

DOCKET NO. ER- 168 ,SUB 0
FILING FEE RECEIVED _____

BEFORE THE NORTH CAROLINA UTILITIES COMMISSION

APPLICATION FOR CERTIFICATE OF AUTHORITY TO RESELL ELECTRIC SERVICE IN ACCORDANCE WITH
G.S. 62-110(h) and NORTH CAROLINA UTILITIES COMMISSION CHAPTER 22

INSTRUCTIONS

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

Utility laws, the Commission's Rules, and other information may be accessed at <http://www.ncuc.net/index.htm>

APPLICANT

1. Name of owner: L&C PropCo LLC
(Individual name if the owner is a sole proprietor or business name if not a sole proprietor.)
2. Type of Business Entity: Limited Liability Company
3. Business mailing address of owner: 250 Fillmore Street, Suite 150
City and state: Denver, CO Zip code: 80206
4. Business telephone number: (919) 827-8600 Business fax number: n/a
5. Business email address: mgr.raleighlogan@yugo.com
6. Person to Contact Concerning this Application (Name, Telephone, and Email):
David P. Ferrell (919) 573-7421 DFerrell@maynardnexsen.com

PROPOSED UTILITY SERVICE AREA

(Attach additional sheets if more than one property)

7. Name of Single-Family Dwelling, Residential Building, or Apartment Complex (hereinafter leased premises): _____
Yugo Raleigh Logan & Chamberlain
8. Street Address of leased premises: 102 Logan Court, Raleigh, NC 27607
9. County: Wake
10. Name, address and telephone number of the supplier of electricity: Duke Energy Progress
PO Box 1326, Charlotte, NC 28201-1326 (800) 544-6900
11. Number of lessees that can be served at this leased premises: 294

RESALE PROVISIONS

12. Describe the method Applicant proposes to use to allocate the supplier's individual electric bill for a unit among all the lessees in the unit (NCUC Rule R22-5): (Note: if it is a single-family dwelling or residential building, there may be no allocation method): Please see SimpleBills Lease Provision Pertaining to Utility Billing (attached) for explanation of electric billing to tenants.

FORM ER-1**4/2018**13. Monthly administrative fee per bill: \$3.75

(Pursuant to NCUC Rule R22-5(d), no more than \$3.75 per month, the maximum amount authorized for water resellers by NCUC Rule R18-6, may be added as an administrative fee to the cost of electric service. The amount of the administrative fee, up to the maximum amount, should be justified by Applicant's actual costs.)

14. Bills will be past due 25 days after they are mailed or otherwise delivered to lessees. (NCUC Rule R22-7(e) specifies that bills shall not be past due less than twenty-five (25) days after mailing or other delivery to lessees.)15. Late fee amount: 1% (Pursuant to NCUC Rule 22-5(d) and (e), a late fee of no more than 1% per month of the balance in arrears may be assessed.)16. Returned check charge: \$25 (Pursuant to NCUC Rule 22-5(f) and G.S. 25-3-506, a returned check fee of no more than \$25.00 may be assessed.)17. Statement of Applicant's plans for retention and availability of records (see NCUC Rule R22-6(a) and (b)): _____
Please see SimpleBills Lease Provision Pertaining to Utility Billing (attached) for explanation for plans for retention and availability of records.**PERSONS TO CONTACT**

	<u>NAME</u>	<u>ADDRESS</u>	<u>TELEPHONE</u>
18. Management:	Janna Arnold	102 Logan Court Raleigh, NC 27607	(919) 827-8600
		Email <u>mgr.raleighlogan@yugo.com</u>	
19. Complaints or Billing:	Simple Bills/RealPage	100 Ritchie Road Waco, TX 76712	(254) 230-0199
		Email <u>info@simplebills.com</u>	
20. Emergency Service:	Janna Arnold	102 Logan Court Raleigh, NC 27607	(919) 827-8600
		Email <u>mgr.raleighlogan@yugo.com</u>	
21. Filing and Payment of Regulatory Fees to NCUC:	Janna Arnold	102 Logan Court Raleigh, NC 27607	(919) 827-8600
		Email <u>mgr.raleighlogan@yugo.com</u>	

OTHER PROVISIONS

22. Applicant must notify the Commission in writing within 30 days following the change of any information supplied on this form.
23. Applicant must also file quarterly Regulatory Fee Reports and make regulatory fee payments. Details are set out in NCUC Rule R15-1.

