss. You shall immediately notify us of any damage to the premises by fire, flooding, or other casualty not caused by us, including any type of catastrophic damage which renders the premises or a substantial portion of the premises, uninhabitable. We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law. Furthermore, where such damage is not caused by us, we shall have no obligation to provide alternative housing for you or to pay relocation expenses associated with vacating the premises. During freezing weather, you must ensure that the temperature in the apartment is sufficient to make sure that the pipes do not freeze (the appropriate temperature will depend upon weather conditions and the size and layout of your unit). If the pipes freeze or any other damage is caused by your failure to properly maintain the heat in your apartment, you'll be liable for damage to our and other's property. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us and hold us harmless from all liability for those services.

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

26.CONDITION OF THE PREMISES AND ALTERATIONS. You'll be given an Inventory and Condition form on or before move-in. You must note on the form all defects or damage within 7 days of being put in possession of the premises and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

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

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

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

We may, in our sole discretion, elect to repair substantial damage to the premises within a reasonable time under the circumstances, and in such an event, your obligations under the Lease Contract shall continue. Any obligation to pay rent during such period of repair shall be abated so long as the substantial damage was not caused by you, your occupants, guests or visitors. If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate your tenancy within a reasonable time by giving you written notice. If your tenancy is so terminated, we'll refund prorated rent (dating back to the date of the casualty) and all deposits, less lawful deductions. Should you fail to vacate the premises following our notice of termination herein you shall be considered a hold over tenant and we may exercise any and all remedies available to us under this Lease Contract.

28.ANIMALS. Unless otherwise provided under federal, state, or local law, no animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the apartment or apartment Community unless we've so authorized in writing. You must remove an illegal or unauthorized animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. If we allow an animal as a pet, you must execute a separate animal addendum which may require additional deposits, rents, fees or other charges. An animal deposit is considered a general security deposit. We will authorize an assistance animal for a disabled person. When allowed by applicable laws, before we authorize an assistance animal, if the disability is not readily apparent, we may require a written statement from a qualified professional verifying the disability-related need for the assistance animal. If we authorize an assistance animal, we may require you to execute a separate animal and/or assistance animal addendum. Animal deposits, additional rents, fees or other charges will not be required for an assistance animal needed due to disability, including an emotional support or service animal, as authorized under federal, state, or local law. You must not feed stray or wild animals.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. You shall remove any pet previously permitted under this Lease Contract and the Animal Addendum within 48 hours of written notification from us that the pet, in our sole judgment, creates a nuisance or disturbance or is, in our opinion, undesirable. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for defleaing, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules.

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

- (1) written notice of the entry is left in a conspicuous place in the apartment immediately after the entry; *and*
- (2) entry is for: responding to your request; making repairs or replacements; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance; changing filters; testing or replacing smoke-detector and/or carbon monoxide detector batteries; retrieving unreturned tools, equipment, or appliances; preventing waste of utilities; leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or access control devices; removing or rekeying unauthorized access control devices; stopping excessive noise; cutting off electricity according to statute; retrieving property owned or leased by former residents; inspecting when immediate danger to person or property is reasonably suspected; allowing persons to enter as you authorized in your rental application (if you die, are incarcerated, etc.); allowing entry by a law officer with search or arrest warrant or in hot pursuit; showing apartment to prospective residents (after move-out or vacate notice has been given); or showing apartment to government inspectors for the limited purpose of determining housing and fire ordinance compliance by us and to lenders, appraisers, contractors, prospective buyers, or insurance agents. Should you fail or refuse to allow us access to the premises pursuant to the terms of this paragraph, you shall be in default of this Lease Contract.

30.JOINT AND SEVERAL RESPONSIBILITY. Each resident is jointly and severally liable for all lease obligations. If you or any guest or occupant violates the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Our requests and notices to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant (including notices of tenancy termination, repair requests, and entry permissions) constitute notice from all residents. Security-deposit refunds and deduction itemizations of multiple residents will comply with paragraph 48 (Deposit Return, Surrender, and Abandonment).

Replacements

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

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

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

Responsibilities of Owner and Resident

32.RESPONSIBILITIES OF OWNER. We'll act with customary diligence to:

- (1) comply with the applicable building and housing codes;
- (2) make all repairs and do whatever is necessary to put and keep the premises in a fit and habitable condition;
- (3) keep all common areas of the premises in safe condition;
- (4) maintain in good and safe working order and promptly repair all facilities and appliances supplied or required to be supplied by us; and.
- (5) provide operable smoke detectors and/or carbon monoxide detectors and replace or repair the smoke and/or carbon monoxide detectors within 15 days of receipt of your written notification to us.

33.DEFAULT BY RESIDENT. You'll be in default if you or any guest or occupant violates any terms of this Lease Contract or Addenda including but not limited to the following violations: (1) you don't pay rent or other amounts that you owe when due; (2) you or any guest or occupant violates the apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (3) you abandon the apartment; (4) you give incorrect or false answers in a rental application; (5) you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; (6) any illegal drugs or paraphernalia are found in your apartment; (7) you or any guest or occupant engages in any of the prohibited conduct in paragraph 21 (Prohibited Conduct); or (8) you or any occupant, in bad faith, makes an invalid complaint to an official or employee of a utility company or the government.

Eviction. If you default, we may re-enter and re-take possession of the premises as provided in paragraph 12 (Eviction or Summary Ejectment and Property Left in the Apartment) and may immediately institute proceedings for summary ejectment as provided by law without notice or demand. Termination of your possession rights or subsequent reletting doesn't release you from liability for future rent or other lease obligations. After filing a summary ejectment suit, we may still accept a partial payment of rent or a partial housing subsidy payment; the filing or acceptance doesn't waive or diminish our right of eviction, or any other contractual or statutory right. Accepting a partial payment of rent or a partial housing subsidy payment at any time doesn't waive your default of this Lease Contract; our right to damages; past or future rent or other sums; or to file an eviction or to continue with filed eviction proceedings; nor does our exercise of any of our rights in this Paragraph violate Chapter 75 of the N.C. General Statutes. Pursuant to NCGS 42-73, we may accept a full payment of rent due with full and complete knowledge of any criminal acts that violate this Lease Contract without such acceptance of rent constituting any waiver of your default or our rights to enforce the same.

Release of Property Following Writ. If we obtain a judgment for possession against you and the Sheriff has executed a Writ of Possession delivering possession of the premises to us, this paragraph constitutes our offer to release your personal property to you, during our normal business hours, for a period of no more than 7 calendar days after the date of the Sheriff's execution of the Writ of Possession. Should you fail to retrieve your personal property during the lockout period we have the right to throw away or dispose of your personal property without any liability to you for the disposal or destruction of your personal property.

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

Other Remedies. We may report unpaid amounts to credit agencies. If you default and move out early, you will pay us all sums due and owing. Upon your default, we have all other legal remedies, including lease termination and summary ejectment under state statute. We may recover from you attorney's fees and all litigation costs to the extent permitted by law. In the event we file a summary ejectment lawsuit against you, we may also recover from you the highest one of the following fees (which shall be in addition to late fees, attorney's fees, and any applicable court costs):

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

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

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

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

General Clauses

34.NO AUTHORITY TO AMEND UNLESS IN WRITING.

Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract 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 us or our representatives unless in writing.

35.NO WAIVER. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, liens, or other rights isn't a waiver under any circumstances.

36.NOTICE. Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given. Fax or electronic signatures are binding. All notices must be signed. For purposes of establishing notice the parties may use electronic mail, text message or written notice sent to the addresses and/or mobile number set forth at the end of this Lease Contract.

37.MISCELLANEOUS.

- A. Exercising one remedy won't constitute an election or waiver of other remedies.
- B. Unless prohibited by law or the respective insurance policies, insurance subrogation is waived by all parties.
- C. All remedies are cumulative.
- D. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf.
- E. This Lease Contract binds subsequent owners.
- F. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract.
- G. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies.
- H. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option.
- I. All Lease Contract obligations must be performed in the county where the apartment is located.
- J. All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.
- K. If the premises or any portion of the community shall be taken by eminent domain pursuant to governmental authority, this Lease Contract shall terminate at our option and you shall have no claim against us or as to any portion of the award granted to us as a result of such taking.

38.CONTACTING YOU. By signing this lease, you are agreeing that we, our representative(s) or agent(s) may contact you. You agree that we may contact you using any contact information relating to your lease including any number or email address (i) you have provided to us (ii) from which you called us, or (iii) which we obtained and through which we reasonably believe we can reach you. You agree we may use any means to contact you. This may include calls made to your cellular telephone using an automatic telephone dialing system, artificial or prerecorded voice messages, text messages, mail, e-mail, and calls to your phone or Voice over Internet Protocol (VoIP) service, or any other data or voice transmission technology. You agree to promptly notify us if you change any contact information you provide to us. You are responsible for any service provider charges as a result of us contacting you.

39.OBLIGATION TO VACATE. If we provide you with a notice to vacate, or if you provide us with a written notice to vacate or intent to move-out in accordance with paragraph 3 (Lease Term), and we accept such written notice, then you are required to vacate the Apartment and remove all of your personal property therefrom at the expiration of the Lease term, or by the date set forth in the notice to vacate, whichever date is earlier, without further notice or demand from us.

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

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

41.PAYMENTS. At our option and without notice, we may apply money received first to any of your unpaid obligations, then to current rent—regardless of notations on checks or money orders and regardless of when the obligations arose. This excludes any previously charged late fees and/or unpaid utility payments which are submetered by us. All sums other than rent are due upon our demand. After the due date, we do not have to accept the rent or any other payments.

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

When Moving Out

43.MOVE-OUT NOTICE. Before moving out, you must give our representative advance written move-out notice as provided below. Your move-out notice will not release you from liability for the full term of the Lease Contract or renewal term. You will still be liable for the entire Lease Contract term if you move out early (paragraph 23 - Release of Resident) except under any other applicable laws. YOUR MOVE-OUT NOTICE MUST COMPLY WITH EACH OF THE FOLLOWING:

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

YOUR NOTICE IS NOT ACCEPTABLE IF IT DOES NOT COMPLY WITH ALL OF THE ABOVE . Please use our written move-out form. You must obtain from our representative written acknowledgment that we received your move-out notice. If we terminate your tenancy, we must give you the same advance notice—unless you are in default. Where there is more than one resident to this Lease Contract, a notice of termination submitted by one resident shall be considered a notice of termination submitted by all residents. Should there be conflicting notices, the notice of termination shall control.

