## **Apartment Lease Contract**



April 5, 2017 Date of Lease Contract:\_

(when the Lease Contract is filled out)

This is a binding document. Read carefully before signing.

Security		Moving In — G	ener	al Information
CMF 15 PORTFOLIO LIC	bet	ween you, the resident(s) (list all people signing the Lease Contract):		Prorated rent of \$ is due for the remainder of [check one  ■ 1st month or □ 2nd month, on ,
before the		and us, the owner:		Otherwise, you must pay your rent on or before the 1st day of each month (du date) with no grace period. Cash is unacceptable without our prior writte permission. You must not withhold or offset rent unless expressly authorized b statute. We may, at our option, require at any time that you pay all rer and other sums in cash, certified or cashier's check, money order, or on
Services on such utilities. You must not allow utilities including disconnection for not paying your billiber renewal period ends. Cable channels that are provided my the partment. Persons not listed above must not stay in the apartment for more than 2 consecutive days without our prior my the consent, and no more than twice that many days in any one month.  LEASE TERM. The initial term of the Lease Contract begins on the list day of June 2017 and ends at midnight the 31st day of June 2017 indicated at the security deposit was the service of the services at least 100 days written notice of termination or intent to prove the time of execution of this Lease Contract for all residents in the apartment is \$ 150.00 due on or before the date this Lease Contract for all residents in the apartment is \$ 150.00 due on or before the date this Lease Contract is signed, to be administered in accordance with the North Carolina Tenant Security deposit at the time of execution of this Lease Contract for all residents in the apartment is \$ 150.00 due on or before the date this Lease Contract is signed, to be administered in accordance with the North Carolina Tenant Security deposit in a trust account with (name of bank or savings institution). **Mells Fargo**  Deposit the security deposit in a trust account with (name of bank or savings institution). **Mells Fargo**  The security deposit may, in our discretion, be deposited in an interest-bearing account with the bank or savings institution maned above. We with the contract of the purposes set forth in paragraphs 40 and 41 of this Lease Contract.  **KEYS AND FURNITURE** You will be provided 2 apartment key(s), 2 mailbox key(s), and 1 other access devices for 97 gray Pool. Your apartment will be (check one): The provided 1 miles and 10 days after you move in. You may a request with the contract and may are under the partment will be (check one): Security deposit will be held and, upon termination of your tenancy, be applied in the manner and for the purposes set fort	Aprin	artment No. 09101 ,at 10001 HILLSTON  IDGE ROAD-101 (street address)  Raleigh (city), North Carolina,  27617 (zip code) for use as a private residence only. The ms "you" and "your" refer to all residents listed above. The terms "we," "," and "our" refer to the owner listed above (or any of owner's cressors in interest or assigns). Written notice to or from our managers astitutes notice to or from us. If anyone else has guaranteed performance this Lease Contract, a separate Lease Contract Guaranty for each	7.	monthly check rather than multiple checks. If you don't pay all rent on obefore the day of the month, you'll pay a late charge of 5% of the rental payment or \$15.00, whichever is greater. You'll also pay charge of \$ 25.00 as provided by law for each returned check or rejected electronic payment. If you don't pay rent on time, you' be delinquent and all remedies under this Lease Contract will be authorized. We'll also have all other remedies for such violation.  UTILITIES. We'll pay for the following items, if checked and apermitted by law:
No one else may occupy the apartment. Persons not listed above must not stay in the apartment for more than 2 consecutive days without our prior mritter consent, and no more than twice that many days in any one month.  ILEASE TERM. The initial term of the Leave Contract begins on the last day of June 2017 and ends at midtaight the 31st day of June 2018 This Leave Contract will automatically renew month-to-month unless either party gives at least 60 days written notice of termination or intent to move-out as required by paragraph 36.  SECURITY DEPOSIT. Unless modified by addenda, the total security deposit at the time of execution of this Leave Contract for all residents in the apartment is \$ 150.00	othe	er occupants not signing the Lease Contract):		You'll pay for all other utilities, related deposits, and any charges, fees, of services on such utilities. You must not allow utilities to be disconnected—including disconnection for not paying your bills—until the lease term of renewal period ends. Cable channels that are provided may be changed during the lease term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be used to be used t
Deposit the security deposit with the search of the Lease Contract of the State of	sta wri	y in the apartment for more than 2 consecutive days without our prior itten consent, and no more than twice that many days in any one		your electricity is ever interrupted, you must use only battery-operate lighting. If any utilities are submetered for the apartment, or prorated b an allocation formula, we will attach an addendum to this Lease Contraction compliance with state agency rules or city ordinance.
deposit at the time of execution of this Lease Contract for all residents in the apartment is \$ 150.00 , 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.  In holding your security deposit, we will [check one]:  Deposit the security deposit, we will [check one]:    Deposit the security deposit in a trust account with (name of bank or savings institution)   Wells Fargo	the Cor giv	<b>1st</b> day of <b>June</b> , <b>2017</b> , and ends at midnight e <b>31st</b> day of <b>May</b> , <b>2018</b> . This Lease ntract will automatically renew month-to-month unless either party res at least <b>60</b> days written notice of termination or intent to	8.	INSURANCE. We do not maintain insurance to cover your personal property or personal injury. We are not responsible to any resident, gues or occupant for damage or loss of personal property or personal injur from (including but not limited to) fire, smoke, rain, flood, water and pip leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruptio of utilities, theft, hurricane, negligence of other residents, occupants, cinvited/uninvited guests or vandalism unless otherwise required by law
or state law.  You acknowledge that no portion of the rent pai agreement will be specifically allocated for the pur rental proceeds obtained from all rental units in purchase such structural fire insurance, though the owner may ur rental proceeds obtained from all rental units in purchase such structural fire insurance, and in such in oway a co-insured under any such policy.  9. LOCKS AND LATCHES. Keyed lock(s) will be resident moves out. The rekeying will be done either or, if the apartment has a keyless deadbolt on each 10 days after you move in.  You may at any time ask us to: (1) install one keyer exterior door if it does not have one; (2) install a bar pinlock on each sliding glass door; (3) install one keyer exterior door; (4) install one doorviewer on each of change or rekey locks or latches during the lease to change or rekey locks or latches during the locks	dep the Lea Car	posit at the time of execution of this Lease Contract for all residents in a partment is \$\frac{150.00}{\text{.00}}\$, due on or before the date this use Contract is signed, to be administered in accordance with the North rolina Tenant Security Deposit Act, N.C.G.S. \§ 42-50 et seq.  Holding your security deposit, we will [check one]:		We urge you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like.  Additionally, you are [check one] ** required to purchase personal liability insurance. If n box is checked, personal liability insurance is not required. If required failure to maintain personal liability insurance is an incurable breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract.
Coaddress   Coaddress   Sevential coaddres		located at (address)		or state law.  You acknowledge that no portion of the rent paid by you under thi agreement will be specifically allocated for the purchase of the owner structural fire insurance, though the owner may use a portion of gros rental proceeds obtained from all rental units in the community t purchase such structural fire insurance, and in such an event, that you ar
The security deposit may, in our discretion, be deposited in an interest-bearing account with the bank or savings institution named above. We may retain any interest earned upon the security deposit and may withdraw such interest, if any, from such account as it accrues as often as is permitted by the terms of the account.  Your security deposit will be held and, upon termination of your tenancy, be applied in the manner and for the purposes set forth in paragraphs 40 and 41 of this Lease Contract.  KEYS AND FURNITURE. You will be provided 2 apartment key(s), 2 mailbox key(s), and 1 other access devices for gym/pool . Your apartment will be [check one]:    furnished or 12 unfurnished.  RENT AND CHARGES. Unless modified by addenda, you will pay \$ 1213.00 per month for rent, payable in advance and without demand:  at the on-site manager's office, or 12 at our online payment site, or 13 at our online payment site, or 14 may 15 and 15 may 16 may 16 may 17 may 18 ma		located at (address)	9.	in no way a co-insured under any such policy.  LOCKS AND LATCHES. Keyed lock(s) will be rekeyed after the pric resident moves out. The rekeying will be done either before you move i
installed at your expense (if one is not already installed at your expense (if one is	bea ma wit is p You be a	y retain any interest earned upon the security deposit and may chdraw such interest, if any, from such account as it accrues as often as permitted by the terms of the account.  "Security deposit will be held and, upon termination of your tenancy, applied in the manner and for the purposes set forth in paragraphs 40		10 days after you move in.  You may at any time ask us to: (1) install one keyed deadbolt lock on a exterior door if it does not have one; (2) install a bar and/or sliding doe pinlock on each sliding glass door; (3) install one keyless deadbolt on each exterior door; (4) install one doorviewer on each exterior door; and (5 change or rekey locks or latches during the lease term. We must complete
■ Sliding door bar  RENT AND CHARGES. Unless modified by addenda, you will pay  \$ 1213.00 per month for rent, payable in advance and without demand:  □ at the on-site manager's office, or □ at our online payment site, or □ at myMAA.com □ sliding door bar  Payment for Rekeying, Repairs, Etc. You must replacements arising from misuse or damage to defamily, occupants, or guests during your occupancy. to pay in advance if we notify you within a reason request that you are more than 30 days delinquent repairing or replacing a device which was misused.	for	gym/pool Your apartment will be [check one]:		installed at your expense (if one is not already installed), subject to an statutory restrictions on what you may request.  X keyed deadbolt lock
	. RE	NT AND CHARGES. Unless modified by addenda, you will pay 1213.00 per month for rent, payable in advance and without mand:  at the on-site manager's office, or		Payment for Rekeying, Repairs, Etc. You must pay for all repairs or replacements arising from misuse or damage to devices by you or you family, occupants, or guests during your occupancy. You may be require to pay in advance if we notify you within a reasonable time after you 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, instal change or rekey the same device during the 30 days preceding you

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

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

In the event you violate any terms or conditions of this Lease Contract or fail to perform any promise, duty or obligation you have agreed to or imposed upon you by law, then we, in addition to all other rights and remedies provided by law, may, 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, realized concessions, and damages arising under this Lease Contract.

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

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 calendarday period following the execution of a Writ of Possession. Seven days after being placed in lawful possession of your personal property by execution of the Writ of Possession, we may throw away, dispose of, or sell your property. If you request that we release your property to you during the seven day period, we must do so during our regular business hours. If we elect to sell your property, we must give you at 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.  $\S42\text{-}25.9$  and  $\S42\text{-}25.6$ .