REQUIRED EXHIBITS

24. If Applicant is a corporation, LLC, LP, or other legal business entity, enclose a copy of the certification from the North Carolina Department of the Secretary of State (Articles of Incorporation or Application for Certificate of Authority for Limited Liability Company, etc.). **(Must match name on Line 1 of application.)**
25. If Applicant is a partnership, enclose a copy of the partnership agreement. **(Must match name on Line 1 of application.)**

FORM ER-1**4/2018**

26. Enclose a copy of a Warranty Deed showing that the Applicant has ownership of all the property necessary to operate the utility. (**Must match name on Line 1 of application.**)
27. Enclose a vicinity map showing the location of the leased premises in sufficient detail for someone not familiar with the county to locate the leased premises. (A county roadmap with the leased premises outlined is suggested.)
28. Enclose a copy of the supplier's schedule of rates that will be charged to the Applicant for electric service.
29. Enclose a copy of any agreements or contracts that Applicant has entered into covering the provision of billing and collections services to the leased premises.
30. Indicate the number of apartment buildings, residential buildings, or single-family dwellings to be served, the number of units in each apartment building or residential building, and the number of bedrooms in each unit.
31. Enclose a copy of the template or form used for billing statements.
32. Enclose a copy of all forms used for the lease to lessees, including a statement of which parts of the lease relate to billing for electric service.

FILING INSTRUCTIONS

33. Electronic filing is available at www.ncuc.net for application submittal, or mail one (1) original application with required exhibits and original **notarized signature**, plus three (3) additional collated copies to:

USPS Address:

OR

Overnight Delivery at Street Address:

Chief Clerk's Office
North Carolina Utilities Commission
4325 Mail Service Center
Raleigh, North Carolina 27699-4300

Chief Clerk's Office
North Carolina Utilities Commission
430 North Salisbury Street
Raleigh, NC 27603-5918

34. Enclose a filing fee as required by G.S. 62-300. A Class A utility (annual electricity revenues of \$1,000,000 or more) requires a \$250 filing fee. A Class B utility (annual electricity revenues between \$200,000 and \$1,000,000) requires a \$100 filing fee. A Class C utility (annual electricity revenues less than \$200,000) requires a \$25 filing fee. **MAKE CHECK PAYABLE TO N.C. DEPARTMENT OF COMMERCE/UTILITIES COMMISSION.**

SIGNATURE

35. Application shall be signed and verified by an authorized representative of Applicant.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

36. (Typed or Printed Named) William Wall
personally appearing before me and, being first duly sworn, says that the information contained in this application and in the exhibits attached hereto is true to the best of his/her knowledge and belief.

This the 17th day of January, 2024.

Signature of Notary Public

ALEXANDER BRIAN PANKONIN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20084032371
MY COMMISSION EXPIRES FEBRUARY 19, 2025

Name of Notary Public – Typed or Printed

My Commission Expires: _____

Date

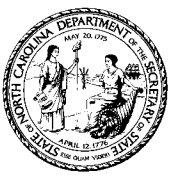
(NOTARY SEAL)

Attachment – ER-168, Sub 0 – L&C PropCo LLC

1. Owner information: Yugo Raleigh Logan & Chamberlain is owned by L&C PropCo LLC. See attached organizational chart for further information on the owners and managing members which is being filed with the Commission as Confidential.
8. The attached includes the street and mailing addresses for each of the apartments in the apartment complex and the range of apartment numbers; see Exhibit 30. The city, county and zip code and the suppliers are the same for each property.
17. This information is also included in the attachment “SimpleBills Lease Provision Pertaining to Utility Billing Service”
 - (a) “Hard copies” will be kept at rental office at Yugo Raleigh Logan & Chamberlain, 102 Logan Court, Raleigh, NC 27607 by the apartment management. The electronic copies will be kept on cloud based software in the corporate office;
 - (b) The retained records will include dates when tenants move in and out.
 - (c) The records will be maintained for 36 months.
 - (d) Tenant can have access to the retained records at the rental office at Yugo Raleigh Logan & Chamberlain, 102 Logan Court, Raleigh, NC 27607 during normal business hours.
 - (e) Tenant can obtain copies of the records at a cost not to exceed \$0.25 per page.

ER-168, Sub 0

The persons and entities with ownership interest in L&C PropCo LLC are provided to the Commission under seal as confidential as part of the Application for Certificate of Authority to Resell Electric Service.