44.MOVE-OUT PROCEDURES. The move-out date can't be changed unless we and you both agree in writing. You won't move out before the lease term or renewal period ends unless all rent for the entire lease term or renewal period is paid in full. Early move-out may result in reletting charges. You're prohibited by law from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must vacate the apartment before the 30-day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address. You shall pay any and all utility bills due for any utility services to the premises for which you are responsible. At or before the time of move-out and surrender of possession, you will provide us with written authorization allowing us to dispose of any personal property left in the premises by you upon surrendering the keys. You understand and acknowledge that your failure to provide such written authorization and/or to remove all personal property from the premises shall constitute your continued possession of the premises requiring us to file an action for summary ejection to regain possession of the premises. Should we be required to file such action you will be responsible for any rental obligation that comes due until such time as we are placed in lawful possession of the premises.

45.CLEANING. You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.

46.MOVE-OUT INSPECTION. You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.

47.SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES. We may deduct sums from your security deposit for charges related to the following: your possible non-payment of rent, costs of water and sewer services provided, damage to the premises, damage or destruction of smoke detectors or carbon monoxide detectors, nonfulfillment of the rental period, any unpaid bills that become a lien against the demised property due to your occupancy, costs of re-renting the premises after breach by you, including but not limited to any reasonable fees or commissions paid by the landlord to a licensed real estate broker to re-rent the premises, costs of removal and storage of your property after a summary ejectment proceeding, court costs, or any fee authorized by N.C. GEN. STAT. § 42-46.

48.DEPOSIT RETURN, SURRENDER, AND ABANDONMENT.
Deposit Return and Forwarding Address. You are required to provide us written notice of your forwarding address, on or before termination of this Lease Contract. If we can determine the full extent of our deductions from your security deposit, we'll mail you, to the forwarding address you provide, your security deposit refund (less lawful deductions) and an itemized accounting of any deductions no later than 30 days after termination of your tenancy under this Lease Contract and delivery of possession by you, unless statutes provide otherwise. If we cannot determine the full extent of our deductions from your security deposit within the aforementioned 30 day period, we'll mail you an interim itemized accounting of our

deductions from the deposit within 30 days after termination of your tenancy under this Lease Contract and delivery of possession by you, and we'll also mail your security deposit refund (less lawful deductions) and a final itemized accounting of any deductions no later than 60 days after termination of your tenancy under this Lease Contract and delivery of possession by you. If you fail to provide us with your forwarding address in writing, as required above, we will process the unclaimed security deposit in accordance with state law. To the extent there are multiple residents under the Lease Contract, you hereby acknowledge that we may issue any Deposit refund to one or all of the residents and it shall be up to the residents to divide accordingly.

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

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

Surrender, abandonment, and judicial eviction end your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the apartment, and determine any security deposit deductions. Surrender, abandonment, and judicial eviction affect your rights to property left in the apartment (paragraph 12 - Eviction or Summary Ejectment and Property Left in the Apartment), but do not affect our mitigation obligations (paragraph 33 - Default by Resident).

Severability, Originals and Attachments, and Signatures

49.SEVERABILITY. If any provision of this Lease Contract or Addenda are invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Lease Contract while preserving the intent of the parties.

50.ORIGINALS AND ATTACHMENTS. This Lease Contract and Addenda has been executed in multiple originals, with original signatures. We will provide you with a copy of the Lease Contract and Addenda. Your copy of the Lease Contract and Addenda may be in paper format, in an electronic format at your request, or sent via e-mail if we have communicated by e-mail about this Lease. Our rules and community policies, if any, will be attached to the Lease Contract and Addenda and provided to you at signing. When an Inventory and Condition form is completed, you should retain a copy, and we should retain a copy. Any addenda or amendments you sign as a part of executing this Lease Contract and Addenda are binding and hereby incorporated into and made part of the Lease Contract and Addenda between you and us. This lease is the entire agreement between you and us. You acknowledge that you are NOT relying on any oral representations. A copy or scan of this Lease Contract and related addenda, amendments, and agreements may be used for any purpose and shall be treated as an original.

You are legally bound by this document.
Read it carefully before signing.

Resident or Residents (all sign below)

Rajitha Bhavani Kantheti

Address, phone number and email address of resident for notice purposes

201 Hwy 54 #106
Carrboro, NC 27510
(864) 280-5923
rajithabhavani.kantheti@gmail.com

Owner or Owner's Representative (signing on behalf of owner)

Broker's license (if applicable):

Address and phone number of owner's representative for notice purposes

201 NC HWY 54
Carrboro, NC 27510
(919) 929-7126

Name and address of locator service (if applicable)

Date form is filled out (same as on top of page 1)

07/21/2021

SPECIAL PROVISIONS (CONTINUED FROM PAGE 2) The following are considered a maintenance emergency. If you are experiencing these issues after 5PM Mon - Fri or on the weekend, please call 919-929-7126, leave a message and someone will return your call within 15 minutes: - No Heat (outside temp below 60 degrees) - A plumbing leak or sewage stoppage - No electricity (except when due to nonpayment of a bill) or sparking from outlet, stove or other area - Any condition which would cause a fire - Gas odor - Refrigerator failure - No water or no hot water - No air conditioning (outside temp above 80 degrees) - Inoperable lock (resident must have key) - Clogged toilet (even if there is a second toilet) - Inability to secure the home (door or window broken and unable to be secured) - Running water (more than a drip) - Anything that may cause a safety hazard We apologize in advance, but we cannot come out after hours for lock-outs. You will have to call a locksmith or contact the office staff the next business day.

UTILITY AND SERVICES ADDENDUM



This Utility Addendum is incorporated into the Lease Contract (referred to in this addendum as "Lease Contract" or "Lease") dated July 21, 2021 between Chateau Apartments Owner, LLC

("We") and Rajitha Kantheti

("You") of Apt. No. 106 located at 201 Hwy 54 Carrboro, NC 27510

(street address) in Carrboro, NC 27510

and is in addition to all terms and conditions in the Lease. This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract . Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

1. Responsibility for payment of utility and service bills, including charges for usage, deposits, and any charges, taxes, fees, administrative fees or costs associated with the utility services or billing (collectively, "costs"), and the method of metering or otherwise allocating the payment of utility services and costs, will be as indicated below.

a) **Water** service to your apartment and costs will be paid by you either:

☐ Directly to the water service provider; or

☒ Water service will be billed by the service provider to us and then allocated to you based on sub-metering of all your water use.

b) **Sewer** service to your apartment and costs will be paid by you either:

☐ directly to the utility service provider; or

☒ Sewer service will be billed by the service provider to us and then allocated to you based on sub-metering of all your water use.

c) **Gas** service to your apartment and costs will be paid by you directly to the gas service provider.

d) **Trash** service to your apartment will be paid by you either:

☐ directly to the utility service provider; or

☐ Trash bills will be billed by the trash service provider to us and then charged to you based on the following formula:

☒ If flat rate is selected, the current flat rate is \$ 8.00 per month.

☐ 3rd party billing company if applicable

e) **Electric** service to your apartment and costs will be paid by you directly to the electric service provider.

f) **Stormwater** service to your apartment will be paid by you either:

☐ directly to the utility service provider; or

☐ stormwater bills will be billed by the service provider to us and then allocated to you based on the following formula:

☐ If flat rate is selected, the current flat rate is \$ per month.

☐ 3rd party billing company if applicable

g) **Cable TV** service to your apartment will be paid by you either:

☐ directly to the utility service provider; or

☐ cable TV bills will be billed by the service provider to us and then allocated to you based on the following formula:

☐ If flat rate is selected, the current flat rate is \$ per month.

☐ 3rd party billing company if applicable

h) **Master Antenna** service to your apartment will be paid by you either:

☐ directly to the utility service provider; or

☐ master antenna bills will be billed by the service provider to us and then allocated to you based on the following formula:

☐ If flat rate is selected, the current flat rate is \$ per month.

☐ 3rd party billing company if applicable

i) **Internet** service to your apartment will be paid by you either:

☐ directly to the utility service provider; or

☐ internet bills will be billed by the service provider to us and then allocated to you based on the following formula:

☐ If flat rate is selected, the current flat rate is \$ per month.

☐ 3rd party billing company if applicable

j) **Pest Control** service to your apartment will be paid by you either:

☐ directly to the utility service provider; or

☐ pest control bills will be billed by the service provider to us and then allocated to you based on the following formula:

☒ If flat rate is selected, the current flat rate is \$ 4.00 per month.

☐ 3rd party billing company if applicable

k) (Other) service to your apartment will be paid by you either:

☐ directly to the utility service provider; or

☐ bills will be billed by the service provider to us and then allocated to you based on the following formula:

☐ If flat rate is selected, the current flat rate is \$ per month.

☐ 3rd party billing company if applicable

l) (Other) service to your apartment will be paid by you either:

☐ directly to the utility service provider; or

☐ bills will be billed by the service provider to us and then allocated to you based on the following formula:

☐ If flat rate is selected, the current flat rate is \$ per month.

☐ 3rd party billing company if applicable
- METERING/ALLOCATION METHOD KEY
- "1" - Sub-metering of all of your water/gas/electric use

"2" - Flat rate per month

"3" - Allocation based on the number of persons residing in your apartment

"4" - Allocation based on the number of persons residing in your apartment using a ratio occupancy formula

"5" - Allocation based on square footage of your apartment

"6" - Allocation based on a combination of square footage of your apartment and the number of persons residing in your apartment unit

"7" - Allocation based on the number of bedrooms in your apartment

"8" - Allocation based on a lawful formula not listed here

(Note: if "8" is selected, a separate "Exhibit A" will be attached describing the formula used)
2. If an allocation method is used, we or our billing company will calculate your allocated share of the utilities and services provided and all costs in accordance with state and local statutes. Under any allocation method, Resident may be paying for part of the utility usage in common areas or in other residential units as well as administrative fees. Both Resident and Owner agree that using a calculation or allocation formula as a basis for estimating total utility consumption is fair and reasonable, while recognizing that the allocation method may or may not accurately reflect actual total utility consumption for Resident. Where lawful, we may change the above methods of determining your allocated share of utilities and services and all other billing methods, in our sole discretion, and after providing written notice to you. More detailed descriptions of billing methods, calculations and allocation formulas will be provided upon request.
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Page 1 of 2