#### (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 under Paragraph 22.
- 14. RENT INCREASES AND LEASE CONTRACT CHANGES. No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph 10, by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under paragraph 17. If, at least 5 days before the advance notice deadline referred to in paragraph 3, we give you written notice of rent increases or lease changes effective when the lease term or renewal period ends, this Lease Contract will automatically continue month-to-month with the increased rent or lease changes. The new modified Lease Contract will begin on the date stated in the notice (without necessity of your signature) unless you give us written move-out notice under paragraph 36.
- 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. 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—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 and the notice states that construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease Contract within 7 days after any of you receives written notice, but not later. The readiness date is considered the new initial term as set forth in Paragraph 3 for all purposes. This new date may not be moved to an earlier date unless we and you agree.
- **16. DISCLOSURE RIGHTS.** If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it.

#### While You're Living in the Apartment

- 17. COMMUNITY POLICIES OR RULES. You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if they are distributed and applicable to all units in the apartment community and do not change dollar amounts on page 1 of this Lease Contract.
- 18. LIMITATIONS ON CONDUCT. The apartment and other areas reserved for your private use must be kept clean. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. Any swimming pools, 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.

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- 19. PROHIBITED CONDUCT. You and your occupants or guests may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law: 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.
- **20. PARKING.** We may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. A vehicle is unauthorized or illegally parked in the apartment community if it:
  - has a flat tire or other condition rendering it inoperable; or
  - is on jacks, blocks or has wheel(s) missing; or
  - (3)has no current license or no current inspection sticker; or
  - takes up more than one parking space; or
  - belongs to a resident or occupant who has surrendered or abandoned the apartment; or is parked in a marked handicap space without the legally required
  - (6) handicap insignia; or
  - is parked in space marked for manager, staff, or guest at the office; or blocks another vehicle from exiting; or
  - (8)
  - 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.
- 21. RELEASE OF RESIDENT. Unless you're entitled to terminate this Lease Contract under paragraphs 10, 15, 22, or 36, you won't be released from this Lease Contract for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of corrections loss of employment had health or death. residents, loss of employment, bad health, or death.
- 22. MILITARY PERSONNEL CLAUSE. You may terminate the Lease Contract if you enlist or are drafted or commissioned in the U.S. Armed Forces. You also may terminate the Lease Contract if:
  - you are (i) a member of the U.S. Armed Forces or reserves on active duty or (ii) a member of the National Guard called to active duty for more than 30 days in response to a national emergency declared by the President: and
  - you are either (i) given change-of-station orders to permanently depart the local area, (ii) deployed with a military unit for 90 days or more, or (iii) relieved or released from active duty.

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

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

Smoke Detectors and Carbon Monoxide Detectors. We'll furnish smoke detectors and carbon monoxide detectors as required by statute, and we'll test them and provide working 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. 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. Unless we instruct otherwise, you must—for 24 hours a day during freezing weather—(1) keep the apartment heated to at least 50 degrees; (2) keep cabinet and closet doors open; and (3) drip hot and cold water faucets. You'll be liable for damage to our and others' property if damage is caused by broken water pipes due to your violating these requirements. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us and hold us harmless from all liability for those services. 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. You won't treat any of our security measures as an express or implied warranty of security, or as a guarantee against crime or of reduced risk of crime. Unless otherwise provided by law, we're not liable to you or any guests or occupants for 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 unless required by statute. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You must also furnish us with the law-enforcement agency's incident report number upon request.

24. CONDITION OF THE PREMISES AND ALTERATIONS. You'll be given an Inventory and Condition form on or before move-in. You must note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be 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 security devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

**25. REQUESTS, REPAIRS, AND MALFUNCTIONS.** IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS—IT MUST BE SIGNED AND IN WRITING TO OUR DESIGNATED REPRESENTATIVE (except in case of fire, 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

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

26. ANIMALS. 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. If we allow an animal, you must sign a separate animal addendum, which may require additional deposits, rents, fees or other charges. This additional deposit is considered a part of the general security deposit. You must remove an illegal animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. We will authorize a support animal for a disabled (handicapped) person. We may require a written statement from a qualified professional verifying the need for the support animal. You must not feed stray or wild animals.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. You shall remove any pet previously permitted under this Lease Contract and the Animal Addendum within \_\_\_\_\_\_24\_\_\_\_ hours of written notification from us that the pet, in our sole judgment, creates a nuisance or disturbance or is, in our opinion, undesirable. If an animal has been in the apartment at any time during your term of occupancy (with or without our 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.

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

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for the purposes listed in (2) below. If nobody is in the apartment, such persons may enter 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
- entry is for: responding to your request; making repairs or re-placements; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance; changing filters; testing or replacing smoke-detector batteries; retrieving unreturned tools, equipment, or appliances; preventing waste of utilities; leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or security devices; removing or rekeying unauthorized security devices; stopping excessive noise; cutting off electricity according to statute; retrieving property owned or leased by former residents; inspecting when immediate danger to person or property is reasonably suspected; allowing persons to enter as you authorized in your rental application (if you die, are incarcerated,
- etc.); allowing entry by a law officer with search or arrest warrant or in hot pursuit; showing apartment to prospective residents (after move-out or vacate notice has been given); or showing apartment to government inspectors for the limited purpose of determining housing and fire ordinance compliance by us and to lenders, appraisers, contractors, prospective buyers, or insurance agents.
- **28. MULTIPLE RESIDENTS OR OCCUPANTS.** Each resident is jointly and severally liable for all lease obligations. If you or any guest or occupant violates the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Our requests and notices to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant (including notices of lease termination, repair requests, and entry permissions) constitute notice from all residents. Security-deposit refunds and deduction itemizations of multiple residents will comply with paragraph 41.

#### Replacements

- 29. REPLACEMENTS AND SUBLETTING. Replacing a resident, subletting, or assignment is allowed only when we consent in writing. If departing or remaining residents find a replacement resident acceptable to us before moving out and we expressly consent to the replacement, subletting, or assignment, then:
  - (1) a reletting charge will not be due;
  - (2) a reasonable administrative (paperwork) and/or transfer fee *will* be due, and a rekeying fee *will* be due if rekeying is requested or required; and
  - the departing and remaining residents will remain liable for all Lease Contract obligations for the rest of the original Lease Contract term.

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

#### Responsibilities of Owner and Resident

- 30. RESPONSIBILITIES OF OWNER. We'll act with customary diligence to:
  - comply with the applicable building and housing codes;
  - make all repairs and do whatever is necessary to put and keep the premises in a fit and habitable condition;

  - keep all common areas of the premises in safe condition; maintain in good and safe working order and promptly repair all facilities and appliances supplied or required to be supplied by us;
  - provide operable smoke detectors and replace or repair the smoke detectors within 15 days of receipt of your written notification to us.
- 31. DEFAULT BY RESIDENT. You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: (1) you don't pay rent or other amounts that you owe when due; (2) you 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 19; or (8) you or any occupant, in bad faith, makes an invalid complaint to an official or employee of a utility company or the government.

**Eviction.** If you default, we may re-enter and re-take possession of the premises as provided in Paragraph 12 and may immediately institute proceedings for summary ejectment as 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.

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

- (1) Complaint Filing Fee. If you are in default of this 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. monthly rent, whichever is higher.
- (2) Court Appearance Fee. In the event that (i) we file, serve, and prosecute successfully a summary ejectment complaint or complaint for money owed against you and (ii) a judgment is entered against you, and (iii) if you fail to appeal the judgment is entered against you, and (iii) if you fail to appeal the judgment within the legally proscribed timeframe, you shall owe us—in lieu of the Complaint Filing Fee—a Court Appearance Fee equal to ten percent (10%) of the monthly rent. If the rent is subsidized by a government entity, the Court Appearance Fee will be 10% of your share of the monthly rent.
- (3) Second Trial 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 minimize damages. We'll credit all subsequent rent that we actually receive from subsequent residents against your liability for past-due and future rent and other sums due.

#### **General Clauses**

32. MISCELLANEOUS. Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract is the entire agreement between you and us. 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. 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. 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 signatures are binding. All notices must be signed.

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

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

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

Obligation to Vacate. Resident shall vacate the Premises and remove 

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.

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

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

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

#### **Security Guidelines for Residents**

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

## PERSONAL SECURITY—WHILE INSIDE YOUR APARTMENT

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

  If your doors or windows are unsecure due to break-ins or
- malfunctioning locks or latches, stay with friends or neighbors until the problem is fixed.
- Immediately report to management—in writing, dated and signedany needed repairs of locks, latches, doors, windows, smoke detectors, and alarm systems.
- 12. Immediately report to management—in writing, dated and signedany malfunction of other safety devices outside your apartment, such as broken gate locks, burned-out lights in stairwells and parking lots, blocked passages, broken railings, etc.
- Close curtains, blinds, and window shades at night.

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

#### PERSONAL SECURITY—WHILE OUTSIDE YOUR APARTMENT

- 15. Lock your doors while you're gone. Lock any door handle lock, keyed deadbolt lock, sliding door pin lock, sliding door handle latch, and sliding door bar that you have.
  16. Leave a radio or TV playing softly while you're gone.
  17. Close and latch your windows while you're gone, particularly when you're on yacation.
- you're on vacation.
- 18. Tell your roommate or spouse where you're going and when you'll be back.
- Don't walk alone at night. Don't allow your family to do so
- Don't hide a key under the doormat or a nearby flowerpot. These are the first places a burglar will look.

  Don't give entry keys, codes or electronic gate cards to anyone. 20.
- 22. Use lamp timers when you go out in the evening or go away on vacation. They can be purchased at most hardware stores.23. Let the manager and your friends know if you'll be gone for an
- extended time. Ask your neighbors to watch your apartment since the management cannot assume that responsibility. While on vacation, temporarily stop your newspaper and mail
- delivery, or have your mail and newspaper picked up daily by a friend. Carry your door key in your hand, whether it is daylight or dark, when walking to your entry door. You are more vulnerable when looking for your keys at the door.

#### PERSONAL SECURITY—WHILE USING YOUR CAR

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

### PERSONAL SECURITY AWARENESS

No security system is failsafe. Even the best system can't prevent crime. Always act 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.

#### When Moving Out

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

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

37. MOVE-OUT PROCEDURES. The move-out date can't be changed unless we and you both agree in writing. You won't move out before the lease term or renewal period ends unless all rent for the entire lease term or renewal period is fail. 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
- 38. 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.
- **39. MOVE-OUT INSPECTION.** You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.
- 40. 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 services provided, damage to the premises, damage of 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 support proceeding court costs or any fee authorized by N.C. summary ejectment proceeding, court costs, or any fee authorized by N.C. GEN. STAT. § 42-46.

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41. DEPOSIT RETURN, SURRENDER, AND ABANDONMENT. If we can determine the full extent of our deductions from your security deposit, we'll mail you your security deposit refund (less lawful deductions) and an itemized accounting of 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.