NORTH CAROLINA

Department of the Secretary of State

EXHIBIT**24****OFFICIAL COPY****Feb 06 2024**

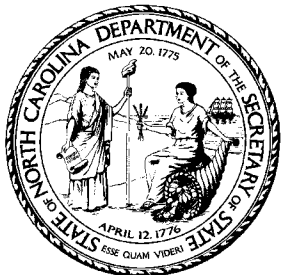
CERTIFICATE OF AUTHORIZATION (Limited Liability Company)

I, ELAINE F. MARSHALL, Secretary of State of the State of North Carolina, do hereby certify that

L&C PROPCO LLC

is a limited liability company formed under the laws of Delaware as L&C PropCo LLC and was authorized to transact business in the State of North Carolina by issuance of a certificate of authority on 30th day of November, 2020.

I FURTHER certify that, as of the date of this certificate, (i) the said limited liability company has not withdrawn from the State of North Carolina, (ii) the said limited liability company's certificate of authority has not been suspended for failure to comply with the Revenue Act of the State of North Carolina, (iii) that said limited liability company is not administratively revoked for failure to comply with the provisions of the North Carolina Limited Liability Company Act, (iv) that this office has not filed any decree of judicial revocation, withdrawal, articles of merger, or articles of conversion for said limited liability company.



Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 9th day of November, 2021.

Elaine F. Marshall

Secretary of State

EXHIBIT
26

WAKE COUNTY, NC
TAMMY L. BRUNNER
REGISTER OF DEEDS
PRESENTED & RECORDED ON
12-29-2020 AT 17:32:55
STATE OF NC REAL ESTATE
EXCISE TAX: \$80,000.00
BOOK: 018264 PAGE: 00257 - 00263

OFFICIAL COPY**Feb 06 2024****NORTH CAROLINA SPECIAL WARRANTY DEED**

Excise Tax: \$80,000	Tax Parcel Number: 0062313 and 0016919
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This instrument was prepared by:

Lee Ryder

Logan-UCal, LLC
50 South Steele Street, Suite 600
Denver, CO 80209

Mail after recording to:

Greenberg Traurig LLP
200 Park Avenue
New York, NY 10166
Attention: Helena Raifman, Esq.

Brief Description For The Index: 102 Logan Court, Raleigh, North Carolina 27607 and 113
Chamberlain Street, Raleigh, North Carolina 27607

First American Title
National Commercial Services
NCS-1005188

Submitted electronically by "First American Title Insurance Company - NCS Denver"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Wake County Register of Deeds.

THIS SPECIAL WARRANTY DEED is made this 23rd day of December, 2020, by **LOGAN-UCAL, LLC**, a Delaware limited liability company (the "Grantor"), with an office address at 50 South Steele Street, Suite 600, Denver, CO 80209, to **L&C PROPCO LLC**, a Delaware limited liability company (the "Grantee"), with an office address at 50 South Steele Street, Suite 600, Denver, CO 80209. The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for and in consideration of the sum of \$1.00 and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, has and by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, in fee simple, all that certain lot or parcel of land situated in Wake County, North Carolina, more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof, subject to all matters of record encumbering the property hereby conveyed.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 17562, Page 01633 of the Wake County Public Registry.

A map showing the above described property is recorded in Map Book 2018, Page 993 and Map Book 2018, Page 842, Wake County Public Registry.

The property herein conveyed does not include the primary residence of Grantor.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land in fee simple forever, TOGETHER, with all the tenements, hereditaments, privileges and appurtenances thereto belonging or in anywise appertaining.

AND, except for all matters of record encumbering the property hereby conveyed, the Grantor hereby covenants with said Grantee that (i) said land is free from encumbrances made by Grantor, (ii) Grantor has done nothing to impair such title as Grantor received, and (iii) Grantor will warrant and defend the title against the lawful claims of all persons claiming by, through or under the said Grantor, but against none other, except for the exceptions hereinafter stated.

Title to the property hereinabove described is hereby conveyed subject to all valid and subsisting restrictions, reservations, covenants, conditions, rights of ways and easements properly of record, if any and current year ad valorem taxes.

Grantee hereby agrees that Grantee, its successor or assigns will not sell any residential unit in the Property (in the form of a condominium unit or otherwise) if, in connection with such sale a prior owner of the Property may be liable to the purchaser (or their successor or assigns) of such residential unit for construction defects relating to such residential unit, which restriction shall remain in place until the earlier of (i) the expiration of the statutory period for the statute of limitations as to any claim that may have been brought against Grantor for any such defects, if any, or (ii) such earlier date as may be agreed to in writing by Grantor.