3. When billed by us directly or through our billing company, your payment of utility and/or services bills must be received within _____ days of the date when the bill is issued at the place indicated on your bills, or the payment will be late. The late payment of a bill or failure to pay any utility and/or services bill is a material breach of the Lease and we will exercise all lawful remedies available under the Lease. To the extent there is a billing fee for the production of any utility or services bill by us or our billing company, you shall pay such billing fee in an amount not to exceed \$3.75 or any higher amount as approved by the North Carolina Utilities Commission.
4. You will be charged for the full period of time that you are living in, occupying, or responsible for payment of rent and utility or service charges on the apartment. If you breach the Lease, you will be responsible for utility and service charges for the time period you were obligated to pay the charges under the Lease, subject to our mitigation of damages. In the event you fail to timely establish non-water/sewer utilities and services accounts for which you are responsible, we may charge you for any such utilities and services billed to us with respect to your apartment.
5. When you move out, you will receive a final bill, which may be estimated by us based on your prior utility and services usage. This bill must be paid at the time you move out or it will be deducted from the security deposit, as permitted by state law. Unless prohibited by law, bills may also be estimated on a temporary basis when necessary due to equipment malfunctions or other problems.
6. We are not liable for any losses or damages you incur as a result of outages, interruptions, or fluctuations in utilities or any other services provided to the apartment unless such loss or damage was the direct result of an intentional or negligent act or omission by us or our employees. You release us from any and all such claims and waive any claims for offset or reduction of rent or diminished rental value of the apartment due to such outages, interruptions, or fluctuations.
7. You agree not to tamper with, adjust, or disconnect any utility or services sub-metering system or device. Violation of this provision is a material breach of your Lease and may subject you to eviction or other remedies available to us under your Lease and this Addendum.
8. Owner has the sole authority to select and approve all utility and services providers who may provide services to Resident(s) at the apartment community, to the extent not prohibited by law.
9. Where lawful, all utilities, charges and fees of any kind under this lease (except water and sewer charges) shall be considered additional rent, and if partial payments are accepted by the Owner, they will be allocated first to non-rent charges and to rent last.
10. You represent that all occupants that will be residing in the Unit are accurately identified in the Lease. You agree to promptly notify Owner of any change in such number of occupants.
11. You agree that you may, upon thirty (30) days prior written notice from Owner to you, begin receiving a bill for additional utilities and services, at which time such additional utilities and services shall for all purposes be included in the term Utilities.
12. This Addendum is designed for use in multiple jurisdictions, and no billing method, charge, or fee mentioned herein will be used in any jurisdiction where such use would be unlawful. If any provision of this addendum or the Lease is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this addendum or the Lease. Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control.
13. The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Utility Addendum and will supersede any conflicting provisions of this printed Utility Addendum and/or the Lease Contract.

This image shows a single sheet of white paper with horizontal blue ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Resident Signature	<u><i>Rajitha Bhavani Kantheti</i></u>	Date	<u>07/21/2021</u>
Resident Signature	_____	Date	_____
Resident Signature	_____	Date	_____
Resident Signature	_____	Date	_____
Resident Signature	_____	Date	_____
Resident Signature	_____	Date	_____
Owner Representative	_____	Date	_____

BED BUG ADDENDUM



Date: July 21, 2021
(when this Addendum is filled out)

Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize the potential for any bed bugs in your dwelling or surrounding dwellings. This addendum contains important information that outlines your responsibility and potential liability with regard to bed bugs.

1. DWELLING UNIT DESCRIPTION.

Unit No. 106, 201 Hwy 54
Carrboro, NC 27510
(street address) in
Carrboro
(city), North Carolina, 27510 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: July 21, 2021
Owner's name: Chateau Apartments Owner, LLC

Residents (list all residents):

Rajitha Kantheti

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. PURPOSE. This Addendum modifies the Lease Contract and addresses situations related to bed bugs (cimex lectularius) which may be discovered infesting the dwelling or personal property in the dwelling. You understand that we relied on your representations to us in this Addendum.

4. INSPECTION AND INFESTATIONS. BY SIGNING THIS ADDENDUM, YOU REPRESENT THAT:

- YOU HAVE INSPECTED THE DWELLING PRIOR TO MOVING IN, OR PRIOR TO SIGNING THIS ADDENDUM, AND YOU DID NOT FIND ANY EVIDENCE OF BED BUGS OR A BED BUG INFESTATION;

OR

- YOU WILL INSPECT THE DWELLING WITHIN 48 HOURS AFTER MOVING IN, OR WITHIN 48 HOURS AFTER SIGNING THIS ADDENDUM AND WILL NOTIFY US OF ANY BED BUGS OR BED BUG INFESTATIONS.

You agree that you have read the information provided in this Addendum and that you are not aware of any infestation or presence of bed bugs in your current or previous dwellings, furniture, clothing, personal property, or possessions. You also acknowledge that you have fully disclosed to us any previous bed bug infestations or bed bug issues that you have experienced.

If you disclose to us a previous experience with bed bug infestations or other bed bug related issues, we can review documentation of the previous treatment(s) and inspect your personal property and possession to confirm the absence of bed bugs.

5. ACCESS FOR INSPECTION AND PEST TREATMENT.

You must allow us and our pest control agents access to the dwelling at reasonable times to inspect for or treat bed bugs as allowed by law. You and your family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments. We have the right to select any licensed pest control professional to treat the dwelling and building. We can select the method of treating the dwelling, building and common areas for bed bugs. We can also inspect and treat adjacent or neighboring dwellings to the infestation even if those dwellings are not the source or cause of the known infestation. Unless otherwise prohibited by law, you are responsible for and must, at your own expense, have your own personal property, furniture, clothing and possessions treated according to accepted treatment methods established by a licensed pest control firm that we approve. You must do so as close as possible to the time we treated the dwelling. If you fail to do so, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract. You agree not to treat the dwelling for a bed bug infestation on your own.

6. NOTIFICATION. You must promptly notify us:

- of any known or suspected bed bug infestation or presence in the dwelling, or in any of your clothing, furniture or personal property.
- of any recurring or unexplained bites, stings, irritations, or sores of the skin or body which you believe is caused by bed bugs, or by any condition or pest you believe is in the dwelling.
- if you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or of any confirmation of bed bug presence by a licensed pest control professional or other authoritative source.

7. COOPERATION. If we confirm the presence or infestation of bed bugs, you must cooperate and coordinate with us and our pest control agents to treat and eliminate the bed bugs. You must follow all directions from us or our agents to clean and treat the dwelling and building that are infested. You must remove or destroy personal property that cannot be treated or cleaned as close as possible to the time we treated the dwelling. Any items you remove from the dwelling must be disposed of off-site and not in the property's trash receptacles. If we confirm the presence or infestation of bed bugs in your dwelling, we have the right to require you to temporarily vacate the dwelling and remove all furniture, clothing and personal belongings in order for us to perform pest control services. If you fail to cooperate with us, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract.

8. RESPONSIBILITIES. You may be required to pay all reasonable costs of cleaning and pest control treatments incurred by us to treat your dwelling unit for bed bugs. If we confirm the presence or infestation of bed bugs after you vacate your dwelling, you may be responsible for the cost of cleaning and pest control treatments. If we must move other residents in order to treat adjoining or neighboring dwellings to your dwelling unit, you may be liable for payment of any lost rental income and other expenses incurred by us to relocate the neighboring residents and to clean and perform pest control treatments to eradicate infestations in other dwellings. If you fail to pay us for any costs you are liable for, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract, and obtain immediate possession of the dwelling. If you fail to move out after your right of occupancy has been terminated, you will be liable for holdover rent under the Lease Contract.

9. TRANSFERS. If we allow you to transfer to another dwelling in the community because of the presence of bed bugs, you must have your personal property and possessions treated according to accepted treatment methods or procedures established by a licensed pest control professional. You must provide proof of such cleaning and treatment to our satisfaction.

10. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

[illegible]

You are legally bound by this document. Please read it carefully.

Resident or Residents
(All residents must sign)

Rajitha Bhavani Kantheti

Owner or Owner's Representative
(Signs below)

Date of Signing Addendum

You are entitled to receive an original of this Addendum after it is fully signed. Keep it in a safe place.

BED BUGS — A Guide for Rental Housing Residents

Bed bugs, with a typical lifespan of 6 to 12 months, are wingless, flat, broadly oval-shaped insects. Capable of reaching the size of an apple seed at full growth, bed bugs are distinguishable by their reddish-brown color, although after feeding on the blood of humans and warm-blooded animals—their sole food source—the bugs assume a distinctly blood-red hue until digestion is complete.

Bed bugs don't discriminate

Bed bugs increased presence across the United States in recent decades can be attributed largely to a surge in international travel and trade. It's no surprise then that bed bugs have been found time and time again to have taken up residence in some of the fanciest hotels and apartment buildings in some of the nation's most expensive neighborhoods.

Nonetheless, false claims that associate bed bugs presence with poor hygiene and uncleanness have caused rental housing residents, out of shame, to avoid notifying owners of their presence. This serves only to enable the spread of bed bugs.

While bed bugs are, by their very nature, more attracted to clutter, they're certainly not discouraged by cleanliness.

Bottom line: bed bugs know no social and economic bounds; claims to the contrary are false.

Bed bugs don't transmit disease

There exists no scientific evidence that bed bugs transmit disease. In fact, federal agencies tasked with addressing pest of public health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have refused to elevate bed bugs to the threat level posed by disease transmitting pests. Again, claims associating bed bugs with disease are false.

Identifying bed bugs

Bed bugs can often be found in, around and between:

- Bedding
- Bed frames
- Mattress seams
- Upholstered furniture, especially under cushions and along seams
- Around, behind and under wood furniture, especially along areas where drawers slide
- Curtains and draperies
- Along window and door frames
- Ceiling and wall junctions
- Crown moldings
- Behind and around wall hangings and loose wallpaper
- Between carpeting and walls (carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in walls and floors
- Inside electronic devices, such as smoke and carbon monoxide detectors

- Because bed bugs leave some persons with itchy welts strikingly similar to those caused by fleas and mosquitoes, the origination of such markings often go misdiagnosed. However, welts caused by bed bugs often times appear in succession and on exposed areas of skin, such as the face, neck and arms. In some cases, an individual may not experience any visible reaction resulting from direct contact with bed bugs.
- While bed bugs typically prefer to act at night, they often do not succeed in returning to their hiding spots without leaving traces of their presence through fecal markings of a red to dark brown color, visible on or near beds. Blood stains tend also to appear when the bugs have been squashed, usually by an unsuspecting host in their sleep. And, because they shed, it's not uncommon for skin casts to be left behind in areas typically frequented by bed bugs.

Preventing bed bug encounters when traveling

Because humans serve as bed bugs' main mode of transportation, it is extremely important to be mindful of bed bugs when away from home. Experts agree that the spread of bed bugs across all regions of the United States is largely attributed to an increase in international travel and trade. Travelers are therefore encouraged to take a few minutes upon arriving to their temporary destination to thoroughly inspect their accommodations, so as to ensure that any uninvited guests are detected before the decision is made to unpack.

Because bed bugs can easily travel from one room to another, it is also recommended that travelers thoroughly inspect their luggage and belongings for bed bugs before departing for home.