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

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

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

#### Signatures, Originals and Attachments

42. ORIGINALS AND ATTACHMENTS. This Lease Contract has been executed in multiple originals, with original signatures—one for you and one or more for us. Our rules and community policies, if any, will be attached to the Lease Contract and given to you at signing. When an Inventory and Condition form is completed, both you and we should retain a copy. The items checked below are attached to this Lease Contract and are binding even if not initialed or signed.  Animal Addendum Inventory and Condition Form Mold Addendum Community Policies Addendum Lease Contract Guaranty ( guaranties, if more than one) Notice of Intent to Move Out Form Parking Permit or Sticker (quantity:) Satellite Dish or Antenna Addendum Asbestos Addendum (if asbestos is present) Lead Hazard Information and Disclosure Addendum (federal) Utility Addendum Remote Control, Card or Code Access Gate Addendum Intrusion Alarm Addendum Other Amenity Access Addendum Other Maintenance Charges List	You are legally bound by this document. Read it carefully before signing.  Resident or Residents (all sign below)  Owner or Owner's Representative (signing on behalf of owner)  Address and phone number of owner's representative for notice purpos 10210 Hillston Ridge Road  Raleigh, NC 27617  (919) 484-0909  Name and address of locator service (if applicable)	
SPECIAL PROVISIONS (CONTINUED FROM PAGE 2) Resident waddition to the rent indicated on page one. La or legal fees. Payment options available on myathrough all public banks. Partial payments and will not be accepted. "Month to Month" tenancy	te rental payments must include all late and/ maa.com, all western union locations and separate checks will not be accepted. Cash	
=	30 day written notice from management. Month-	

## **Additional Special Provisions**



DWELLING UNIT DESCRIPTION. Unit No. 0910: (street address) in Raleigh (city), N	1
LEASE CONTRACT DESCRIPTION. Lease Contract da	
Owner's Name: CMF 15 Portfolio LLC Residents (list all residents): Vipin Singh, Shikha Si	i ngh
Residents (usi un residents). VIPIN BINGH, BILKING BI	ing.i
Resident shall promptly contact the local t	
	Resident's name for the provision of utility es (water/sewer, gas, and/or electricity) that
	y to the local utility provider. Resident shall
ensure that the start date for each such ac	
Resident fails to comply with the condition	ns of this paragraph and Management is attributable to Resident's occupancy of the unit,
	ay) a bill for such services by Management or the
	ase default charge in the amount of \$ 55.00 which
represents Management's expenses incurred of	due to Resident's lease default).
	· · · · · · · · · · · · · · · · · · ·
Pasidont(s)	Data of Signing Addandum
<b>Resident(s)</b> (All residents must sign)	Date of Signing Addendum
(2111 restremes musi sign)	
<b>₩</b>	04/06/2017
	04/07/2017
Owner or Owner's Representative	Date of Signing Addendum
	<del>00</del>

#### **Animal Addendum**

Becomes part of Lease Contract



April 5, 2017 Date:

(when this Addendum is filled out)

Please note: We consider animals a serious responsibility and a risk to each resident in the dwelling. If you do not properly control and care for your animal, you'll be held liable if it causes any damage or disturbs other residents.

In this document, the terms "you" and "your" refer to all residents listed below and all occupants or guests; and the terms "we," "us," and "our" refer to the owner named in the Lease Contract (not to the property manager or anyone else).

1.	DWELLING UNIT DESCRIPTION. Unit No. 09101 ,	License no.:
	at 10001 HILLSTON RIDGE ROAD-101	Date of last rabies shot:
	(street address) in (city),	Housebroken?
	(street address) in Raleigh (city), North Carolina, 27617 (zip code).	Animal owner's name:
2.	LEASE CONTRACT DESCRIPTION.	Animal's name:
	Lease Contract date: April 5, 2017	Туре:
	Owner's name: CMF 15 Portfolio LLC	Breed:
		Color:
		Weight: Age:
	Residents (list all residents): Vipin Singh, Shikha	City of license:
	Of a st	License no.:
	Singh	Date of last rabies shot:
		Housebroken?
		Animal owner's name:
	The Lease Contract is referred to in this Addendum as the	O OPECIAL PROVICIONO TI (11
	"Lease Contract."	9. SPECIAL PROVISIONS. The following special provision
		control over conflicting provisions of this printed form
3.	CONDITIONAL AUTHORIZATION FOR ANIMAL. You	Limit 2 pets per apt.
	may keep the animal that is described below in the dwelling	
	until the Lease Contract expires. But we may terminate this	
	authorization sooner if your right of occupancy is lawfully	
	terminated or if in our judgment you and your animal, your	
	guests, or any occupant violate any of the rules in this	
	Addendum.	
4.	ANIMAL DEPOSIT. An animal deposit of \$0.00	
	will be charged. We [check one] ☐ will consider, or ☐ will	·
	not consider this additional security deposit the general	
	security deposit for all purposes. The security deposit	
	amount in Provision 4 of the Lease Contract [check one]	
	does, or does not include this additional deposit	
	amount. Refund of the animal deposit will be subject to	
	the terms and conditions set forth in the Lease Contract	
	regardless of whether it is considered part of the general	
	security deposit.	
5.	ADDITIONAL MONTHLY RENT. Your total monthly rent	-
	(as stated in the Lease Contract) will be increased by	·
	\$ The monthly rent amount in Provision 6	10. EMERGENCY. In an emergency involving an accident o
	of the Lease Contract [check one] 🔲 includes 🛮 does not	injury to your animal, we have the right, but not a duty, to
	include this additional animal rent.	take the animal to the following veterinarian for treatment, a
		e e e e e e e e e e e e e e e e e e e
6.	ADDITIONAL FEE. You must also pay a one-time, non-	your expense.
	refundable fee of \$ <b>300.00</b> for having the animal in the	Doctor: AH at Brier Creek
	dwelling unit. It is our policy to not charge a deposit for support	Address: 10500 Little Briar Creek
	animals.	City/State/Zip: Raleigh, NC 27617
	difficult.	Phone: (919) 544-2226
7.	LIABILITY NOT LIMITED. The additional monthly rent	
	and additional security deposit under this Animal	11. ANIMAL RULES. You are responsible for the animal'
	Addendum do not limit residents' liability for property	actions at all times. You agree to abide by these rules:
	damages, cleaning, deodorization, defleaing, replacements,	<ul> <li>The animal must not disturb the neighbors or other</li> </ul>
	or personal injuries.	residents, regardless of whether the animal is inside of
_	DECORPTION OF ANYMOUS (C) V	outside the dwelling.
8.	<b>DESCRIPTION OF ANIMAL(S).</b> You may keep only the	<u> </u>
	animal(s) described below. You may not substitute any other	<ul> <li>Dogs, cats, and support animals must be housebroken</li> </ul>
	animal(s). Neither you nor your guests or occupants may	All other animals must be caged at all times. No anima
	bring any other animal(s)-mammal, reptile, bird, amphibian,	offspring are allowed.
	fish, rodent, arachnid, or insect-into the dwelling or	Inside, the animal may urinate or defecate <i>only</i> in these
	apartment community.	•
		designated areas: <b>Litter Box</b>
	Animal's name:	
	Type:	• Outside, the animal may urinate or defecate only in these
	Breed:	designated areas: <b>Designated Pet Area</b>

Age:\_

Color: Weight:

City of license:\_

Animals may not be tied to any fixed object anywhere outside the dwelling units, except in fenced yards (if any) for your

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- You must not let an animal other than support animals into swimming-pool areas, laundry rooms, offices, clubrooms, other recreational facilities, or other dwelling units.
- Your animal must be fed and watered inside the dwelling unit.
   Don't leave animal food or water outside the dwelling unit at any time, except in fenced yards (if any) for your exclusive use.
- You must keep the animal on a leash and under your supervision when outside the dwelling or any private fenced area. We or our representative may pick up unleashed animals and/or report them to the proper authorities. We may impose reasonable charges for picking up and/or keeping unleashed animals.
- Unless we have designated a particular area in your dwelling unit or on the grounds for animal defecation and urination, you are prohibited from letting an animal defecate or urinate anywhere on our property. You must take the animal off our property for that purpose. If we allow animal defecation inside the dwelling unit in this Addendum, you must ensure that it's done in a litter box with a kitty litter-type mix. If the animal defecates anywhere on our property (including in a fenced yard for your exclusive use), you'll be responsible for immediately removing the waste and repairing any damage. Despite anything this Addendum says, you must comply with all local ordinances regarding animal defecation.
- **12. ADDITIONAL RULES.** We have the right to make reasonable changes to the animal rules from time to time if we distribute a written copy of any changes to every resident who is allowed to have animals.
- 13. VIOLATION OF RULES. If you, your guest, or any occupant violates any rule or provision of this Animal Addendum (based upon our judgment) and we give you written notice, you must remove the animal immediately and permanently from the premises. We also have all other rights and remedies set forth in the Lease Contract, including damages, eviction, and attorney's fees to the extent allowed by law.
- **14. COMPLAINTS ABOUT ANIMAL.** You must immediately and permanently remove the animal from the premises if we receive a reasonable complaint from a neighbor or other resident or if we, in our sole discretion, determine that the animal has disturbed neighbors or other residents.

15. LIABILITY FOR DAMAGES, INJURIES, CLEANING, ETC.

You and all co-residents will be jointly and severally liable for the entire amount of all damages caused by the animal, including all cleaning, defleaing, and deodorizing. This provision applies to all parts of the dwelling unit, including carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, as well as landscaping and other outside improvements. If items cannot be satisfactorily cleaned or repaired, you must pay for us to replace them completely. Payment for damages, repairs, cleaning, replacements, etc. are due immediately upon demand.

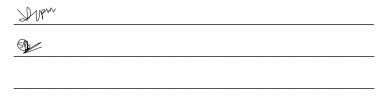
As owner of the animal, you're strictly liable for the entire amount of any injury that the animal causes to a person or anyone's property. You'll indemnify us for all costs of litigation and attorney's fees resulting from any such damage.

- **16. MOVE-OUT.** When you move out, you'll pay for defleaing, deodorizing, and shampooing to protect future residents from possible health hazards, regardless of how long the animal was there. We—not you—will arrange for these services.
- 17. MULTIPLE RESIDENTS. Each resident who signed the Lease Contract must sign this Animal Addendum. You, your guests, and any occupants must follow all animal rules. Each resident is jointly and severally liable for damages and all other obligations set forth in this Animal Addendum, even if the resident does not own the animal.
- **18. GENERAL.** You acknowledge that no other oral or written agreement exists regarding animals. Except for written rule changes under paragraph 9 above, our representative has no authority to modify this Animal Addendum or the animal rules except in writing. This Animal Addendum and the animal rules are considered part of the Lease Contract described above. It has been executed in multiple originals, one for you and one or more for us.