[signature page immediately follows]

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Logan-UCal, LLC,
a Delaware limited liability company

By: UCal, LLC, a Delaware limited liability
company, its sole member

By: University Communities, LLC, a Delaware
limited liability company, its manager

By: Lee Ryder
Lee Ryder, Manager

ACKNOWLEDGMENT

STATE OF COLORADO)
) ss:
COUNTY OF DENVER)

On the 23rd day of December, in the year 2020, before me, the undersigned, personally appeared Lee Ryder personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned.

Elizabeth Sterlacchi-Jones
NOTARY PUBLIC

My Commission Expires: 11/19/2022

ELIZABETH STERLACCI-JONES
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20144044247
MY COMMISSION EXPIRES NOV 19, 2022

OFFICIAL COPY

Feb 06 2024

Exhibit A to
North Carolina Special Warranty Deed

Legal Description

PARCEL ONE:

BEING ALL OF NEW LOT 1, CONSISTING OF 0.598 ACRES, MORE OR LESS, AS DEPICTED ON THAT CERTAIN PLAT ENTITLED "RIGHT OF WAY DEDICATION AND EASEMENT PLAT FOR 113 CHAMBERLAIN STREET, RALEIGH, WAKE COUNTY, NORTH CAROLINA" BY JOHN A. EDWARDS & COMPANY, RECORDED IN BOOK OF MAPS 2018, PAGE 933, WAKE COUNTY REGISTRY AND BEING THE SAME PARCEL OF LAND DESCRIBED AS FOLLOWS; ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN THE CITY OF RALEIGH, WAKE COUNTY, NORTH CAROLINA, A PORTION OF PIN NUMBER 0794.20-82-8023 AND IS DESCRIBED AS FOLLOWS: BEGINNING AT AN EXISTING IRON PIPE ON THE NORTHERN RIGHT OF WAY OF CHAMBERLAIN STREET; SAID POINT BEING THE SOUTHWEST CORNER OF LOT 1 AS SHOWN IN BOOK OF MAPS 2018, AT PAGE 933 AND HAVING NC GRID COORDINATES OF NORTH=741,928.76' AND EAST=2,098,817.93' NAD 83(2011), THENCE FROM SAID POINT OF BEGINNING, LEAVING SAID RIGHT OF WAY, NORTH 62° 48' 55" WEST FOR A DISTANCE OF 154.34' TO AN EXISTING IRON PIPE ON THE SOUTHERN RIGHT OF WAY OF HORSE TRACK ALLEY; THENCE NORTH 49° 26' 33" EAST FOR A DISTANCE OF 211.60 FEET TO AN EXISTING IRON PIPE, THENCE LEAVING SAID RIGHT OF WAY SOUTH 40° 19' 34" EAST FOR A DISTANCE OF 143.27 FEET TO AN EXISTING IRON PIPE ON THE NORTHERN RIGHT OF WAY OF CHAMBERLAIN STREET; THENCE ALONG SAID RIGHT OF WAY SOUTH 49° 36' 17" WEST FOR A DISTANCE OF 152.56 FEET TO AN EXISTING IRON PIPE; SAID PIPE BEING THE POINT OF BEGINNING, HAVING AN AREA OF 26,041 SQUARE FEET OR 0.5978 ACRES.

PARCEL TWO:

BEING ALL OF NEW LOT 1, CONSISTING OF 1.1225 ACRES, MORE OR LESS, AS DEPICTED ON THAT CERTAIN PLAT ENTITLED "RIGHT OF WAY DEDICATION, EASEMENT DEDICATION, EASEMENT ABANDONMENT & RECOMBINATION PLAT FOR 102 LOGAN, RALEIGH, WAKE COUNTY, NORTH CAROLINA" BY JOHN A. EDWARDS & COMPANY, RECORDED IN BOOK OF MAPS 2018, PAGE 842, WAKE COUNTY REGISTRY AND BEING THE SAME PARCEL OF LAND DESCRIBED AS FOLLOWS;