Bed bug do's and don'ts

- **Do not bring used furniture from unknown sources into your dwelling.** Countless bed bug infestations have stemmed directly from the introduction into a resident's unit of second-hand and abandoned furniture. Unless the determination can be made with absolute certainty that a piece of second-hand furniture is bed bug-free, residents should assume that the reason a seemingly nice looking leather couch, for example, is sitting curbside, waiting to be hauled off to the landfill, may very well be due to the fact that it's teeming with bed bugs.
- **Do address bed bug sightings immediately.** Rental housing residents who suspect the presence of bed bugs in their unit must immediately notify the owner.
- **Do not attempt to treat bed bug infestations.** Under no circumstance should you attempt to eradicate bed bugs. Health hazards associated with the misapplication of traditional and non-traditional, chemical-based insecticides and pesticides poses too great a risk to you and your neighbors.
- **Do comply with eradication protocol.** If the determination is made that your unit is indeed playing host to bed bugs, you must comply with the bed bug eradication protocol set forth by both your owner and their designated pest management company.



MOLD INFORMATION AND PREVENTION ADDENDUM



Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize any mold growth in your dwelling. That is why this addendum contains important information for you, and responsibilities for both you and us.

1. DWELLING UNIT DESCRIPTION.

Unit No. 106, 201 Hwy 54
Carrboro, NC 27510
(street address) in
Carrboro
(city), North Carolina, 27510 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: July 21, 2021
Owner’s name: Chateau Apartments Owner, LLC

Residents (list all residents):

Rajitha Kantheti

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. ABOUT MOLD. Mold is found virtually everywhere in our environment—both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter.

Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow. A 2004 Federal Centers for Disease Control and Prevention study found that there is currently no scientific evidence that the accumulation of mold causes any significant health risks for person with normally functioning immune systems. Nonetheless, appropriate precautions need to be taken.

4. PREVENTING MOLD BEGINS WITH YOU. In order to minimize the potential for mold growth in your dwelling, you must do the following:

- Keep your dwelling clean—particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.
- Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines—especially if the leak is large enough for water to infiltrate nearby walls. Turn on any exhaust fans in the bathroom and kitchen before you start showering or

cooking with open pots. When showering, be sure to keep the shower curtain inside the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you: (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.

- Promptly notify us in writing about any air conditioning or heating system problems you discover. Follow our rules, if any, regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of your dwelling dry out.
- Promptly notify us in writing about any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary.
- Keep the thermostat set to automatically circulate air in the event temperatures rise to or above 80 degrees Fahrenheit.

5. IN ORDER TO AVOID MOLD GROWTH, it is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:

- rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;
- overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C condensation lines;
- leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;
- washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking;
- leaks from clothes dryer discharge vents (which can put lots of moisture into the air); and
- insufficient drying of carpets, carpet pads, shower walls and bathroom floors.

6. IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES (such as ceramic tile, formica, vinyl flooring, metal, wood or plastic), the federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant®, Pine-Sol Disinfectant® (original pine-scented), Tilex Mildew Remover® or Clorox Cleanup®. (Note: Only a few of the common household cleaners will actually kill mold). Tilex® and Clorox® contain bleach which can discolor or stain. Be sure to follow the instructions on the container. Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface.

Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be

used to help remove non-visible mold products from porous items, such as fibers in sofas, chairs, drapes and carpets—provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes.

7. DO NOT CLEAN OR APPLY BIOCIDES TO: (1) visible mold on *porous surfaces*, such as sheetrock walls or ceilings, or (2) *large areas* of visible mold on *non-porous* surfaces. Instead, notify us in writing, and we will take appropriate action.

8. COMPLIANCE. Complying with this addendum will help prevent mold growth in your dwelling, and both you and we will be able to respond correctly if problems develop that could lead to mold growth. If you have questions regarding this addendum, please contact us at the management office or at the phone number shown in your Lease Contract.

If you fail to comply with this Addendum, you can be held responsible for property damage to the dwelling and any health problems that may result. We can't fix problems in your dwelling unless we know about them.

9. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Resident or Residents
(All residents must sign here)

Rajitha Bhavani Kantheti

Owner or Owner's Representative
(Signs here)

Date of Lease Contract

July 21, 2021

COMMUNITY POLICIES, RULES AND REGULATIONS
ADDENDUM



This addendum is incorporated into the Lease Contract (the “Lease”) identified below and is in addition to all the terms and conditions contained in the Lease. If any terms of this Addendum conflict with the Lease, the terms of this Addendum shall be controlling:

Property Owner: Chateau Apartments Owner, LLC

Resident(s): Rajitha Kantheti

Unit No./Address: #106, 201 Hwy 54 Carrboro, NC 27510, Carrboro, NC 27510

Lease Date: 07/21/2021

I. GENERAL CONDITIONS FOR USE OF DWELLING PROPERTY AND RECREATIONAL FACILITIES.
Resident(s) permission for use of all common areas, Resident amenities, and recreational facilities (together, “Amenities”) located at the Dwelling Community is a privilege and license granted by Owner, and not a contractual right except as otherwise provided for in the Lease. Such permission is expressly conditioned upon Resident’s adherence to the terms of the Lease, this Addendum, and the Community rules and regulations (“Rules”) in effect at any given time, 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 Lease, this Addendum, or the Community Rules shall control. Owner reserves the right to set the days and hours of use for all Amenities and to change the character of or close any Amenity based upon the needs of Owner and in Owner’s sole and absolute discretion, without notice, obligation or recompense of any nature to Resident. Owner and management may make changes to the Rules for use of any Amenity at any time.

Additionally, Resident(s) 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 amenities at the Community. Resident(s) 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(s) 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.

THE TERMS OF THIS ADDENDUM SHALL ALSO APPLY TO RESIDENT(S)’ OCCUPANTS, AGENTS AND INVITEES, TOGETHER WITH THE HEIRS, ASSIGNS, ESTATES AND LEGAL REPRESENTATIVES OF THEM ALL, AND RESIDENT(S) SHALL BE SOLELY RESPONSIBLE FOR THE COMPLIANCE OF SUCH PERSONS WITH THE LEASE, THIS ADDENDUM, AND COMMUNITY RULES AND REGULATIONS, AND RESIDENT(S) INTEND TO AND SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ALL CLAIMS OF SUCH PERSONS AS DESCRIBED IN THE PRECEDING PARAGRAPH. The term “Owner” shall include the Management, officers, partners, employees, agents, assigns, Owners, subsidiaries and affiliates of Owner.

II. POOL. This Community ☒ DOES; ☐ DOES NOT have a pool. When using the pool, Resident(s) agrees to the following:

- Residents and guests will adhere to the rules and regulations posted in the pool area and Management policies.
- All Swimmers swim at their own risk. Owner is not responsible for accidents or injuries.
- For their safety, Residents should not swim alone.
- Pool hours are posted at the pool.
- No glass, pets, or alcoholic beverages are permitted in the pool area. Use paper or plastic containers only.
- Proper swimming attire is required at all times and a swimsuit “cover up” should be worn to and from the pool.
- No running or rough activities are allowed in the pool area. Respect others by minimizing noise, covering pool furniture with a towel when using suntan oils, leaving pool furniture in pool areas, disposing of trash, and keeping pool gates closed.
- Resident(s) must accompany their guests.
- Resident(s) must notify Owner any time there is a problem or safety hazard at the pool.

III. FITNESS CENTER. This Community ☒ DOES; ☐ DOES NOT have a fitness center. When using the fitness center, Resident agrees to the following:

- Residents and guests will adhere to the rules and regulations posted in the fitness center and Management policies.
- The Fitness Center is not supervised. Resident(s) are solely responsible for their own appropriate use of equipment.
- Resident(s) shall carefully inspect each piece of equipment prior to Resident’s use and shall refrain from using any equipment that may be functioning improperly or that may be damaged or dangerous.
- Resident(s) shall immediately report to Management 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 Management Rules and Policies.
- Resident(s) shall consult a physician before using any equipment in the Fitness Center and before participating in any aerobics or exercise class, and will refrain from such use or participation unless approved by Resident’s physician.
- Resident(s) will keep Fitness Center locked at all times during Resident’s visit to the Fitness Center.
- Resident(s) will not admit any person to the Fitness Center who has not registered with the Management Office.
- Resident(s) must accompany guests, and no glass, smoking, eating, alcoholic beverages, pets, or black sole shoes are permitted in the Fitness Center.

Card # issued: (1) _____ (3) _____ (5) _____
(2) _____ (4) _____ (6) _____

IV. PACKAGE RELEASE. This Community ☐ DOES; ☒ DOES NOT accept packages on behalf of Residents.

For communities that do accept packages on behalf of its Residents:
Resident(s) gives Owner permission to sign and accept any parcels or letters sent to Resident(s) through UPS, Federal Express, Airborne, United States Postal Service or the like. Resident agrees that Owner does not accept responsibility or liability for any lost, damaged, or unordered deliveries, and agrees to hold Owner harmless for the same.