This is a binding legal document. Please read it carefully before signing.

Resident or Reside	ents
(All resident's must s	sign)

Owner or Owner's Representative (Signs below)



## UTILITY AND SERVICES ADDENDUM



	April 5, 2017 between CMF 15 Portfolio LLC	'We") and
Vipin	Singh, Shikha Singh	
located a	("You") of Apt. No. 091 at 10001 HILLSTON RIDGE ROAD-101 (street a	ddress) in
iocateu a	Raleigh, NC 27617 and is in addition to all terms and conditions in	the Lease.
	ctent that the terms of this Utility Addendum conflict with those of the Lease, this Utility Addendum shall control.	
fees o	consibility for payment of utility and service bills, including charges for usage, deposits, and any charges, taxes, fees, admor costs associated with the utility services or billing (collectively, "costs"), and the method of metering or otherwise allowent 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 sewer 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	1110ton 1100
c)	Gas service to your apartment and costs will be paid by you directly to the gas service provider.	water use.
d)	Trash service to your apartment will be paid by you either:	
	☐ Directly to the 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:	2
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)	<ul> <li>Cable TV service to your apartment will be paid by you either:</li> <li>□ Directly to the utility service provider; or</li> <li>□ Cable TV bills will be billed by the service provider to us and then allocated to you based on the following formula:</li> </ul>	
	☐ 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)	<ul> <li>Internet service to your apartment will be paid by you either:</li> <li>□ Directly to the utility service provider; or</li> <li>□ Internet bills will be billed by the service provider to us and then allocated to you based on the following formula:</li> <li>□ If flat rate is selected, the current flat rate is \$</li></ul>	
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 charged 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	
k)	(Other) Pest Control service to your apartment will be paid by you eit  ☐ 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	2
1)	(Other) service to your apartment will be paid by you eit ☐ 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	her:
) (Income		
"1"	ERING/ALLOCATION METHOD KEY - Sub-metering of all of your water/gas/electric use	
	- Flat rate per month	
	<ul> <li>Allocation based on the number of persons residing in your apartment</li> <li>Allocation based on the number of persons residing in your apartment using a ratio occupancy formula</li> </ul>	
	- Allocation based on square footage of your apartment - 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 apar	tment unit
	- 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.

If a flat fee method for trash service is used, Resident and Owner agree that the charges indicated in this Agreement (as may be amended with written notice as specified above) represent a fair and reasonable amount for the service(s) provided and that the amount billed is not based on a monthly per unit cost.

- 3. When billed by us directly or through our billing company, your payment of utility and/or services bills must be received within \_\_\_\_\_\_25 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. It is the responsibility of the resident to initiate service prior to move in and disconnect service at move out. MAA Connect will be billed monthly at a rate of \$50/unit. You are currently being charged a fee for MAA Connect, which includes, among other things to the extent available at this community, wireless internet in the clubhouse, computer access in the business office, basic cable television, and access to MAA's resident We reserve the right, at any time during your Lease upon sixty (60) days prior written notice to you, to discontinue MAA Connect. If we discontinue MAA Connect during the term of your Lease, you will continue to receive the benefit of the components of MAA Connect to the extent available at this community other than cable television; however, regardless of any other provision in the Lease, you (i) will no longer be charged for MAA Connect, (ii) will no longer receive cable television at the price indicated in the utilities addendum, and (iii) must contract directly with a local provider to continue to receive cable television and/or internet services. You will have the option to choose if any, cable or satellite television provider and packages you want, based on availability and the terms of the Lease Contract Addendum for Satellite Dish or Antenna. The amount which you will pay for such services may be more or less than the MAA Connect charge under the Lease.

#### **Bed Bug Addendum**

Date: \_

09101

April 5, 2017 (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.

10001 HILLSTON RIDGE ROAD-101 (street address)
in Raleigh (city),
North Carolina, 27617 (zip code).
LEASE CONTRACT DESCRIPTION.
Lease Contract date: April 5, 2017 Owner's name: CMF 15 Portfolio LLC
Residents (list all residents): Vipin Singh, Shikha
Singh

1. DWELLING UNIT DESCRIPTION. Unit No.

- 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.
- **INSPECTION.** You agree that you: (*Check one*) □ have inspected the dwelling prior to move-in and that you did not observe any evidence of bed bugs or bed 4. INSPECTION. bug infestation; OR
  - will inspect the dwelling within 48 hours after move-in/renewal and notify us of any bed bugs or bed bug infestation.

#### 5. INFESTATIONS.

You agree that you have read all of the information on this addendum about bed bugs and: (Check one)

- you are not aware of any infestation or presence of bed bugs in your current or previous apartments, home or dwelling. You agree that you are not aware of any bed bug infestation or presence in any of your furniture, clothing, personal property or possessions. You agree that you have not been subjected to conditions in which there was any bed bug infestation or presence. OR
- you agree that if you previously lived anywhere that had a bed bug infestation that all of your personal property (including furniture, clothing and other belongings) has been treated by a licensed pest control professional. You agree that such items are free of further infestation. If you disclose a previous experience of bed bug infestation, we can review documentation of the treatment and inspect your personal property and possessions to confirm the absence of bed bugs. You agree that any previous bed bug infestation which you may have experienced is disclosed here:

6. 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. 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

- **7. 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.
- 8. 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.
- **9. 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 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 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.
- 10.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.

#### 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 uncleanliness 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.

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

	Resident or Residents (All residents must sign)	Owner or Owner's Representative (Signs below)
Dipm		
		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.



#### 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. No09101,		well as flood waters rising above floor level;
	10001 HILLSTON RIDGE ROAD-101         (street address)           in         Raleigh         (city),           North Carolina,         27617         (zip code).		<ul> <li>overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C condensation lines;</li> </ul>
2.	LEASE CONTRACT DESCRIPTION. Lease Contract date: April 5, 2017		<ul> <li>leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;</li> </ul>
	Owner's name: CMF 15 Portfolio LLC		<ul> <li>washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking;</li> </ul>
	Residents (list all residents): Vipin Singh, Shikha Singh		<ul> <li>leaks from clothes dryer discharge vents (which can put lots of moisture into the air); and</li> </ul>
			<ul> <li>insufficient drying of carpets, carpet pads, shower walls and bathroom floors.</li> </ul>
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.	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
4.	potential for mold growth in your dwelling, you must do the following:		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.
	<ul> <li>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.</li> </ul>	7.	<b>DO NOT CLEAN OR APPLY BIOCIDES TO:</b> (1) visible mold on <i>porous surfaces</i> , such as sheetrock walls or ceilings, or (2) <i>large areas</i> of visible mold on <i>non-porous</i> surfaces. Instead, notify us in writing, and we will take appropriate action.
	• 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.	9.	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.  SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:
	<ul> <li>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.</li> </ul>		
	<ul> <li>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.</li> </ul>		
	• 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		
\	Resident or Residents (All residents must sign here)		Owner or Owner's Representative (Signs here)
8	<i>₩ U</i> 1		
			Date of Lease Contract
			April 5 2017



## LEASE CONTRACT BUY-OUT AGREEMENT



1.	Dwelling Unit Description. Unit. No. 09101, 10001 HILLSTON RIDGE ROAD-101 (street address)	7.	<b>Compliance essential.</b> Our deposit of all amounts due under paragraphs 4(f) and 4(g) constitutes our approval of the new
2.	in Raleigh (city), North Carolina, 27617 (zip code).  Lease Contract Description. Lease Contract date: April 5, 2017 Owner's name: CMF 15 Portfolio LLC		termination date stated in your notice of buy-out. If you fai to comply with any of the procedures or requirements in this agreement after we deposit such monies, your buy-out right and this agreement will be voided automatically; and (1) any amounts you have paid under this agreement will become part of your security deposit, and (2) the lease will continue without buy-out Then, if you move out early, you are subject to all lease remedies including reletting fees and liability for all rents for the remainder of the original lease term.
	Residents (list all residents): Vipin Singh, Shikha Singh	8.	<b>Miscellaneous.</b> If moving out by the new termination date becomes a problem for you, contact us. An extension may be possible if we have not already relet the dwelling unit to a successor
3.	The purpose of this Buy-Out Agreement is to give you the right to buy out of your Lease Contract early—subject to any special provisions in paragraph 9 below. In order to buy out early, your notice must be signed by all residents listed in paragraph 1 of the Lease Contract and you must comply with all provisions of this Buy-Out Agreement.		resident. We and any successor residents who may be leasing your unit will be relying on your moving out on or before the new termination date. Therefore, you may not hold over beyond such date without our written consent—even if it means you have to make plans for temporary lodging elsewhere. "Default" as used in paragraphs 4(c) and 4(d) of this agreement means default as defined in the Lease Contract. You will continue to be liable for
4.	<b>Buy-Out Procedures.</b> You may buy out of the Lease Contract prior to the end of the lease term and cut off all liability for paying rent for the remainder of the lease term <i>if all of the following occur</i> :	9.	any damages and any sums accruing and unpaid prior to the new termination date.  Special provisions. Your right of buy-out (check one)  is on
	(a) you give us written notice of buy-out at least <u>60</u> days prior to the new termination date (i.e., your new move-out date), which ( <i>check one</i> ) <u></u> must be the last day of a month or		is not limited to a particular fact situation. If limited, buy-our may be exercised only if the following facts (see below) occur and any described documents are furnished to us. Any special provisions below will supersede any conflicting provision of this printed agreement. Any false statements or documents presented
	(b) you specify the new termination date in the notice, i.e., the date by which you'll move out;		to us regarding buy-out will automatically void your right to buy- out of the Lease Contract. The special provisions are:
	(c) you are not in default under the Lease Contract on the date you give us the notice of buy-out;		Resident may only terminate this lease before expiration of the initial term by (a) giving Lessor written sixty day
	(d) you are not in default under the Lease Contract on the new termination date (move-out date);		notice; (b) paying all monies due Lessor through date of termination; (c) paying an amount equal to two month's rent as a
	(e) you move out on or before the new termination date and do not hold over;		buy-out fee; (d) pay back any concessions used. The foregoing does not relieve
	(f) you pay us a buy-out fee (consideration) of \$ 2426.00;		Resident of Liability for damages for which Resident is responsible. Buy-out
	(g) you pay us the amount of any concessions you received when signing the Lease Contract; and		fee is due at time of notice.
	(h) you comply with any special provisions in paragraph 9 below.		
5.	When payable. The buy-out fee in paragraph 4(f) is due and payable no later than 0 days after you give us your buy-out notice. The total dollar amount of any concessions regarding rent or other monetary lease obligations for the entire lease term is \$ and is due payable on the same day as the buy-out fee, subject to any special provisions in paragraph 9 regarding the amount, calculation method, or payment date.		
6.	<b>Showing unit to prospective residents.</b> After you give us notice of buy-out, the Lease Contract gives us the right to begin showing your unit to prospective residents and telling them it will be available immediately after your new termination date.		
Z	Resident or Residents  (All residents must sign)		Owner or Owner's Representative (signs below)
9			Date of Lease Contract April 5, 2017

## LEASE CONTRACT ADDENDUM FOR SATELLITE DISH OR ANTENNA



Under a Federal Communications Commission (FCC) order, you as our resident have a right to install a transmitting or receiving satellite dish or antenna on the leased dwelling, subject to FCC limitations. We as a rental housing owner 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. This addendum contains the restrictions that you and we agree to follow.