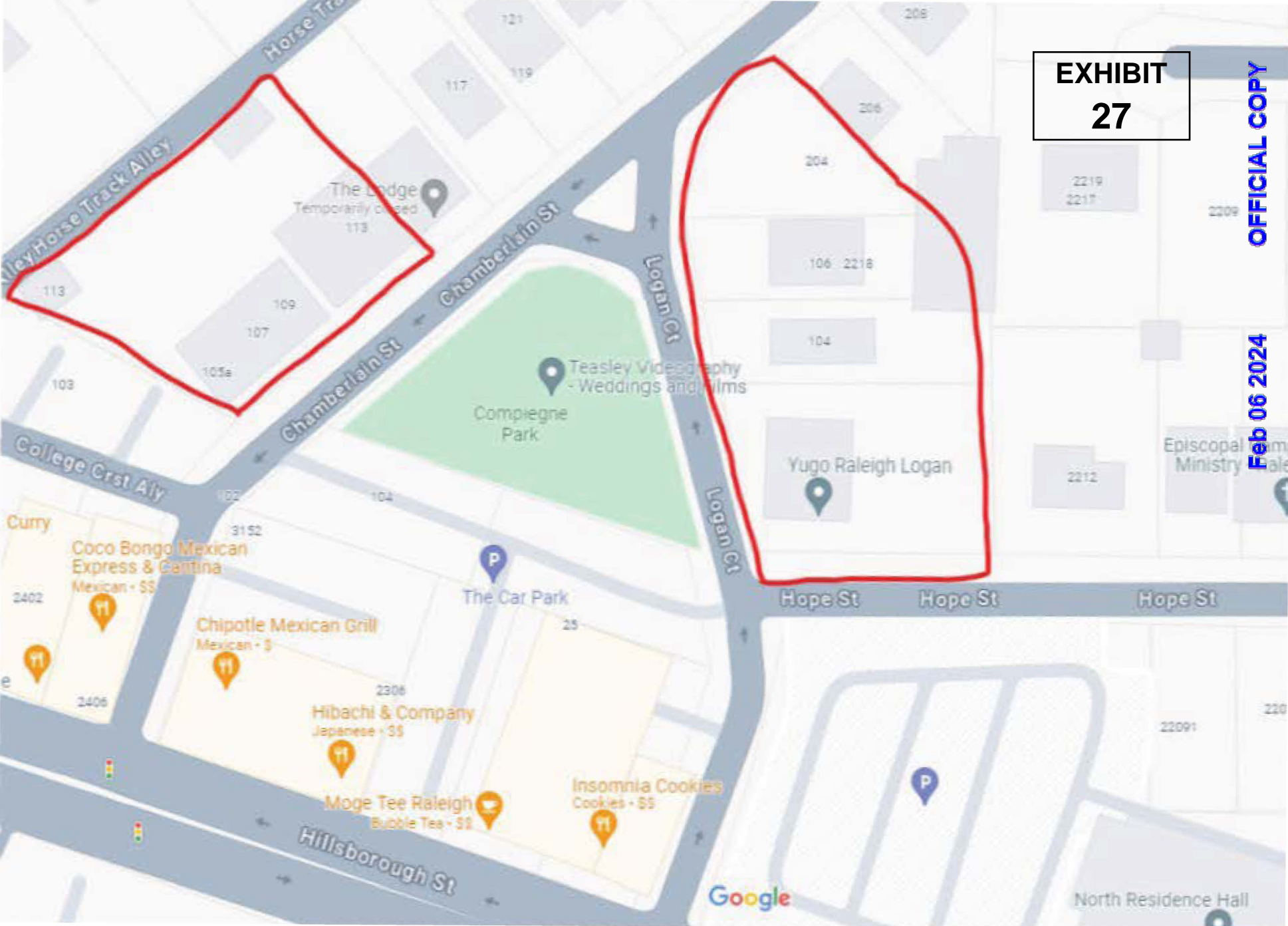
ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN THE CITY OF RALEIGH, WAKE COUNTY, NORTH CAROLINA, A PORTION OF PIN NUMBER 0794.20-92-2002 AND IS DESCRIBED AS FOLLOWS: BEGINNING AT AN EXISTING IRON PIPE ON THE SOUTHERN RIGHT OF WAY OF CHAMBERLAIN STREET; SAID POINT BEING THE NORTHERNMOST CORNER OF LOT 1 AS SHOWN IN BOOK OF MAPS 2018, AT PAGE 842 AND HAVING NC GRID COORDINATES OF NORTH=742,210.05' AND EAST=2,099,229.17' NAD 83(2011), THENCE FROM SAID POINT OF BEGINNING, LEAVING SAID RIGHT OF