- V. **BUSINESS CENTER.** This Community ☐ DOES; ☒ DOES NOT have a business center. Resident(s) agrees to use the business center at Resident(s) sole risk and according to the Rules and Regulations posted in the business center and Management policies. Owner is not responsible for data, files, programs or any other information lost or damaged on Business Center computers or in the Business Center for any reason. No software may be loaded on Business Center computers without the written approval of Community Management. No inappropriate, offensive, or pornographic images or files (in the sole judgment of Owner) will be viewed or loaded onto the Business Center computers at any time. Residents will limit time on computers to _____ minutes if others are waiting to use them. Smoking, eating, alcoholic beverages, pets, and any disturbing behavior are prohibited in the business center.
- VI. **AUTOMOBILES/BOATS/RECREATIONAL VEHICLES.** The following policies are in addition to those in the Lease, and may be modified by the additional rules in effect at the Community at any given time:
- Only 2 vehicle per licensed Resident is allowed.
 - All vehicles must be registered at the Management office.
 - Any vehicle(s) not registered, considered abandoned, or violating the Lease, this Addendum, or the Community Rules, in the sole judgment of Management, will be towed at the vehicle owner's expense after a 24 hour notice is placed on the vehicle.
 - Notwithstanding this, any vehicle illegally parked in a fire lane, designated no parking space or handicapped space, or blocking an entrance, exit, driveway, dumpster, or parked illegally in a designated parking space, will immediately be towed, without notice, at the vehicle owner's expense.
 - The washing of vehicles is not permitted on the property unless specifically allowed in designated area.
 - Any on property repairs and/or maintenance of any vehicle must be with the prior written permission of the Management.
 - Recreational vehicles, boats or trailers may only be parked on the property with Management's permission (in Management's sole discretion), and must be registered with the Management Office and parked in the area(s) designated by Management.
- VII. **FIRE HAZARDS.** In order to minimize fire hazards and comply with city ordinances, Resident shall comply with the following:
- Residents and guests will adhere to the Community rules and regulations and other Management policies concerning fire hazards, which may be revised from time to time.
 - No person shall knowingly maintain a fire hazard.
 - **Grills, Barbeques, and any other outdoor cooking or open flame devices will be used only on the ground level and will be placed a minimum of 10 feet from any building.** Such devices will not be used close to combustible materials, tall grass or weeds, on exterior walls or on roofs, indoors, on balconies or patios, or in other locations which may cause fires.
 - **Fireplaces:** Only firewood is permitted in the fireplace. No artificial substances, such as Duraflame® logs are permitted. Ashes must be disposed of in metal containers, after ensuring the ashes are cold.
 - Flammable or combustible liquids and fuels shall not be used or stored (including stock for sale) in dwellings, near exits, stairways breezeways, or areas normally used for the ingress and egress of people. This includes motorcycles and any apparatus or engine using flammable or combustible liquid as fuel.
 - No person shall block or obstruct any exit, aisle, passageway, hallway or stairway leading to or from any structure.
 - Resident(s) are solely responsible for fines or penalties caused by their actions in violation of local fire protection codes.
- VIII. **EXTERMINATING.** Unless prohibited by statute or otherwise stated in the Lease, Owner may conduct extermination operations in Residents' dwelling several times a year and as needed to prevent insect infestation. Owner will notify Residents in advance of extermination in Residents' Dwelling, and give Resident instructions for the preparation of the Dwelling and safe contact with insecticides. Residents will be responsible to prepare the Dwelling for extermination in accordance with Owner's instructions. If Residents are unprepared for a scheduled treatment date Owner will prepare Residents' dwelling and charge Residents accordingly. Residents must request extermination treatments in addition to those regularly provided by Owner in writing. **Residents agree to perform the tasks required by Owner on the day of interior extermination to ensure the safety and effectiveness of the extermination. These tasks will include, but are not limited to, the following:**
- Clean in all cabinets, drawers and closets in kitchen and pantry.
 - If roaches have been seen in closets, remove contents from shelves and floor.
 - Remove infants and young children from the dwelling.
 - Remove pets or place them in bedrooms, and notify Owner of such placement.
 - Remove chain locks or other types of obstruction on day of service.
 - Cover fish tanks and turn off their air pumps.
 - Do not wipe out cabinets after treatment.
- In the case of suspected or confirmed bed bug infestation, resident will agree to the following:
- Resident will wash all clothing, bed sheets, draperies, towels, etc. in extremely hot water.
 - Resident will thoroughly clean, off premises, all luggage, handbags, shoes and clothes hanging containers.
 - Resident will cooperate with Owner's cleaning efforts for all mattresses and seat cushions or other upholstered furniture, and will dispose of same if requested.
- RESIDENTS ARE SOLELY RESPONSIBLE TO NOTIFY OWNER IN WRITING PRIOR TO
EXTERMINATION OF ANY ANTICIPATED HEALTH OR SAFETY CONCERNS RELATED TO
EXTERMINATION AND THE USE OF INSECTICIDES**
- IX. **DRAPES AND SHADES.** Drapes or shades installed by Resident, when allowed, must be lined in white and present a uniform exterior appearance.
- X. **WATER BEDS.** Resident shall not have water beds or other water furniture in the dwelling without prior written permission of Owner.
- XI. **BALCONY or PATIO.** Balconies and patios shall be kept neat and clean at all times. No rugs, towels, laundry, clothing, appliances or other items shall be stored, hung or draped on railings or other portions of balconies or patios. No misuse of the space is permitted, including but not limited to, throwing, spilling or pouring liquids or other items, whether intentionally or negligently, over the balconies or patios.

- XII. SIGNS.** Resident shall not display any signs, exterior lights or markings on dwelling. No awnings or other projections shall be attached to the outside of the building of which dwelling is a part.
- XIII. SATELLITE DISHES/ANTENNAS.** You must complete a satellite addendum and abide by its terms prior to installation or use.
- XIV. WAIVER/SEVERABILITY CLAUSE.** No waiver of any provision herein, or in any Community rules and regulations, shall be effective unless granted by the Owner in a signed and dated writing. If any court of competent jurisdiction finds that any clause, phrase, or provision of this Part is invalid for any reason whatsoever, this finding shall not effect the validity of the remaining portions of this addendum, the Lease Contract or any other addenda to the Lease Contract.
- XV. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

Resident owned Grills, Barbeques, etc. are not allowed in the community.

I have read, understand and agree to comply with the preceding provisions.

<u><i>Rajitha Bhavani Kantheti</i></u>	<u>07/21/2021</u>	_____	_____
Resident	Date	Resident	Date
_____	_____	_____	_____
Resident	Date	Resident	Date
_____	_____	_____	_____
Resident	Date	Resident	Date
_____	_____	_____	_____
Owner Representative	_____	Date	_____

LEASE ADDENDUM
LIABILITY INSURANCE REQUIRED OF RESIDENT



1. DWELLING UNIT DESCRIPTION.

Unit No. 106, 201 Hwy 54
Carrboro, NC 27510

Carrboro
(city), North Carolina, 27510 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: July 21, 2021
Owner's name: Chateau Apartments Owner, LLC

Residents (list all residents):

Rajitha Kantheti

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. ACKNOWLEDGMENT CONCERNING INSURANCE OR DAMAGE WAIVER

You acknowledge that we do not maintain insurance to protect you against personal injury, loss or damage to your personal property or belongings, or to cover your own liability for injury, loss or damage you (or your occupants or guests) may cause others. You also acknowledge that by not maintaining your own policy of personal liability insurance, you may be responsible to others (including us) for the full cost of any injury, loss or damage caused by your actions or the actions of your occupants or guests. You understand that paragraph 8 of the Lease Contract requires you to maintain a liability insurance policy, which provides limits of liability to third parties in an amount not less than \$ 100000.00 per occurrence. You understand and agree to maintain at all times during the Term of the Lease Contract and any renewal periods a policy of personal liability insurance satisfying the requirements listed below, at your sole expense.

4. REQUIRED POLICY.

You are required to purchase and maintain personal liability insurance covering you, your occupants and guests, for personal injury and property damage any of you cause to third parties (including damage to our property), in a minimum policy coverage amount of \$ 100000.00 , from a carrier with an AM Best rating of

A-VII or better, licensed to do business in North Carolina. The carrier is required to provide notice to us within 30 days of any cancellation, non-renewal, or material change in your coverage. We retain the right to hold you responsible for any loss in excess of your insurance coverage.

5. We may provide you with information of an insurance program that we make available to residents, which provides you with an opportunity to buy renter's insurance from a preferred company. However, you are free to contract for the required insurance with a provider of your choosing.

6. SUBROGATION ALLOWED. You and we agree that subrogation is allowed by all parties and that this agreement supersedes any language to the contrary in the Lease Contract.

7. YOUR INSURANCE COVERAGE. You have purchased the required personal liability insurance from the insurance company of your choosing listed below that is licensed to do business in this state, and have provided us with written proof of this insurance prior to the execution and commencement of the Lease Contract. You will provide additional proof of insurance in the future at our request.

Insurance Company: E Premium

8. DEFAULT. Any default under the terms of this Addendum shall be deemed an immediate, material and incurable default under the terms of the Lease Contract, and we shall be entitled to exercise all rights and remedies under the law.

9. MISCELLANEOUS. Except as specifically stated in this Addendum, all other terms and conditions of the Lease Contract shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease Contract, the terms of this Addendum shall control.

10. SPECIAL PROVISIONS:

In the event the Resident cancels or otherwise loses renters insurance, the Property will, within 48 hours, activate a master liability policy on the unit structure only. The Resident understands that at that point, their personal contents will not be covered. A monthly \$35.00 non-compliance fee will be charged to the Resident until such time the Resident shows proof of Renters Insurance with minimum requirements as outlined in Paragraph 8 of the lease.

I have read, understand and agree to comply with the preceding provisions.

Resident or Residents
(All residents must sign here)

Rajitha Bhavani Kantheti

Owner or Owner's Representative
(signs here)

Date of Lease Contract
July 21, 2021



RESIDENT PARKING ADDENDUM



Date: July 21, 2021
(when this Addendum is filled out)

1. DWELLING UNIT DESCRIPTION.

Unit No. 106, 201 Hwy 54
Carrboro, NC 27510

Carrboro
(city), North Carolina, 27510 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: July 21, 2021
Owner's name: Chateau Apartments Owner, LLC

Residents (list all residents):

Rajitha Kantheti

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

The term of this Parking Addendum is as follows:
Begins on August 1st, 2021 and
ending on May 21st, 2022.

RESIDENT AND OWNER AGREE AS FOLLOWS:

3. You agree to properly register all vehicles with management. If you get a new or replacement vehicle you must notify us and complete a revised agreement.
4. If you are provided with a parking tag or sticker it must be properly installed and displayed.
5. Unless your vehicle(s) has been assigned a specific space(s) you may park in any available space(s) in the parking areas, with the exception of spaces reserved for a particular use or any marked handicap space, unless you possess a government issued handicap decal or similar signage.
6. If you are assigned a specific parking space(s) we shall assign you the space(s) and retain the right to change assigned space(s) at our sole discretion.
7. You understand and accept that we have the right at any time, without notice, to tow unauthorized or non-registered vehicles from any parking space on the property.
8. You agree to use parking spaces in accord with the terms of the Lease and Community Rules.
9. Any vehicles which are improperly parked or are in violation of this addendum, the terms of the Lease or Community Rules will be towed at your expense. You agree that we shall not be liable to you for damages related to the physical towing nor any consequential damages you may incur through loss of use of the vehicle(s).

10. You understand that we will not be held liable for any damage or theft that may occur while your vehicle(s) is parked on any part of the property. Upon signing this agreement you knowingly accept the risk of parking any vehicle(s) on the property.
11. Any action by you, any occupant, guest, or visitor that violates this addendum shall constitute a violation of the Lease Contract.
12. You understand and agree that any judgment of possession entered against you shall be a judgment for possession of any parking spaces which you are entitled to under this addendum. Once such judgment is rendered and executed upon you, you shall immediately remove all vehicles from the property parking areas. If you fail to remove your vehicle(s), we shall tow the vehicle(s) at your expense. You agree that we shall not be liable to you for damages related to the physical towing nor any consequential damages you may incur through loss of use of the vehicle(s).

COST FOR PARKING

Resident agrees to pay a onetime fee of \$ _____ per vehicle on or before the ____ day of _____, _____. In alternative resident agrees to pay \$ _____ monthly per vehicle due on or before the ____ day of the month. If no amount is filled in parking shall be free for properly registered and authorized vehicles.