1.	Dwelling Unit Description. Unit. No. 09101, 10001 HILLSTON RIDGE ROAD-101 (street address) in Raleigh (city),	accident or abuse which may be reasonably necessary to restore the leased premises to its condition prior to the installation of your satellite dish, antenna or related equipment. You will not be responsible for normal wear.
2.	North Carolina, 27617 (zip code).  Lease Contract Description. Lease Contract date: April 5, 2017 Owner's name: CMF 15 Portfolio LLC  Residents (list all residents): Vipin Singh, Shikha Singh	10. Liability insurance. You must take full responsibility for the satellite dish, antenna and related equipment. If the dish or antenna is installed at a height that could result in injury to others if it becomes unattached and falls, you must provide us with evidence of liability insurance (if available) to protect us against claims of personal injury and property damage to others, related to your satellite dish, antenna and related equipment. The insurance coverage must be \$\frac{30000.00}{30000.00}\$, which is an amount reasonably determined by us to accomplish that purpose. Factors affecting the amount of insurance include height of installation above ground level, potential wind velocities, risk of the dish/antenna becoming unattached and falling on someone, etc.
3.	Number and size. You may install $\underline{1}$ satellite dish(es) or antenna(s) on the leased premises. A satellite dish may not exceed one meter (3.3 feet) in diameter. Antennas that only transmit signals or that are not covered by 47 CFR § 1.4000 are prohibited.	11. Security Deposit. An additional security deposit of \$\frac{150.00}{\text{will be charged.}}\$ We (check one) □ will consider or \$\text{\text{will not consider}}\$ will not consider this additional security deposit a general security deposit for all purposes. The security deposit amount in Provision 4 of the Lease Contract (check one)
5.	Location. Your satellite dish or antenna must be located: (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, window sill, 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.  Safety and non-interference. Your installation: (1) must comply with all applicable ordinances and laws and all 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 small slab of concrete; (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 in writing. 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.  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 dwelling (on a balcony, patio, etc.), the signals received by it may be transmitted to the interior of your dwelling only by the following methods: (1) running a "flat" cable under a door jam or window sill in a manner that does not physically alter	□ does or ☑ does not include this additional deposit amount. Refund of the additional security deposit will be subject to the terms and conditions set forth in the Lease Contract regardless of whether it is considered part of the general security deposit.  This additional security deposit is required to help protect us against possible repair costs, damages, or failure to remove the satellite dish, antenna and related equipment at time of move-out. Factors affecting any security deposit may vary, depending on: (1) how the dish or antenna is attached (nails,screws, lag bolts drilled into walls); (2) whether holes were permitted to be drilled through walls for the cable between the satellite dish and the TV; and (3) the difficulty and cost repair or restoration after removal, etc.  12. When you may begin installation. You may start installation of your satellite dish, antenna or related equipment only after you have: (1) signed this addendum; (2) provided us with written evidence of the liability insurance referred to in paragraph 10 of this addendum; (3) paid us the additional security deposit, if applicable, in paragraph 11; and (4) received our written approval of the installation materials and the person or company that will do the installation, which approval may not be unreasonably withheld.  13. Miscellaneous. If additional satellite dishes or antennas are desired, an additional lease addendum must be executed.  14. Special Provisions. The following special provisions control over conflicting provisions of this printed form:  n/a
	the premises and does not interfere with proper operation of the door or window; (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); (3) 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; (4) wireless transmission of the signal from the satellite dish or antenna to a device inside the dwelling; or (5) any other method approved by us in writing.	
7.	<b>Safety in installation.</b> In order to assure safety, the strength and type of materials used for installation must be approved by us. Installation must be done by a qualilied person or company approved by us. Our approval will not be unreasonably withheld. An installer provided by the seller of the satellite dish or antenna is presumed to be qualified.	
8.	<b>Maintenance.</b> You will have the sole responsibility for maintaining your satellite dish, antenna and all related equipment.	
9.	<b>Removal and damages.</b> You must remove the satellite dish or antenna and all related equipment when you move out of the dwelling. In accordance with the NAA Lease Contract, you must pay for any damages and for the cost of repairs or repainting caused by negligence, carelessness,	
2	Resident or Residents (All residents must sign here)	Owner or Owner's Representative (signs here)
9		Date of Lease Contract
		April 5, 2017



# LEASE CONTRACT ADDENDUM FOR ENCLOSED GARAGE, CARPORT, OR STORAGE UNIT



1.	Dwelling Unit Description. Unit. No. 09101	allow fumes to escape.
	in Raleigh (street address)  North Carolina, 27617 (street address)  (city),  (zip code).	8. <b>No smoke, fire, or carbon monoxide detectors.</b> No smoke, fire, or carbon monoxide detectors will be furnished by us unless required by law.
2.	Lease Contract Description.  Lease Contract date: April 5, 2017  Owner's name: CMF 15 Portfolio LLC  Residents (list all residents): Vipin Singh, Shikha Singh	<ul> <li>9. Garage door opener. If an enclosed garage is furnished, you will will not be provided with a garage door opener and/or garage key. You will be responsible for maintenance of any garage door opener, including battery replacement. Transmitter frequency settings may not be changed on the garage door or opener without our prior written consent.</li> <li>10. Security. Always remember to lock any door of a garage or storage unit and any door between a garage and the dwelling. When leaving, be sure to lock all keyed deadbolt locks.</li> </ul>
3.	Garage, carport, or storage unit. You are entitled to exclusive possession of: (check as applicable)  ☐ garage or carport attached to the dwelling;	11. <b>Insurance and loss/damage to your property.</b> You will maintain liability and comprehensive insurance coverage for any vehicle parked or stored. We are not responsible for pest control in such
	☐ garage space number(s) ; and/or ☐ carport space number(s) ; and/or ☐ storage unit number(s) .  The monthly rent in paragraph 6 of the Lease Contract covers both the dwelling and the checked area(s) above. All terms and	areas.  12. <b>Compliance.</b> We may periodically open and enter garages and storerooms to ensure compliance with this addendum. In the event we enter the garage or storerooms, we will comply with the notice provisions set forth in the Lease Contract.
	conditions of the Lease Contract apply to the above areas unless modified by this addendum.	13. <b>No lock changes, alterations, or improvements.</b> Without our prior written consent, locks on doors of garages and storage units
4.	Security Deposit. An additional security deposit of \$ will be charged for the checked areas above. We (check one) □ will consider or □ will not consider this additional security deposit a general security deposit for all purposes. The security deposit amount in Provision 4 of the Lease Contract (check one) □ does or □ does not include this additional deposit amount. Refund of the additional security deposit will be subject to the terms and conditions set forth in the Lease Contract regardless of whether it is considered part of the general security deposit.	may not be rekeyed, added, or changed, and improvements, alterations, or electrical extensions or changes to the interior or exterior of such areas are not allowed. You may not place nails, screws, bolts, or hooks into walls, ceilings, floors, or doors. Any damage not caused by us or our representatives to areas covered by this addendum will be paid for by you.  14. Move-out and remedies. Any items remaining after you have vacated the dwelling will be removed, sold, or otherwise disposed of according to the Lease Contract, which addresses disposition or sale of property left in an abandoned or surrendered dwelling.
5.	<b>Additional Monthly Rent.</b> Your total monthly rent (as stated in the Lease Contract) will be increased by \$	All remedies in the Lease Contract apply to areas covered by this addendum.  15. <b>Special Provisions.</b> The following special provisions
6.	one) ☐ includes ☒ does not include this additional rent.  Use restrictions. Garage or carport may be used only for storage of operable motor vehicles unless otherwise stated in our rules or community policies. Storage units may be used only for storage of personal property. No one may sleep, cook, barbeque, or live in a garage, carport, or storage unit. Persons not listed as a resident or occupant in the Lease Contract may not use the areas covered by this addendum. No plants may be grown in such areas.	control over conflicting provisions of this printed form: \$25.00 charge for any garage remote, or access card.
7.	No dangerous items. Items that pose an environmental hazard or a risk to the safety or health of other residents, occupants, or neighbors in our sole judgment or that violate any government regulation may not be stored. Prohibited items include fuel (other than in a properly capped fuel tank of a vehicle or a closed briquette lighter fluid container), fireworks, rags, piles of paper, or other material that may create a fire or environmental hazard. We may remove from such areas, without prior notice, items that we believe might constitute a fire or environmental hazard. Because of carbon monoxide risks, you may not run the motor of a vehicle inside a garage unless the garage door is open to	
Z	Resident or Residents  (All residents must sign here)	Owner or Owner's Representative (signs here)
		Date of Lease Contract
	<u> </u>	
_		April 5, 2017

#### 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:

CMF 15 Portfolio LLC					
Vipin Singh, Shikha Singh					
#09101, 10001 HILLSTON RIDGE ROAD-101					
04/05/2017					

#### 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.

- 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.

### **IN CASE OF EMERGENCY DIAL 911**

- 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 Cei	iter.						
	Card # issued: (1)_		(2)		(3)		(4)	
IV.	PACKAGE RELEAS	<b>SE.</b> This Community <b>X</b>	DOES;	DOES NOT acc	ept packages on bel	nalf of Reside	ents.	

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 **X** 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 if others are waiting to use them. Smoking, eating, alcoholic beverages, pets, and any disturbing behavior are prohibited in the business
- 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 \_\_\_\_\_ 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 \_\_\_\_\_ 0 \_\_\_ 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 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.
- 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.
- 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.