WAY, SOUTH 52° 32' 32" EAST FOR A DISTANCE OF 62.58 FEET TO AN EXISTING IRON PIPE; THENCE SOUTH 00° 35' 59" WEST FOR A DISTANCE OF 85.12 FEET TO AN EXISTING IRON PIPE; THENCE SOUTH 00° 44' 35" EAST FOR A DISTANCE OF 34.12 FEET TO AN EXISTING IRON PIPE, THENCE SOUTH 00° 58' 37" WEST FOR A DISTANCE OF 48.92 FEET TO AN EXISTING IRON PIPE; THENCE SOUTH 00° 14' 48" WEST FOR A DISTANCE OF 49.94 FEET TO AN EXISTING IRON PIPE; THENCE SOUTH 00° 00' 19" EAST FOR A DISTANCE OF 89.73 FEET TO AN EXISTING IRON PIPE ON THE NORTHERN RIGHT OF WAY OF HOPE STREET; THENCE ALONG SAID RIGHT OF WAY NORTH 89° 50' 35" WEST FOR A DISTANCE OF 136.46 FEET TO AN EXISTING IRON PIPE ON THE EASTERN RIGHT OF WAY OF LOGAN COURT; THENCE ALONG SAID RIGHT OF WAY FOR 4 CALLS, NORTH 12° 25' 48" WEST FOR A DISTANCE OF 135.51 FEET TO AN EXISTING IRON PIPE; THENCE NORTH 11° 57' 26" WEST FOR A DISTANCE OF 17.42 FEET TO AN EXISTING IRON PIPE, THENCE NORTH 11° 26' 15" WEST FOR A DISTANCE OF 30.12 FEET TO AN EXISTING IRON PIPE; THENCE ALONG A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 85.54 FEET, A RADIUS OF 80.00 FEET AND A CHORD BEARING OF NORTH 19° 11' 39" EAST FOR A DISTANCE OF 81.52 FEET TO AN EXISTING IRON PIPE ON THE SOUTHERN RIGHT OF WAY OF CHAMBERLAIN STREET; THENCE ALONG SAID RIGHT OF WAY FOR 2 CALLS, NORTH 49° 49' 33" EAST FOR A DISTANCE OF 90.43 FEET TO AN EXISTING IRON PIPE, THENCE ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 44.19 FEET, A RADIUS OF 254.94 FEET AND A CHORD BEARING OF NORTH 44° 51' 37" EAST FOR A DISTANCE OF 44.13 FEET TO AN EXISTING IRON PIPE, SAID PIPE BEING THE POINT OF BEGINNING, HAVING AN AREA OF 48,898 SQUARE FEET OR 1.1225 ACRES.

EXHIBIT
27

OFFICIAL COPY

Feb 06 2024



CHAMBERLAIN

113 Chamberlain Street, Raleigh, NC



LOGAN COURT

Compiegne Park

CHAMBERLAIN STREET

LOGAN

102 Logan Court, Raleigh, NC



**RESIDENTIAL SERVICE
SCHEDULE RES**

AVAILABILITY

This Schedule is available when electric service is used for domestic purposes in and about (1) a residential dwelling unit, including electric service used on a farm and in the preparation of the farm's products for market, or (2) a family care home. A residential dwelling unit served under this Schedule may be used as a boarding house, fraternity house, tourist home, or like establishment, provided such residential dwelling unit is one which ordinarily would be used as a private residence. A family care home is defined as a home with support and supervisory personnel that provides room and board, personal care and habilitation services in a family environment for not more than six resident handicapped persons. Detached garages, barns, or other structures that are primarily used for residential purposes that are located on the same premise as the separate residential dwelling unit may be served under any applicable Residential Schedule as of October 1, 2023.

Service under this Schedule is not available for processing (or handling) for market of farm products produced by others; for separately metered domestic or farm operations; for individual motors in excess of 10 HP (in exceptional cases, motors as large as 15 HP may be served upon approval by the Engineering Department); for commercial or industrial purposes; for other uses not specifically provided for by the provisions herein; or for resale service, except as provided for in Chapter 22 of the Commission Rules regarding the provision of electric service by landlords.

Nonfossil energy sources caused by acts of nature such as wind or solar are permitted as supplement to Customer's energy requirement provided Company is granted the right to install, operate, and monitor special equipment at Company's expense to measure Customer's load or any part thereof and to obtain any other data necessary to determine the operating characteristics and effects of the installation. In situations where special equipment is needed to assure safety, reliability, or metering accuracy, the installation of such equipment shall be at the Customer's expense.

APPLICABILITY

This Schedule is applicable to all electric service of the same available type supplied to Customer's premises at one point of delivery through one kilowatt-hour meter.

TYPE OF SERVICE

The types of service to which this Schedule is applicable are alternating current, 60 hertz, either single-phase 2 or 3 wires, or three-phase 4 wires, at Company's standard voltages of 240 volts or less.

MONTHLY RATE

I. For Single-Phase Service:

Service used during May - September

- A. Basic Customer Charge:
\$14.00 per month
- B. Kilowatt-Hour Charge:
11.661¢ per kWh for all kWh

Service used during October - April

- Basic Customer Charge:
\$14.00 per month
- Kilowatt-Hour Charge:
11.661¢ per kWh for the first 800 kWh
10.661¢ per kWh for the additional kWh

II. For Three-Phase Service:

The bill computed for single-phase service plus \$9.00.