Resident understands and accepts that all-parking rights and privileges will immediately be revoked in the case that Resident is ____ days delinquent in paying the required parking fee.

Resident agrees to pay \$ 35.00 NSF fee for all checks returned for non-sufficient funds.

VEHICLE INFORMATION:

Vehicle 1

Make: _____
Model & Year: _____
State: _____
License Plate: _____
Permit Number: _____
Phone Number: _____
Parking Space: _____

Vehicle 2

Make: _____
Model & Year: _____
State: _____
License Plate: _____
Permit Number: _____
Phone Number: _____
Parking Space: _____

Vehicle 3

Make: _____
Model & Year: _____
State: _____
License Plate: _____
Permit Number: _____
Phone Number: _____
Parking Space: _____

13. SPECIAL PROVISIONS

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page or a sheet of stationery.

Resident or Residents
(All residents must sign)

Rajitha Bhavani Kantheti

Owner or Owner's Representative
(Signs below)

Date of Signing Addendum



NAA
NATIONAL APARTMENT ASSOCIATION
— We Lead the Way Home

WASHER AND DRYER ADDENDUM



1. DWELLING UNIT DESCRIPTION.

Unit No. 106, 201 Hwy 54
Carrboro, NC 27510

Carrboro
(city), North Carolina, 27510 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: July 21, 2021
Owner's name: Chateau Apartments Owner, LLC

Residents (list all residents):

Rajitha Kantheti

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. PURPOSE OF ADDENDUM. In consideration of your agreeing to rent a washer and dryer from us and by signing this Addendum, you agree to the terms and conditions set forth herein.

4. OWNER SUPPLIED WASHER AND DRYER.

A. Washer and Dryer Rental Fees. We agree to rent to you a washer and dryer for the sum of \$ _____ per month, beginning on _____ and expiring concurrently with the above referenced Lease Contract, including any renewal periods.

You shall pay the monthly washer and dryer rental amount in advance and without demand, as additional rent, along with your monthly rent payment. If any monthly washer and dryer rent is not paid on or before the due date, we or our agent(s) reserve the right to remove the equipment, as provided by law.

B. Identification of Washer and Dryer. You are entitled to exclusive use of a:

- ☐ Full Size
☒ Stackable
☐ Other: _____

Washer Model/Serial Number:

Dryer Model/Serial Number:

The washer/dryer set will hereinafter collectively be referred to as the "equipment." You acknowledge that you have inspected the equipment, and have found the same to be in good working condition free from any defect or mechanical issue. You further acknowledge that the equipment is for your use and in consideration of your agreement to pay washer and dryer rent. We are the owner of the equipment, and you shall not remove the equipment from the dwelling. Removal of the equipment from the dwelling without our prior written

consent will constitute theft, and result in our reporting to law enforcement and pursuit of both criminal and civil penalties against you.

C. Responsibility for Damages. You agree to immediately report any and all repairs or maintenance needed to the equipment to us. You will be responsible for any damages to our property, or to the personal property of others, if you fail to promptly report needed repairs or maintenance, and such needed repairs or maintenance not being able to be carried out causes damage to our property, or to the personal property of others. Except as may otherwise be prohibited by law, (1) you are responsible for any damage caused by a leaking washer, and will be billed by us for such damage; (2) we are not liable for any damage caused by the equipment; (3) you agree to waive any and all claims, liabilities and actions of any nature you may ever have against us and our agents for the delivery, repair, maintenance or removal of equipment unless such claims arise from any proximately caused negligence or intentional act committed by us or our agents; and (4) you agree to indemnify and to hold us and our agents harmless from and/or for any and all damages of any nature or kind arising from your willful or negligent misuse of the equipment.

D. Insurance. At all times you must carry renter's insurance that provides insurance coverage for damage to your personal belongings from accidental water discharge from the equipment or other causes. The insurance must also provide coverage for any potential liability, due to your fault, for water or other damage to other units and to personal property of others. You must verify with your insurance agent that such coverages are included in your policy and must furnish us a copy of the policy upon our request.

5. ACCESS TO WASHER AND DRYER; EMERGENCIES.

You agree to allow our agent(s) access to the dwelling and the equipment for the purpose of delivery, repair, maintenance, replacement or removal of the equipment. You agree to make any necessary preparations, including clearing a path to the laundry closet and securing all pets. Additionally, without advanced notice, you agree to allow our agent(s) access to the dwelling and the equipment in the event of an emergency, as provided by law.

6. RESIDENT USE AND MAINTENANCE OF WASHER AND DRYER.

You agree to use the equipment for normal household purposes, to use diligence in using the equipment, and to take proper care of the equipment. An equipment operations manual will be provided to you upon your request. You acknowledge that you know how to operate the equipment. You are liable to us for all damages to the equipment beyond normal wear and tear including, but not limited to, scratches, dents, dings and costs for repairs. You must pay us for all damages to the equipment upon demand. If not previously paid, we will assess the cost of equipment rent and damages to the equipment against your security deposit and/or final account upon move-out. If you remove the equipment from the dwelling, you shall pay us the actual cost of replacing the equipment.

7. ADDITIONAL PROVISIONS. You agree that sums and charges owed under this Addendum are additional rent. Violation of this Addendum including, but not limited to, your failure to pay monthly equipment rent is a breach of the Lease Contract, and we shall have all remedies available including termination of the Lease Contract and eviction. In addition, upon your failure to pay equipment rent, we shall have the right to remove the equipment, as provided by law. You shall remain liable for all amounts due under this Addendum until you vacate the dwelling, including holding over or month-to-month periods, and all provisions of this Addendum will remain in full force and effect during such periods.

8. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

Resident or Residents
(All residents must sign)

Rajitha Bhavani Kantheti

Owner or Owner’s Representative
(signs below)

Date of Signing Addendum

NAA
NATIONAL APARTMENT ASSOCIATION
— We Lead the Way Home

[illegible]

Resident or Residents
(All residents must sign)

Rajitha Bhavani Kantheti

Owner or Owner’s Representative
(Signs below)

Date of Signing Addendum

ANIMAL AGREEMENT

Community: The Chateau Apartments

Lease Date: 07/21/2021

Resident Name(s): Rajitha Kantheti

Address: 201 Hwy 54 Carrboro, NC 27510 #106, Carrboro, NC 27510

In and for consideration of a non-refundable fee of \$300.00 for the first animal, \$100.00 for the second animal, plus an additional charge of \$_____ per animal per month, Management agrees that the Resident(s) listed above may keep and maintain the hereinafter described animal(s) in the above stated apartment subject to the following conditions. The nonrefundable fee is not in any way construed to compensate for animal or Resident damages to the premises.

1. Resident has registered and shared their PetScreening Digital Profile with Management. The cost associated with registering is \$20 for a single animal, \$15 for each additional animal, plus an annual registration/renewal of \$10. No charges will be required for those with assistance animals.

1. The animal(s) referred to herein named _____ is a _____ (type) and its full-grown weight is _____ pounds. Color: _____ Sex: _____

**Breeds that are not acceptable include, but are not limited to: Rottweiler, American Staffordshire Terrier, Pit Bull, German Shepherd, Doberman Pinscher, Min-Pins, Akita, Chow, Wolf Hybrids, Dogo Argentine, Presa Canario, Cane Corso, Tosa Inu or other animals deemed dangerous by Management are not permitted.

**Snakes, alligators, farm animals, ferrets, spiders, lizards, guinea pigs, mice, rodents of any kind, etc., are prohibited.

**Parakeets, canaries, and cockatiels may be allowed – please contact Management prior to bringing them home.

2. In guidance with the Fair Housing Act, HUD regulatory guidelines and local/state ordinances, we will authorize support/service animals for the Resident, guests and occupants.
3. The Resident(s) agree to abide by the Management's policy limiting animals to those whose weight will not exceed 70 pounds at maturity or 0.00 " height when full grown. If there are two animals in the apartment, their combined weight cannot exceed 140 pounds at maturity. If any pet exceeds Management's guidelines at any time during the term of this addendum, or in the event of death or other disposition of said animal during the term of this addendum, the addendum and the Resident(s)' right to keep and maintain that or any other animal in or upon the leased grounds shall automatically expire and terminate.
4. We require photos of all animals – the photo will be taken by one of our office staff and kept in the lease file for identification purposes.
5. The resident shall provide copies of vaccination records, including rabies, to the leasing office to be kept on file.
6. The Resident shall keep the animal on a leash at all times that it is outside of the apartment and it must always be accompanied by the Resident. No animals shall be permitted to be on the grounds unaccompanied. If your animal inflicts any injury, please give your name and telephone number to the other animal owner before leaving and report the incident to The Chateau Apartments (Community). You are at all times solely responsible for your animal's behavior and any damage animal dog may cause. Neither The Chateau Apartments (Community) nor Apartment Dynamics, LLC or any of their agents shall be liable to any property, physical, or animal damage or injury caused by your animal.
7. Other than support animals, no animal is allowed in the pool area, laundry room, clubrooms, fitness rooms or any other recreational area within the Community.
8. The animal is never to be tied outside of the apartment, on a patio, deck or balcony, or elsewhere on the grounds.
9. Animals must be fed and watered within the Residents' unit. No food or water should be left outside unless Resident has a fenced in area around their unit.

- 10. The Resident shall prevent said animal from damaging the grounds, the individual apartments including Resident’s own premises, and the apartment buildings. The Resident shall be responsible for any and all damages attributed to said animal.
- 11. The Resident shall maintain control over said animal at all times and shall prevent it from disturbing other residents and their guests.
- 12. Only two animals per apartment will be allowed at any time.
- 10. Resident will only walk the animal in an un-landscaped or grassy area or designated pet walking area at least (50) fifty feet away from the building(s), sidewalks, parking lot(s), and public areas. Resident will clean up after their animal and dispose in the appropriate containers or trash can(s).
- 11. Visiting animals must be reported to the Leasing Office and are only allowed to stay (2) two days during any (90) ninety-day period.

If at any time the Resident fails to perform any of this Agreement, or if the keeping of the animal, in the sole opinion of Management, becomes a nuisance to other residents of the Community, Management shall demand removal of the animal from the Apartment Community. Further, the Resident agrees that the animal will be removed permanently from the Community within 48 hours of a written notice from Management requesting the Resident to do so. In the event the Resident fails to comply, legal action shall be taken to have the pet removed from the premises, however, all other terms and conditions of the lease shall remain in force.

NOTE: Management reserves the right to add charges for animal feces and other damages that are directly the result of the Resident’s tenancy, but which cannot be discerned at the time of move-out and/or the initial move-out inspection.