١v.	SPECIAL	PKOV151	UNS.	The follo	owing	g specia.	i provisio	ns coi	ntroi ov	er confii	cting pro	isions of	tnis p	rintec	ı torm			
	Grills	, Barbe	ques	and a	any	other	outdo	or c	ooki	ng ope	n flame	devic	es w	rill	not	be	used	or
	stored	within	the	commu	nity													

Super 04/06/2017 Resident Resident Date Date **%** 04/07/2017 Resident Resident Date Date

Date Owner Representative

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

04052017091616NN10102250



### LEASE ADDENDUM FOR RENT CONCESSION OR OTHER RENT DISCOUNT

in Ralesigh (city). North Carolina, 27617 (rip oxide).  2. Lease Contract Description. Lease Contract Description. Lease Contract and the April 5, 2017 Owner's name: OMF 15 Portfolio LLC  Residents (list all residents): Vipin Singh, Shikha Singh  3. Concession/Discount Agreement. As consideration for your agreement to remain in your dwelling and to fulfill your Lease obligations throughouth the full berm of your lease, you will receive the following rent Concession of the rent indicated in Paragraph 6 of the Lease Contract in the total amount of S This Concession will be credited by your rent due for the months) of:  The amount specified in Paragraph 6 is the amount due before the application of the rent concession.  Monthly Discount/Concession. To urwill receive the following discount of the rent indicated in Paragraph 6 of the Lease Contract will result in a for Fair for Any concession from the rent indicated in Paragraph 6 of the Lease Contract.  Resident or Residents (All residents meet sign)  Resident or Residents  (All residents meet sign)  Date of Lease Contract  Now in the Lease Contract  Resident or Residents  (All residents meet sign)	1.	Dwelling Unit Description. Unit No. 09101, 10001 HILLSTON RIDGE ROAD-101 (street address)	<b>Concession Cancellation.</b> The concession and discount indicated above are conditioned upon your full timely compliance
Lease Contract Description.		in Raleigh (city),	
Residents (list all residents): Vipin Singh, Shikha Singh  Singh  Concession/Discount Agreement. As consideration for your agreement to remain in your dwelling and to fulfill your Lease obligations throughout the full term of your Lease, you will receive the following rent Concession and or Discount.  Clicked that that apply)  Concession off the rent indicated in Paragraph 6 of the Lease Contract in the total amount of \$	2.	Lease Contract Description. Lease Contract date: April 5, 2017	If your lease is terminated early due to your default (for example, you abandon the premises without paying rent or are evicted), this Concession/Discount Agrement will be immediately terminated without further notice from us, and you will not be entitled to receive any further concessions or discounts.
specement to remain in your dwelling and to fulfill your Lease obligations throughout the full term of your Lease, you will receive the following rent Concession and or Discount.  (Check all that apply)  One-Time Concession. You will receive a One-Time Concession of the rent indicated in Paragraph 6 of the Lease Contract in the total amount of \$		Singh	
the application of the rent concession.    Monthly Discount/Concession. The rent indicated in Paragraph of the Lease Contract includes a Monthly Discount of \$ per month off of the suggested rental rate for your dwelling. The amount specified in Paragraph 6 is the amount due before the application of the rent concession.    Other Discount/Concession. You will receive the following discount off the rent indicated in Paragraph 6 of the Lease Contract:    Resident or Residents (All residents must sign)	3.	agreement to remain in your dwelling and to fulfill your Lease obligations throughout the full term of your Lease, you will receive the following rent Concession and or Discount.  (Check all that apply)  One-Time Concession. You will receive a One-Time Concession off the rent indicated in Paragraph 6 of the Lease Contract in the total amount of \$	5. Special Provisions. The following special provisions control over any conflicting provisions of this printed Addendum form or the Lease Contract.  If a resident fails to pay rent on or before the applicable date, or the resident's rent payment is returned dishonored, for any reason more than two (2) or more times during the term of the lease contract will result in a forfeit of any concession given for the current month as well as the concessions for the
Paragraph 6 of the Lease Contract includes a Monthly Discount of \$ per month off of the suggested rental rate for your dwelling. The amount specified in Paragraph 6 is the amount due before the application of the rent concession.  Other Discount/Concession. You will receive the following discount off the rent indicated in Paragraph 6 of the Lease Contract:  Resident or Residents (All residents must sign)  Owner or Owner's Representative (signs here)			
discount off the rent indicated in Paragraph 6 of the Lease  Contract:  Resident or Residents (All residents must sign)  Owner or Owner's Representative (signs here)  Date of Lease Contract		Paragraph 6 of the Lease Contract includes a Monthly Discount of \$ per month off of the suggested rental rate for your dwelling. The amount specified in Paragraph 6 is the amount due before the application of the	
(All residents must sign) (signs here)  Date of Lease Contract		discount off the rent indicated in Paragraph 6 of the Lease	
(All residents must sign) (signs here)  Date of Lease Contract			
(All residents must sign) (signs here)  Date of Lease Contract			
Date of Lease Contract	Y	(All residents must sign)	
			Date of Lease Contract
	_		April 5, 2017



# LEASE ADDENDUM LIABILITY INSURANCE REQUIRED OF RESIDENT



		April 5, 2017
_	<u>v</u>	Date of Lease Contract
<u>-</u>	** <sup>()</sup>	Date of Lease Contract
	Resident or Residents (All residents must sign here)	Owner or Owner's Representative (signs here)
	I have read, understand and agree to co	omply with the preceding provisions.
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.	
	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.	other remedies which we may have under your lease.
	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 \$\frac{10000.00}{2000}\$, from a carrier	will incur a Renter's Insurance Noncompliance Fee of \$20 per month for any month in which we do not have proof of the required insurance, in addition to any
4.	satisfying the requirements listed below, at your sole expense.  Required Policy. You are required to purchase and maintain	provide evidence to us of your maintenance of the required minimum level of insurance coverage is a breach of your lease and you
	agree to maintain at all times during the Term of the Lease Contract and any renewal periods a policy of personal liability insurance	75011-5009" as interested party or certificate holder. Your failure to
	limits of liability to third parties in an amount not less than \$	America Apartments, L.P [CG at Brier Creek], P.O. Box 115009, Carrollton, TX
	You understand that paragraph 8 of the Lease Contract requires you to maintain a liability insurance policy, which provides	10. Special Provisions: Your renters insurance policy declarations page must list "Mid-
	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.	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.
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	8. <b>Default.</b> 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.
	Residents (list all residents): Vipin Singh, Shikha Singh	Insurance Company:
		to the execution and commencement of the Lease Contract. You will provide additional proof of insurance in the future at our request.
۷.	Lease Contract Description.  Lease Contract date: April 5, 2017  Owner's name: CMF 15 Portfolio LLC	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
	North Carolina, 27617 (zip code).	7. Your Insurance Coverage. You have purchased the required
	inRaleigh (city),	allowed by all parties and that this agreement supersedes any language to the contrary in the Lease Contract.
1.	Dwelling Unit Description. Unit. No. 09101 10001 HILLSTON RIDGE ROAD-101 (street address)	6. Subrogation Allowed. You and we agree that subrogation



## LEASE ADDENDUM FOR REMOTE CONTROL, CARD, OR CODE ACCESS GATE



1.	Dwelling Unit Description.         Unit No.         09101           10001 HILLSTON RIDGE ROAD-101         (street address)           in         Raleigh         (city)           North Carolina,         27617         (zip code).	law enforcement agencies. You should first call 911 or other appropriate emergency police numbers if a crime occurs or is suspected. We are not liable to any resident, family member, guest, occupant or invitee for personal injury, death or damage/loss of personal property from incidents related
2.	Lease Contract Description. Lease Contract date: April 5, 2017 Owner's name: CMF 15 Portfolio LLC	to perimeter fencing, automobile access gates and/or pedestrian access gates unless it arises from our misconduct. We reserve the right to modify or eliminate security systems other than those statutorily required. You will be held responsible for the actions of any persons to whom you provide access to the community.
	Residents (list all residents): Vipin Singh, Shikha Singh	<ul> <li>8. Rules in using vehicle gates.</li> <li>Always approach entry and exit gates with caution and at a very slow rate of speed.</li> </ul>
3.	To the extent any terms of this addendum conflict with the Lease Contract, the terms of this addendum are controlling.  Remote control/cards/code for gate access.	<ul> <li>Never stop your car where the gate can hit your vehicle as the gate opens or closes.</li> <li>Never follow another vehicle into an open gate. Always use your</li> </ul>
	Remote control for gate access. Each person who is listed as a resident on the lease will be given a remote control at no cost to use during his or her residency. Each additional remote control for you or other occupants will require a \$ non-refundable fee.	<ul> <li>Report to management the vehicle license plate number of any vehicle that piggybacks through the gate.</li> </ul>
	<ul> <li>□ Cards for gate access. Each person who is listed as a resident on the lease will be given a card at no cost to use during his or her residency. Each additional card for you or other occupants will require a \$ non-refundable fee.</li> <li>□ Code for gate access. Each resident will be given, at no cost, an access code (keypad number) for the pedestrian or vehicular access gates. It is to be used only during your residency. We may change the access</li> </ul>	<ul> <li>Never force the gate open with your car.</li> <li>Never get out of your vehicle while the gates are opening or closing.</li> <li>If you are using the gates with a boat or trailer, please contact management for assistance. The length and width of the trailer may cause recognition problems with the safety loop detector and could cause damage.</li> </ul>
4.	code at any time and will notify you of any such changes.  Damaged, lost or unreturned remote controls, cards or code changes.  If a remote control is lost, stolen or damaged, a \$100.00 fee will he charged for a replacement. If a remote control is not returned or is returned damaged when you move out, there will be a \$100.00 fee will deduction from the security deposit.  If a card is lost, stolen or damaged, a \$50.00 fee will be charged for a replacement card. If a card is not returned	<ul> <li>Do not operate the gate if there are small children nearby who might get caught in it as it opens or closes.</li> <li>If you lose your card, please contact the management office immediately.</li> <li>Do not give your card or code to anyone else.</li> <li>Do not tamper with gate or allow your occupants to tamper or play with gates.</li> </ul>
	or is returned damaged when you move out, there will be a \$ deduction from the security deposit.	9. <b>Special Provisions.</b> The following special provisions control over conflicting provisions of this printed form:
	We may change the code(s) at any time and notify you accordingly.	
	<b>Report damage or malfunctions.</b> Please immediately report to the office any malfunction or damage to gates, fencing, locks or related equipment.	
6.	<b>Follow written instructions.</b> We ask that you and all other occupants read the written instructions that have been furnished to you regarding the access gates. This is important because if the gates are damaged by you or other occupants, guests or invitees through negligence or misuse, you are liable for the damages under your lease, and collection of damage amounts will be pursued.	
7.	Personal injury and/or personal property damage. Except as specifically required by law, we have no duty to maintain the gates and cannot guaranty against gate malfunctions. We make no representations or guarantees to you concerning security of the community. Any measures, devices, or activities taken by us are solely for the benefit of us and for the protection of our property and interests, and any benefit to you of the same is purely incidental. Anything mechanical or electronic is subject to malfunction. Fencing, gates or other devices will not prevent all crime. No security system or device is foolproof or 100 percent successful in deterring crime. Crime can still occur. Protecting residents, their families, occupants, guests and invitees from crime is the sole responsibility of residents, occupants and	
\	Resident or Residents (All residents must sign here)	Owner or Owner's Representative (signs here)
	<u>r v                                    </u>	
9		Date of Lease Contract
		April 5, 2017