III. Riders

The following Riders are applicable to service supplied under this schedule. The currently approved cents/kWh rider increment or decrement must be added to the cents/kWh rates shown above to determine the monthly bill.

Leaf No. 601	Rider BA
Leaf No. 602	Rider JAA
Leaf No. 604	Rider EDIT-4
Leaf No. 605	Rider CPRE
Leaf No. 608	Rider RDM
Leaf No. 609	Rider ESM
Leaf No. 610	Rider PIM
Leaf No. 611	Rider CAR
Leaf No. 612	Rider RAL-2

IV. Renewable Energy Portfolio Standard (REPS) Adjustment:

The monthly bill shall include a REPS Adjustment based upon the revenue classification. Upon written request, only one REPS Adjustment shall apply to premises serving the same customer for all accounts of the same revenue classification. If a customer has accounts which serve in an auxiliary role to a main account on the same premises, no REPS charge should apply to the auxiliary accounts regardless of their revenue classification (see Leaf No. 601 Annual Billing Adjustments Rider BA).

V. Storm Securitization Charge:

A Storm Securitization charge will be added to the monthly bill based on the currently approved cents/kWh incremental rate as shown in the Storm Securitization Rider (Leaf No. 607 Rider STS).

SALES TAX

To the above charges will be added any applicable North Carolina Sales Tax.

PAYMENTS

Bills are due when rendered and are payable within 25 days from the date of the bill. If any bill is not so paid, Company has the right to suspend service in accordance with its Service Regulations. In addition, any bill not paid on or before the expiration of twenty-five (25) days from the date of the bill is subject to an additional charge of 1% per month as provided in Rule R12-9 of the Rules and Regulations of the North Carolina Utilities Commission.

CONTRACT PERIOD

The Contract Period shall not be less than one year.

GENERAL

Service rendered under this Schedule is subject to the provisions of the Service Regulations of the Company on file with the state regulatory commission.

ER-168, Sub 0

Exhibit 29 to the Application of L&C PropCo LLC is provided to the Commission under seal as confidential as part of the Application for Certificate of Authority to Resell Electric Service.

EXHIBIT 30

Logan Building Units	Unit Type:
101	2 bed, 2 bath
102	2 bed, 2 bath
103	4 bed, 4 bath
104	3 bed, 3 bath
105	1 bed, 1 bath
106	1 bed, 1 bath
107	1 bed, 1 bath
108	1 bed, 1 bath
109	4 bed, 4 bath
110	4 bed, 4 bath
111	2 bed, 2 bath
112	4 bed, 4 bath
113	2 bed, 2 bath
114	4 bed, 4 bath
115	2 bed, 2 bath
116	2 bed, 2 bath
117	4 bed, 4 bath
118	2 bed, 2 bath
119	2 bed, 2 bath
120	2 bed, 2 bath
121	2 bed, 2 bath
122	2 bed, 2 bath
123	3 bed, 3 bath
124	2 bed, 2 bath
125	3 bed, 3 bath
126	3 bed, 3 bath
201	2 bed, 2 bath
202	2 bed, 2 bath
203	4 bed, 4 bath
204	3 bed, 3 bath
205	1 bed, 1 bath
206	1 bed, 1 bath
207	1 bed, 1 bath
208	1 bed, 1 bath
209	4 bed, 4 bath
210	4 bed, 4 bath
211	2 bed, 2 bath
212	4 bed, 4 bath
213	2 bed, 2 bath
214	4 bed, 4 bath
215	2 bed, 2 bath
216	2 bed, 2 bath
217	4 bed, 4 bath
218	2 bed, 2 bath
219	2 bed, 2 bath

Bedrooms are as follows:

1 bed, 1 bath	A
2 bed, 2 bath	A, B
3 bed, 3 bath	A, B, C
4 bed, 4 bath	A, B, C, D