<i>Rajitha Bhavani Kantheti</i> RESIDENT SIGNATURE	07/21/2021 DATE
RESIDENT SIGNATURE	DATE
RESIDENT SIGNATURE	DATE
RESIDENT SIGNATURE	DATE
RESIDENT SIGNATURE	DATE
RESIDENT SIGNATURE	DATE

Community Safety Tips and Recommendations

Personal Safety – While Inside Your Dwelling

1. Lock your doors and windows – even while you’re inside.
2. Use deadbolt lock on the doors while you’re inside.
3. When answering the door, see who is there by looking through a window or peephole. If you don’t know the person, first talk with him or her without opening the door. Don’t open the door if you have any doubts.
4. We recommend not giving out keys, gate cards, lock or alarm combinations.
5. Don’t put your name, address, or phone number on your key ring.
6. If you’re concerned because you have lost your key or someone you distrust has a key, ask the management to rekey the locks. We will gladly get it done as long as you pay for the rekeying.
7. Dial 911 for emergencies. If an emergency arises, call the appropriate governmental authorities first, then call management.
8. Check your smoke detector monthly for dead batteries if applicable or malfunctions.
9. Check your door locks, window latches, and other security devices regularly to be sure they are working properly.
10. Immediately report the following to management – in writing, dated and signed:
 - any needed repair of locks, latches, doors, windows, smoke detectors, and alarm systems, and
 - any malfunction of other safety devices outside your dwelling, such as broken gate locks, burned out lights in stairwells and parking lots, blocked passages, broken railings, etc.
11. Close curtains, blinds, and window shades at night.
12. Mark or engrave identification on valuable personal property.

Personal Safety – While Outside Your Dwelling

1. Lock your doors while you're gone. If you have them, lock your handle lock, deadbolt lock, sliding door pin lock, sliding door handle latch, and sliding door security bar.
2. Leave a radio or TV playing softly while you're gone.
3. Close and latch your windows while you're gone, particularly while you're on vacation.
4. Tell your roommate or spouse where you're going and when you'll be back.
5. Don't walk alone at night. Don't allow your family to do so.
6. Don't hide a key under the doormat or a nearby flowerpot. These are the first places a burglar will look.
7. Don't give entry codes or electronic gate cards to anyone.
8. Use lamp timers when you go out in the evening or go away on vacation. They can be purchased at most hardware stores.
9. Let the manager and your friends know if you'll be gone for an extended time. Ask your neighbors to watch your dwelling since the management cannot assume responsibility.
10. While on vacation, have your newspaper delivery stopped – or have a friend pick up your newspaper daily.
11. While on vacation, have your mail temporarily stopped by the post office or picked up regularly by a friend.
12. Carry your door key in your hand, whether it is daylight or dark, when walking to your entry door. You are more vulnerable when looking for your keys at the door.

Personal Safety – While Using Your Car

1. Lock your car doors while driving. Lock your car doors and roll up the windows when leaving your car parked.
2. Don't leave exposed items in your car, such as electronics, wrapped packages, briefcases or purses, loose change, etc.
3. Don't leave your keys in your car.
4. Carry your key ring in your hand while walking to your car – whether it is daylight or dark and whether you are at home, school, work or vacation.
5. Try to park your car in an off-street parking area rather than on the street. If you park on the street, park near a streetlight. If you notice a streetlight out, please contact management.
6. Check under the car before approaching it and check the backseat before getting into your car.
7. Don't stop at gas stations or automatic teller machines at night – or anytime when you expect danger.

Personal Safety Awareness

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

Resident Acknowledgement: Rajitha Bhavani Kantheti Date 07/21/2021

Resident Acknowledgement: _____ Date _____

Resident Acknowledgement: _____ Date _____

Resident Acknowledgement: _____ Date _____

Resident Acknowledgement: _____ Date _____

Resident Acknowledgement: _____ Date _____

Copy to resident/Original in File

Move-In / Move-Out Inspection Form

Community Name: _____

Address: _____

Resident's Name: _____

Security Deposit Pd \$ _____

Lease Expiration Date: _____

Move-Out Date: _____

Move-In Inspection		Move-Out Inspection		Estimated Charges
Location	Resident accepts responsibility of above referenced rental property "as is" with the exceptions listed below. This form is made a part of the rental agreement for said property and existing damages are noted for permanent record.	Inspection to determine extent and estimated charges for any damage deductions to be assessed by landlord against resident's security deposit. This is only an estimate, and is subject to final cost of repairs if needed.		
Exterior				\$
Living-Dining				\$
Kitchen				\$
Hall				\$
Master Bedroom				\$
Master Bath				\$
Bedroom 2				\$
Bedroom 3				\$
Bath 2				\$
Rent Deductions		Days X Per Day =		\$
Other Comments				
MANAGEMENT NOTES: Service request issued: Yes____ No____ Completion Date: _____ Attach Copy		Total Estimated Charges:		\$
		Less Security Deposit on Account		\$
			Amount Due Resident	\$
			Amount Due Property	\$

Landlord's Signature Date

Landlord's Signature Date

Resident acknowledges receipt of foregoing Move-In Inspection results, right to inspect prior to taking occupancy, and accepts Move-In inspection report.

Resident acknowledges receipt of Move-Out inspection results and accepts Move-Out inspection report and estimated costs. NOTE: Landlord reserves the right to add charges for animal feces and other damages that are directly the result of the Resident's tenancy, but which cannot be discerned at the time of the move-out inspection.

Resident's Signature Date

Resident's Signature Date

Rent and Charges Addendum

Per the NAA Apartment Lease Contract, you, the Resident(s) agree to pay the following rent and charges each month for unit 106, at 201 Hwy 54 Carrboro, NC 27510, Carrboro, NC 27510 (unit address) for the following lease term: 08/01/2021 (lease start date) to 05/21/2022 (lease end date).

Monthly Rental Amount Due	
Description	Amount
Apartment Home Rent	\$ 1035
Trash Fee	\$ 8.00
Pest Control Fee	\$ 4.00
Pet Rent	\$ 0.00
Washer/Dryer	\$ 0.00
WIFI/Cable	\$ 0.00
Garage/Storage	\$ 0.00
Additional Fees	\$ 0.00
Concession	\$ 0.00
TOTAL MONTHLY RENT	\$ 1047.00

Rental payments are due in full on or before the first of each month. Rent is late if paid after the first. Payment(s) must be in the form of a check written on the account of one of the lease holders (no third-party checks), a money order, certified check, ACH payment, or credit card. We are unable to accept cash. After the fifth (5th) of the month, a 5% late fee will be assessed if rental payments have not been paid in full. Payment would then need to be in the form of a money order or certified check. No checks, credit card, or ACH payments will be accepted.

If a payment is returned as an NSF, a \$35.00 NSF fee will be charged at that time.

Rajitha Bhavani Kantheti
Resident Signature

07/21/2021
Date

Resident Signature

Date

Resident Signature

Date

Resident Signature

Date

Resident Signature

Date

Resident Signature

Date

SATELLITE DISH AND ANTENNA RULES AND REGULATIONS

Under rules of the Federal Communications Commission (FCC), you as our resident have a limited right to install a satellite dish or receiving antenna within the leased premises. We as rental housing owners are allowed to impose reasonable restrictions relating to such installation. You are required to comply with these restrictions as a condition of installing such equipment. These Rules and Regulations contain the restrictions that you and we agree to follow.

1. **Number and size.** You may install only one satellite dish or antenna within the premises that are leased to you for your exclusive use. A satellite dish may not exceed 39 inches in diameter. An antenna or dish may receive but not transmit signals.
2. **Location.** Location of the satellite dish or antenna is limited to (1) inside your dwelling, or (2) in an area outside your dwelling such as a balcony, patio, yard, etc., of which you have exclusive use under your lease. Installation is not permitted on any parking area, roof, exterior wall, window, windowsill, fence or common area, or in an area that other residents are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to you for your exclusive use.
3. **Safety and non-interference.** Your installation: (1) must comply with reasonable safety standards; (2) may not interfere with our cable, telephone or electrical systems or those of neighboring properties; (3) may not be connected to our telecommunication systems; and (4) may not be connected to our electrical system except by plugging into a 110-volt duplex receptacle. If the satellite dish or antenna is placed in a permitted outside area, it must be safely secured by one of three methods: (1) securely attaching it to a portable, heavy object such as a concrete block; (2) clamping it to a part of the building’s exterior that lies within your leased premises (such as a balcony or patio railing); or (3) any other method approved by us. No other methods are allowed. We may require reasonable screening of the satellite dish or antenna by plants, etc., so long as it does not impair reception.
4. **Signal transmission from exterior dish or antenna to interior of dwelling.** You may not damage or alter the leased premises and may not drill holes through outside walls, door jams, window sills, etc. If your satellite dish or antenna is installed outside your living area (on a balcony, patio, or yard of which you have exclusive use under your lease), signals received by your satellite dish or antenna may be transmitted to the interior of your dwelling only by: (1) running a “flat” cable under a door jam or window sill in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window; (2) connecting cables “through a window pane” similar to how an external car antenna for a cellular phone can be connected to inside wiring by a device glued to either side of the window – without drilling a hole through the window; (3) wireless transmission of the signal to a device inside the dwelling; or (4) any other method approved by us.
5. **Workmanship.** For safety purposes, you must obtain our approval of (1) the strength and type of materials to be used for installation, and (2) the person or company who will perform the installation. A qualified person or company that has worker’s compensation insurance and adequate public liability insurance must do the installation. Our approval will not be unreasonably withheld. You must obtain permits for the installation required by the city, if any, and comply with any applicable city ordinances.
6. **Maintenance.** You will have the sole responsibility for maintaining your satellite dish or antenna and all related equipment. We may temporarily remove the satellite dish or antenna if necessary to make repairs to the building.
7. **Removal and damages.** You must remove the satellite dish or antenna and all related equipment when you move out of the dwelling. You must pay for any damages and for the cost of repairs or repainting which may be reasonably necessary to restore the leased premises to its condition prior to the installation of your satellite dish or antenna and related equipment.

Name	The Chateau Apartments	Address	201 Hwy 54 Carrboro, NC 27510 #106,
<i>Rajitha Bhavani Kantheti</i>		07/21/2021	
Resident Signature		Date	
Rajitha Kantheti			
Resident Name (Print)			
Resident Signature		Date	
Resident Name (Print)			
Resident Signature		Date	
Resident Name (Print)			
Resident Signature		Date	
Resident Name (Print)			
Resident Signature		Date	
Resident Name (Print)			
Manager		Date	

Swimming Pool Safety Regulations

The rules and regulations, which are listed below, are for the protection and benefit of all, to assure safe and sanitary operation of the pool and sunbathing facilities. Your cooperation in abiding by these rules will afford pleasant recreation for all concerned. They can be summed up in a few simple words: Be SAFE and be considerate of your neighbors.