# LEASE ADDENDUM FOR INTRUSION ALARM



1.	Dwelling Unit Description. Unit. No. 09101 10001 HILLSTON RIDGE ROAD-101 (street address)	immediately for repair or 🚨 contact us immediately for repair.
	in Raleigh (street address)	The cost of repair will be paid by ( <i>check one</i> ) $\square$ you or $\square$ us.
	North Carolina, 27617 (city),	9. No warranty. We make no guarantees or warranties, express or implied, concerning the alarm system. All guarantees and
2.	Lease Contract Description.  Lease Contract date: April 5, 2017  Owner's name: CMF 15 Portfolio LLC	warranties are expressly disclaimed. Crime can and does occur despite the best security measures. Anything electronic or mechanical in nature will malfunction from time to time. We are absolutely not responsible for malfunction of the alarm.
	Residents (list all residents): Vipin Singh, Shikha Singh	10. <b>Liability.</b> We are not liable to you, your guests or other occupants for any injury, damage or loss resulting from the alarm or any malfunction of the alarm. It is recommended that you purchase insurance to cover casualty loss of your property, including loss by theft.
3.	Intrusion alarm. Your dwelling is equipped with an intrusion alarm. It must not be considered a guaranty of safety or security. You should at all times take precautions as if the intrusion alarm were malfunctioning. You acknowledge that the security of you and your family, occupants, and guests are your responsibility alone. Your use of the alarm system is ( <i>check one</i> ) ☐ required or ☑ optional. You are responsible for all false alarm charges for your dwelling.	<ul> <li>11. Emergencies. Always call 911 or law enforcement authorities or emergency medical services in the event of a crime or emergency. Then contact us. We are not required to answer the alarm, but we do have the right to enter and cut off the alarm to minimize annoyance to neighbors when it malfunctions or is not timely cut off.</li> <li>12. Entire agreement. We've made no promises or representations regarding the alarm system except those in this addendum.</li> </ul>
4.	Permit from city. You (check one) ☐ do or ☒ do not have to obtain a city permit for activation and use of the intrusion alarm. If you do, the phone number to call is (000) 000-0000, and it is your responsibility to obtain the permit. You also will be responsible for any fines due to excessive false alarms.	13. <b>Special Provisions.</b> The following special provisions control over conflicting provisions of this printed form:
5.	<b>Follow instructions.</b> You agree to use reasonable care in operating the alarm and to follow the written instructions, rules and procedures furnished to you by us. Instructions □ are attached or ☑ will be provided to you when you move in.	
6.	Alarm company. You (check one) ☑ will or ☐ will not have to make arrangements with an independent alarm company to activate and maintain the alarm system. You (check one) ☑ may choose your own alarm company or ☐ are required to use _n/a as your alarm company. The alarm system is repaired and maintained by _Colonial Properties Trust	
7.	<b>Entry by owner.</b> Upon activation of the alarm system, you must immediately provide us (management) with your security code and any special alarm system instructions for lawful entry into the unit when no one is there, as authorized in your NAA Lease Contract. You must reimburse us for any expenses we incur in entering your dwelling, when those expenses are due to your failure to provide the foregoing information.	
8.	<b>Repairs or malfunctions.</b> If the intrusion alarm malfunctions, you agree to ( <i>check one</i> ) □ contact your intrusion alarm company	
	Resident or Residents (All residents must sign here)	Owner or Owner's Representative (signs here)
<u>\</u>	Wen	
9		
		Date of Lease Contract
		April 5, 2017

## **Billing Statement Options**

### Addendum to Lease

You will receive a monthly billing statement that outlines your current monthly charges. You can receive this statement via myMAA.com at no charge or via US mail for an additional monthly fee. Please select your billing option below. If no option is selected, you will receive an electronic statement via myMAA.com:

 Online/Electronic Statement (<u>No Additional Charge</u>) – the online billing statement will be available by logging into your myMAA.com account.

\*\*If, at any time, you do not have a myMAA.com account, you will be charged the \$4.95 Paper Statement fee for each month that you do not have a myMaa.com account at the time statements are sent out for your residence.\*\*

Paper (\$4.95 per month) – a paper statement will be mailed each month to your home address or to such other address as you designate in writing to us. The monthly paper statement fee is for administration, billing, overhead and similar expenses and charges incurred by us for providing and processing billing statements and also includes our profit margin. This statement fee will be constant regardless of the number of other charges contained on your billing statement and may be changed (with thirty (30) days written notice provided to you) if our actual expenses increase. This statement fee is not a charge for drinking water or wastewater from the retail public utility from which such utility services is provided, and does not include any fees billed to us by that retail public utility for any deposit, disconnect, reconnect, late payment or other similar fees.

You can elect to change your billing statement option at any time during your lease term by updating your account settings on the myMAA.com portal or by completing a new lease addendum. Converting from Online/Electronic Statement to a Paper Statement may take 2 billing cycles and you will not be charged the paper statement fee until you actually receive the paper statement.

It is your responsibility to pay the balance owed each month, regardless of whether or not a statement is received.

	Resident Signature
	Resident Signature
Date of this Addendum:	Resident Signature
<del></del>	Resident Signature
Management	Guarantor

t #	CG @ Brier Cree 09101		+	<del> </del>
/e Οι	ut Date 05/31/2018			Resid
hen	Dishwasher	Must be cleaned inside and out	\$12.00	
	Kitchen Sink/Disposal	Must be cleaned and stopper in place	\$10.00	
	Range Top	Must be cleaned: drip pans, stove top, outside, grease guard (back)	\$15.00	
	Microwave Oven	Cleaned inside and out  Must be cleaned to include: bottom drawer and oven racks	\$12.00 \$25.00	
	Range Hood	Must be cleaned and free from grease	\$10.00	
	Refrigerator Replacement	Must be cleaned to inloude: top, front, sides, inside drawers and racks	\$25.00	
	Replacement	If the refrigerator cannot be cleaned/deodorized to management's satisfaction, resident is responsible for full replacement	At Cost	
	Trash Compactor	Clean inside and out. New replacement bag	\$12.00	
	Cabinets	Must be cleaned, shelf paper removed, damage to wood priced at cost	\$12.00	
	Jenn-Air Grill	Must be swept and freshly mopped - no wax build up  Grill and grease jar must be cleaned (if applicable)	\$27.00 \$12.00	
	Laundry Room	Must be cleaned and mopped	\$15.00	
hroor		Mirrors must be alconed	\$7.00	
	Mirrors Tubs and Sinks	Mirrors must be cleaned  Must be cleaned to include all fixtures. Free of mold and soap scum	\$7.00 \$27.00	
	Jacuzzi Tubs	In good working condition. Repairs to motor At Cost	At Cost	
	Floors Toilets	Must be swept and freshly mopped (never waxed)  Must be cleaned to inloude inside and outside	\$12.00 \$12.00	
cony	/ & Patio	Initiast be cleaned to inicude inside and outside	\$12.00	
	Patio/Balcony	Screens, storage room, entire area must be cleaned and swept	\$17.00	
	Front Door Water Heater Closet	Kick Plate and door must be cleaned	\$6.00 \$12.00	
	Screened Enclosures	Must be cleaned and free of debris  Torn or damaged screens (minimum \$25)	At Cost	
s and	d Fixtures			
	Ceiling Fan	Ceiling Fans and Light Fixtures must be cleaned	\$10.00	
	Replacement Globe replacement	Ceiling Fan replacement  If broken or missing	\$75.00 \$25.00	-
	Light Replacement	If broken or missing	\$25.00	
	Smoke Detector	If broken or missing	\$25.00	
	A/C Vents Fire Extinguisher	Must be cleaned If broken or missing - 5 lb.replacement	\$25.00 \$45.00	-
	Vent Hood	Replacement if damaged or broken	\$70.00	
	Towel Bars	If broken or off wall (each)	\$35.00	
	Fireplace Grate	Must be clean and free of ashes and wax (if applicable) Replacement if damaged or missing	\$25.00 \$15.00	
ds	Jorale	prepiacement ii damaged or Missing	φ15.00	
	Mini Blinds	Mini-blind replacement (standard size) (Double Window \$60)	\$30.00	
	Vertical Blinds	Vertical-blind repair (each slat)	\$7.00	
eens	Replacement	Vertical-blind replacement (each set)	\$100.00	
30110	Window Screens	Frame and Screen replacement	\$40.00	
	ReScreen	Re-screen (small)	\$25.00	
	Sliding Door Screen Trash/Furniture Removal	Sliding glass door screen \$25 per bag or at cost of furniture removal	\$50.00	
	Trasilir diflicule itellioval	420 per bag or at cost or furniture removal		-
	Signature	Date Move In Signature Dat	e	
1 & C	Sheetrock repairs	Door knob size hole	\$40.00	
	Sheetiock repairs	Larger hole - 1 square foot	\$55.00	
		Each additional square foot	\$35.00	
	Stain treatment	Kilz stain treatment (each wall)	\$30.00	
	Wall Paint Holes Repaired	Additional coat of paint due to covering color/stains Picture hooks, toggle bolts, etc. (\$7 each)	\$150.00 \$7.00	
	Ceiling Paint	Ceiling Paint (due to stains/yellowing/cigarette smoke)	\$150.00	
inter	Tops Counter Replacement	Replacement per square foot	\$25.00	
	Repair	Cutting board install (small)	\$60.00	
		Cutting board install (medium)	\$70.00	
pet		Cutting board install (large)	\$80.00	
pet	Carpet cleaning	Freshly vacuumed & professionally shampooed, receipt required or	1	
		[One bedroom = \$45] [Two bedroom = \$55] [Three bedroom = \$65]		
	Stain treatment	Per Stain	\$40.00	
	Patch Deodorize Treatment	Patch per square foot Pet, cooking odors, cigarette smoke	\$60.00 At Cost	<b>-</b>
	Flea Treatment	Pets	\$60.00	
	Total Replacement	1 year	100 % of value	
	(Age of carpet)	2 year 3 year	75 % of value 50% of value	<del>                                     </del>
		4 years	25% of value	
		5 - 6 years	20% of value	
lpape	er	7 years	10% of value	
Pupe	Repair	Repairs (per repair)	\$40.00	
	Replacement	Replacement (per roll)	\$60.00	
l Flo	ors Patch	Repair patch (minimum)	\$50.00	
	Replacement	Replace floor	At Cost	
amic	Floors			
	Cleaned Replacement	Must be mopped and grout cleaned  Repairs to broken or chipped tiles (\$25 each tile replaced)	\$50.00 \$30.00	
rs &		Incepairs to proven or emphed tiles (\$\pi_2\text{3} each tile replaced)	\$30.00	
	Bi-Fold Metal Doors	Replacement per panel	\$70.00	
	Interior doors	Doors and Frame (Wood) replacement	\$100.00	
	Windows Windows	Single paned - broken or cracked  Double insulated - broken or cracked	\$65.00 \$100.00	l —
	Sliding Glass Door	Replacement of door and tracking	\$350.00	
		Glass Slider Door cleaned (to include track)	\$10.00	
		Cleaned (each)  Keys replaced (each)	\$5.00 \$5.00	<del>                                     </del>
	Window sills		\$60.00	
	Window sills Keys Lock Replacement	Re-Keying Locks (if all keys are not returned)		
	Keys Lock Replacement Gate Cards	Gate Cards (if applicable)	\$25.00	
	Keys Lock Replacement Gate Cards Laundry Cards/Keys		\$25.00	
c Cle	Keys Lock Replacement Gate Cards Laundry Cards/Keys eaning - Damage Charges	Gate Cards (if applicable) Laundry Cards (if applicable)	\$10.00	
	Keys Lock Replacement Gate Cards Laundry Cards/Keys Laundry Damage Charges Key Fob	Gate Cards (if applicable) Laundry Cards (if applicable) Missing or damaged key fob	\$10.00 \$50.00	
clea	Keys Lock Replacement Gate Cards Laundry Cards/Keys seaning - Damage Charges Key Fob aning and damage list is inte nt in the way it was received	Gate Cards (if applicable)  Laundry Cards (if applicable)  Missing or damaged key fob  nded to assist you in preparing your apartment for move out. You are required to  A preliminary walk through is not a final assestment of your apartment. Any addi	\$10.00 \$50.00 return the	
clea rtmei	Keys Lock Replacement Gate Cards Laundry Cards/Keys laning - Damage Charges Key Fob aning and damage list is intent in the way it was received received from a vendor will i	Gate Cards (if applicable) Laundry Cards (if applicable)  Missing or damaged key fob nded to assist you in preparing your apartment for move out. You are required to . A preliminary walk through is not a final assestment of your apartment. Any addi be charged back to you.	\$10.00 \$50.00 return the	
clea rtmei	Keys Lock Replacement Gate Cards Laundry Cards/Keys seaning - Damage Charges Key Fob aning and damage list is inte nt in the way it was received	Gate Cards (if applicable)  Laundry Cards (if applicable)  Missing or damaged key fob  nded to assist you in preparing your apartment for move out. You are required to  A preliminary walk through is not a final assestment of your apartment. Any addi	\$10.00 \$50.00 return the	
clea rtmei rges re In	Keys Lock Replacement Gate Cards Laundry Cards/Keys naning - Damage Charges [Key Fob aning and damage list is inte nt in the way it was received received from a vendor will I Signature [	Gate Cards (if applicable)  Laundry Cards (if applicable)  [Missing or damaged key fob inded to assist you in preparing your apartment for move out. You are required to .A preliminary walk through is not a final assestment of your apartment. Any addition to the charged back to you.    Date	\$10.00  \$50.00  return the itional	
clea rtmei rges re In	Keys Lock Replacement Gate Cards Laundry Cards/Keys laning - Damage Charges Key Fob aning and damage list is intent in the way it was received received from a vendor will i	Gate Cards (if applicable)  Laundry Cards (if applicable)  [Missing or damaged key fob nded to assist you in preparing your apartment for move out. You are required to A preliminary walk through is not a final assestment of your apartment. Any addition to the charged back to you.    Date	\$10.00 \$50.00 return the	