Residents, occupants, and guests are requested to observe rules and obey instructions of all employees. Any failure to comply with the rules shall be considered sufficient cause for any action deemed necessary by the management, including barring of violators from the use of the pool area.

1. Residents and their guests swim at their own risk – there is no lifeguard on duty. All persons using the pool or the pool area do so at their own risk as the management does not assume responsibility for any accident or injury in connection with such use.
2. For the safety of everyone using the swimming pool, we ask that there be no diving.
3. There should be no glass of any kind in the pool area. This poses a safety hazard for those in bare feet.
4. Normal operation hours will be 0.00 AM through 0.00 PM Monday – Sunday. The pool will be closed on Mondays, if necessary for maintenance and/or repairs. Management reserves the right to vary these hours without notice as needed.
5. Please shower before entering the pool.
6. Please dress at home and be considerate of your neighbors by wearing appropriate and adequately covering swim suits (no thongs).
7. Please use greaseless suntan lotion instead of oil type.
8. Each household can have two guests at any time. Residents must be with their guests at all times, and are responsible for all actions of their guests. Management reserves the right to limit or discontinue a guest from visiting the pool as needed at its own discretion.
9. The pool may be closed at any time due either to mechanical breakdown, weather conditions, or any operational difficulty. We regret that prior notification of pool closing may not be possible.
10. Persons under the age of 15 may use the pool only if accompanied by an adult.
11. The owner and his agent are not responsible for loss or damage of personal property.
12. Wheeled vehicles are not permitted in the pool area.
13. No running, pushing, wrestling, ball playing or causing undue disturbance in and around the pool area will be allowed.
14. We ask that pets remain outside the pool area.
15. Admission shall be refused to anyone with skin abrasions, inflamed eye infections, or those persons wearing bandages.
16. Food and refreshments may not be consumed within the pool area. No alcoholic beverages may be brought within the pool area, including beer.
17. No abusive language will be tolerated.
18. Surfboards, inflatable mats, life jackets, etc. are prohibited in the pool.
19. We ask that everyone clean up after themselves and remove all trash, cigarette butts, matches, etc. Please help keep your pool clean!
20. Pool passes must be with you at all times. Pool passes will be checked periodically during pool hours.

The above rules and regulations become a part of your lease. Such rules may be revised or additional rules established at any time without prior notice. The management reserves the right to refuse entry or deny pool privileges at its sole discretion.

Address # 201 Hwy 54 Carrboro, NC 27510 #106, Carrboro, NC 27510

DATE: 07/21/2021 Pool Pass #:0.00

Rajitha Bhavani Kantheti
RESIDENT SIGNATURE

RESIDENT SIGNATURE

RESIDENT SIGNATURE

RESIDENT SIGNATURE

RESIDENT SIGNATURE

RESIDENT SIGNATURE

Fitness Center Addendum to Lease

Resident(s):Rajitha Kantheti

Address: 201 Hwy 54 Carrboro, NC 27510 #106, Carrboro, NC 27510

LIABILITY AT ALL APARTMENT RECREATION AREAS: The Pool, Fitness Center, and all other recreation areas provided in The Chateau Apartments are to be utilized by residents and guests at their own risk. It is recommended that appropriate attire be worn in all common areas, and that proper safety equipment be utilized, where applicable. Use of any recreation area is subject to following rules and regulations management may put in place and which may change at any time.

FITNESS CENTER: The Fitness Center is open to all Residents 24-hours a day, 7 days a week. Inoperable equipment or the closing of the fitness room for repairs and maintenance can occur at any time. The following rules and regulations are to be observed when utilizing the Fitness Center:

1. Video surveillance may be in use at all common areas, for everyone’s peace of mind.
2. Residents, occupants, and guests must be 15 years of age to utilize the equipment. Any person under the age of 15 must be accompanied by an adult, who is a resident, while in the Fitness Center.
3. Guests are only permitted when accompanied by a Resident and only as space is available at the sole discretion of management with a maximum of one guest at any time.
4. Smoking is not permitted anywhere in the Fitness Center.
5. No food or drinks – aside from water – are permitted in the Fitness Center. Glass containers and alcohol are restricted from the Fitness Center.
6. Proper attire is required to maintain the high standards of the Fitness Center. Shirts and rubber-sole shoes must be worn.
7. Please wipe down equipment after use.
8. Please be considerate of others when using the TV in the fitness room.
9. Residents are not to enter and/or use the Fitness Center in wet swimming attire.
10. Personal audio devices are permitted, but please use headphones.
11. Any person with heart disease, abnormal blood pressure or other chronic diseases should consult a physician before using the facility.
12. Residents and their guests must accept full responsibility for themselves while using the Fitness Center facilities; Management is not responsible for any injuries.
13. Anyone not conducting himself or herself in an orderly manner may lose their Fitness Center privileges.
14. Passes or the code to the Fitness Center will be available for Residents 15 or older. Residents agree not to give their pass to non-residents, or to admit non-residents into the room, except as outlined above.

The fitness center can be accessed with the following four-digit code _____. This code will change periodically so please be sure to subscribe to our communications and please do not provide this code to anyone who is not a resident of The Chateau Apartments.

<u>Rajitha Bhavani Kantheti</u>	<u>07/21/2021</u>
Resident	Date
_____	_____
Resident	Date
_____	_____
Resident	Date
_____	_____
Resident	Date
_____	_____
Resident	Date
_____	_____
Resident	Date

CONSTRUCTION ADDENDUM

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

Apartments
as Lessor (*hereinafter referred to as "We" or "Us" or in similar possessive forms such as Our and Ours*) and **Rajitha Kantheti**

as Lessee (*hereinafter referred to singularly or collectively as "You" or in similar possessive forms such as Your or Yours*) for the rental of real property located at a street address of: **201 Hwy 54 Carrboro, NC 27510 #106, Carrboro, NC 27510**

(said real property hereinafter referred to as "the Premises").

2. **PURPOSE OF ADDENDUM AND DISCLOSURE OF CONSTRUCTION PROJECT DURING LEASE TERM.** This Addendum memorializes Our informing You of certain construction work and improvements that will occur in the **The Chateau Apartments**

Apartment community (the "Community") during the Lease term. By signing this Addendum, You understand and agree that:

A. We and/or Our agents and/or vendors may perform necessary construction work, at our sole option, to renovate, improve, alter, or modify the Premises, the building in which the Premises is located (the "Building"), and/or the entire Community (collectively "the Project") during the Lease term, to include but not be limited to the following:

- Replacement and/or repair of the Building roof, common areas, systems and equipment, and structural portions of the same;
- Installation of water sub-meters in the Premises;
- Installation of a stackable washer/dryer closet in the corner of the dining area of the Premises;
- Modification to the common area and resident amenities to comply with applicable laws and regulations, to include but not be limited to, regulations relating to accessibility, seismic conditions, and safety and security; and
- Installation of new carpet, lighting, and wall coverings in the Building and/or Community common areas.

B. In connection with such Project, We may, among other things, erect scaffolding or other necessary structures in the building and limit or eliminate access to portions of the Premises, Building, or Community common areas in Our sole discretion. The Project may create noise, dust, and debris within the Premises, the Building, and/or the Community.

C. The above-described Project may require entry into the Premises by Us or Our third-party contractors assigned to the Project, and in so doing, You may be asked and otherwise required to move personal property away from any work areas that We may need in Our sole discretion in order to complete the Project; however, We will provide you with telephonic, emailed, or written notice at least seven (7) days prior to such entry into the Premises or the beginning of renovations. While we will provide you with telephonic, emailed, or written notice at least seven (7) days prior to such entry into the Premises, You understand and agree that We may enter Your Premises to perform such repairs without your authorization or consent.

D. You understand and agree that the rental amount for the Premises takes into consideration the above-described Project which has influenced the market rental rate of the Premises; as such, no further discounts, abatements, or concessions will be offered if You take possession of the apartment.

3. **ASSUMPTION OF RISK.** You acknowledge that Your entry into the Premises during the Project is purely voluntary and in no way has been mandated by Us. In consideration of allowing Your voluntary entry into the Premises during the Project, You **do HEREBY WAIVE, RELEASE, HOLD HARMLESS, FOREVER DISCHARGE, and COVENANT NOT TO SUE The Chateau Apartments**

or any of Our agents and/or vendors and/or any of their respective owners, investors, officers, members, managers, shareholders, agents, employees, representatives, contractors and affiliates regarding any and all responsibility or liability for injuries or damages to You resulting from Your entry into the Premises during the Project. **YOU EXPRESSLY AND VOLUNTARILY AND FREELY ASSUME THE RISK OF ENTRY INTO THE PREMISES DURING THE PROJECT, WHETHER OR NOT ANY PERSONAL INJURY OR PERSONAL PROPERTY DAMAGE YOU MAY SUSTAIN IS CAUSED, WHETHER DIRECTLY OR INDIRECTLY, BY THE NEGLIGENCE OF THE RELEASED PARTIES OR ANY OF THEIR AGENTS AND/OR VENDORS.**

4. **WAIVER OF CLAIMS.** By Your signature on this Addendum, You expressly agree that the rent owed under the Lease already reflects any diminution in value that may be caused by, or may be related to in any way, the Project and its possible impacts upon You and the Premises, and for due and proper consideration, the receipt of which is hereby acknowledged by You and by Us, You hereby waive any and all possible future claims that You may have against Us, or any of Our agent's officers, directors, employees, agents, affiliates, subsidiaries, and partners, where such claims may involve any damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from any inconvenience, loss of rental value, noise, or any other disturbance or intrusion relating to the Project and its impacts on the Community or the Premises. As such, you agree that You shall not have any remedy at law to seek any additional compensation relating to any inconvenience, annoyance, or damage related to the Project or its impacts on You, the Community, or Your Premises, and that the Project shall in no way constitute your constrictive eviction from the Premises.

5. **SEVERABILITY.** If any provision of this Addendum is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, You agree that such provision shall be fully severable, and that this Addendum shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Addendum; and the remaining provisions of the Addendum shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Addendum.

6. **MISCELLANEOUS.** The descriptive headings of the several sections contained in this Addendum are included for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof. Any dispute or claim regarding the provisions of this Addendum shall be interpreted in accordance with the laws of the State of North Carolina.

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

LESSOR:

Chateau Apartments Owner, LLC

[PRINT NAME OF OWNER]

BY: _____
Signature of Authorized Person for Management Company or Agent

Date Signed: _____

LESSEE(S) [signature only, do not print name]:

Rajitha Bhavani Kantheti
(SEAL)

Date Signed: 07/21/2021

(SEAL)

Date Signed: _____

(SEAL)

Date Signed: _____

(SEAL)

Date Signed: _____

(SEAL)

Date Signed: _____

(SEAL)

Date Signed: _____