**Cleaning and Damage Costs** 

MAA



## MAA Supplemental Animal Addendum Becomes part of Lease Contract

Date 04/	05/2017	(when	this	Addendum	is	filled	out)
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In this document, the terms "you" and "your" refer to all residents listed below and all occupants or guests; and the terms "we," "us," and "our" refer to the owner named in the Lease Contract (not to the property manager or anyone else). In the event of a conflict between this Supplemental Animal Addendum and the Animal Addendum or the Lease Contract, the terms of this Supplemental Addendum will control.

DWELLING UNIT DE	SCIPTION.	Apt. No.	<u>09101</u> ,	10001	HILLSTON	RIDGE	
ROAD-101	(street addr	ess) in _	Raleigh		(city), _	NC	(St)
27617 (zip c	ode).						
2. LEASE CONTRAC Lease Contract dat Owner's name: <u>cm</u> F	e: <u>06/0</u> 15 Portfoli	01/2017 o LLC					
Residents (list all re	esidents): vipi	in Singh,	Shikha Singh	1			

The Lease Contract is referred to in this Addendum as the "Lease Contract."

- 3. By signing and submitting this addendum to the Lease Contract, you affirmatively represent and warrant that as of the date of this Supplemental Addendum and throughout the term of the Lease Contract each of the animals described in the Animal Addendum: is suited for living in an apartment community; does not pose a danger or threat of any kind to any person or property; has not displayed vicious, aggressive or dangerous behavior; and has never before injured you or any other person or animal or caused any damage to your or another person's property. You affirmatively represent and warrant that you have never had a claim or lawsuit filed against you or anyone else for an injury or damage caused by or related to your ownership or possession of the animal. You understand and agree that our approval of the animal to live in the apartment is expressly conditioned upon truthful disclosures and representations above, that nothing occurs during the term of the Lease Contract that would make the disclosures or representations inaccurate or untrue and that we would not have approved the animal had you disclosed that it was dangerous, unsuited for apartment living, or had previously injured someone or damaged property.
- 4. If you are required to remove the animal(s) pursuant to the terms of the Animal Addendum, the Lease Contract or this Supplemental Addendum, any animal deposit will not be refunded unless we are otherwise required to refund the animal deposit pursuant to your Lease Contract.

- 5. If you are required to remove the animal(s) pursuant to the terms of the Animal Addendum, the Lease Contract or this Supplemental Addendum, any additional monthly rent owed as a result of having an animal shall be waived for each month after the month in which the animal(s) are removed.
- 6. ANIMAL RULES. You are responsible for the animal's actions at all times. You agree to abide by these rules in addition to any rules in the Animal Addendum:

You may only have and keep a pet or animal that is considered a common domesticated household animal that is suitable for living in an apartment community. Common domesticated animals are domestic dogs, cats, fish, and birds.

You may have no more than (a) a total of two dogs, cats, or birds and/or (b) fish contained in one twenty (20) gallon or less fish tank. For example, you may have two dogs or one dog and one cat but may not have two dogs and one bird.

Wild, exotic, poisonous, endangered, or prohibited species of animals are not allowed.

You may not have or keep any animal which the ownership or possession of is illegal under any applicable federal, state, or local law.

Your animal may not be left for extended periods of time without proper feeding, care, and supervision.

You must keep your animal secured when you are not in your unit in case our personnel must enter your unit as permitted by the terms of your lease.

You must properly dispose of any animal excrement from the apartment or common areas of the community.

You must prevent your animal from defecating on the floors, walls, doors, or fixtures of the apartment and keep the premises in clean, hygienic condition.

You must obey all applicable state and local laws for owning and controlling your animal or pet.

You must promptly notify us if the animal injures a person or animal or causes property damage, whether or not such injury or damage occurred on our property.

The animal(s) at all times must have current rabies shots and licenses required by law. You must show us evidence of the shots and licenses if we ask.

- 7. COMPLAINTS ABOUT ANIMAL. You must immediately and permanently remove the animal from the premises if we receive a reasonable complaint from a neighbor or other resident or if we, in our sole discretion, determine that the animal has disturbed neighbors and other residents, displayed dangerous, vicious, or violent behavior toward any other person or animal or caused injury or damage to any person, animal or property.
- 8. LIABILITY FOR DAMAGES, INJURIES, CLEANING, INDEMNITY, ETC. You and all co-residents will be jointly and severally liable for the entire amount of all damages to the apartment or community caused by the animal. You are responsible for all cleaning, defleaing, deodorizing, repair, or replacement of any carpet, floors, subfloors, or any other part of the apartment which damages are

caused by your animal. This provision applies to all parts of the dwelling unit, including carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, as well as landscaping and other outside improvements. If items cannot be satisfactorily cleaned or repaired, you must pay for us to replace them completely. Payment for damages, repairs, cleaning, replacements, etc. are due immediately upon demand.

You're strictly liable for the entire amount of any personal injury or property damage that the animal causes to a person or anyone's property. You are liable for your negligence or intentional acts related to the animal which directly or indirectly causes in whole or in part any personal injury or property damages.

You'll indemnify us and hold us harmless from and defend us against all costs of litigation, attorney's fees, damages, or injuries in any claims, lawsuits, and judgments against us (including our management company or their employees, officers, and directors) which were caused in whole or in part, directly or indirectly, by your animal or by your negligence or intentional acts as relates to your ownership or possession of the animal.

9. GENERAL. This Supplemental Animal Addendum and the animal rules are considered part of the Lease Contract described above. It has been executed in multiple originals, one for you and one or more for us.

This is a binding legal document. Read it carefully before signing.

Resident or Residents
(All residents must sign)

WY

Owner or Owner's Representative
(Signs below)

### Mid-America Apartment Communities, Inc. d/b/a MAA

6584 Poplar Ave. • Memphis, TN 38138 • (901) 682-6600

## Washer / Dryer Rental Agreement Lease Addendum

This is an addend	dum to the Lease Contract b	etween:		
	CG @ Brier Creek	and	Vipin Singh,	Shikha Singh .
Community			Resident(s)	
Address: _	10001 HILLSTON RIDG	E ROAD-101 #09101, R	aleigh, NC	
The agreement b	ecomes effective on	04/05/2017	_ and expires on	05/31/2018 .
Rental Payment A Washer and/or	Dryer belonging to the Apar	tment Owner has been prov	vided to the above nam	ned resident for rental.
The monthly renta	al amount is \$	·		
The rental amour the total monthly	nt will be added to the base rent due.	monthly rent and will be due	on the (1 <sup>st</sup> ) First day o	f each month as a part of
Resident acknow apartment.	ledges that upon termination	n of the lease agreement, th	e washer and/or dryer	will remain in the
	d Care full responsibility for the car usive use and will be billed a		Resident will be respo	nsible for all repairs due to
Washer-Brand a	nd Serial Number			
Dryer-Brand and	Serial Number			
Morry				06/2017
<b>Resident Signat</b>	ure		Date	