Building Address

102 Logan Ct, Raleigh NC, 27607


Logan Building Units	Unit Type:
220	2 bed, 2 bath
221	2 bed, 2 bath
222	2 bed, 2 bath
223	3 bed, 3 bath
224	2 bed, 2 bath
225	3 bed, 3 bath
226	3 bed, 3 bath
301	2 bed, 2 bath
302	2 bed, 2 bath
303	4 bed, 4 bath
304	3 bed, 3 bath
305	1 bed, 1 bath
306	1 bed, 1 bath
307	1 bed, 1 bath
308	1 bed, 1 bath
309	4 bed, 4 bath
310	4 bed, 4 bath
311	2 bed, 2 bath
312	4 bed, 4 bath
313	2 bed, 2 bath
314	4 bed, 4 bath
315	2 bed, 2 bath
316	2 bed, 2 bath
317	4 bed, 4 bath
318	2 bed, 2 bath
319	2 bed, 2 bath
320	2 bed, 2 bath
321	2 bed, 2 bath
322	2 bed, 2 bath
323	3 bed, 3 bath
324	2 bed, 2 bath
325	3 bed, 3 bath
326	3 bed, 3 bath

Chamberlain Building Units	Unit Type
101	4 bed, 4 bath
102	4 bed, 4 bath
103	2 bed, 2 bath
104	2 bed, 2 bath
105	4 bed, 4 bath
106	1 bed, 1 bath
107	3 bed, 3 bath
108	1 bed, 1 bath
109	3 bed, 3 bath
110	2 bed, 2 bath
111	4 bed, 4 bath
112	1 bed, 1 bath
113	1 bed, 1 bath
114	2 bed, 2 bath
201	4 bed, 4 bath
202	4 bed, 4 bath
203	2 bed, 2 bath
204	2 bed, 2 bath
205	4 bed, 4 bath
206	1 bed, 1 bath
207	3 bed, 3 bath
208	1 bed, 1 bath
209	3 bed, 3 bath
210	2 bed, 2 bath
211	4 bed, 4 bath
212	1 bed, 1 bath
213	1 bed, 1 bath
214	2 bed, 2 bath
301	4 bed, 4 bath
302	4 bed, 4 bath
303	2 bed, 2 bath
304	2 bed, 2 bath
305	4 bed, 4 bath
306	1 bed, 1 bath
307	3 bed, 3 bath
308	1 bed, 1 bath
309	3 bed, 3 bath
310	2 bed, 2 bath
311	4 bed, 4 bath
312	1 bed, 1 bath
313	1 bed, 1 bath
314	2 bed, 2 bath

Bedrooms are as follows:

1 bed, 1 bath	A
2 bed, 2 bath	A, B
3 bed, 3 bath	A, B, C
4 bed, 4 bath	A, B, C, D

Building Address
113 Chamberlain St, Raleigh NC, 27607



[For Residents](#) [For Properties](#) [Isabella Ochsner](#) [Sign Out](#)

[Dashboard](#) [My Bill](#) [Bill History](#) [Utilities](#) [Payment Methods](#) [Renew Service](#) [Visit Our Help Center](#)

Your bill, simplified.

Isabella Ochsner
Yugo Raleigh Logan
L&C PropCo, LLC
102 LOGAN CT APT 101
RALEIGH, NC 27607

Isabella's bill


Issued Jan 12, 2024

\$14²⁹

Past Due After Feb 6, 2024

Pay Bill

Invoice # 12481880 | [Bill History](#)

Utility Charges		\$10.54 ^
	Electricity	\$10.54 ^

Duke Energy - Electric
102 LOGAN CT APT 101, RALEIGH, NC 27607
Nov 30, 2023 – Dec 28, 2023
(29 days)

Bill Amount:	\$142.16
Resident Portion:	\$42.16
Your Allowance:	\$100.00
Your Percentage:	25%

Your Portion	\$10.54
Your Total	\$10.54



Services & Taxes	\$3.75 v
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Total \$14.29

Property Details:
Property Name: L&C PropCo, LLC
Property Address: 102 LOGAN CT
Phone Number: (919) 827-8600

How to reach us:
By calling: (254) 230-0199 or (866) 835-5872
By emailing: info@simplebills.com
If using AutoPay:
Your bill will be auto paid 5 days after your bill is issued.
If paying by check, mail checks to:

SimpleBills
100 Ritchie Road
Garden Level
Waco, TX 76712

254-230-0199

Explanation of Charges:

Electricity: Your apartment home is individually metered by the utility supplier, listed above. The electric bill represents the billed amount provided to us by the utility supplier. The allocation of charges is based on the number of tenant-days of occupancy for each tenant.

Water: Your apartment home may be sub-metered by your apartment community. The water bill represents the billed amount calculated by multiplying your water usage times the approved rate. The allocation of charges is based on the number of tenant-days of occupancy for each tenant.

Electricity and Water Allowance: Conservation Allowance outlined in your lease agreement, if applicable.

Monthly Fee: Monthly SimpleBills service fee that will be assessed in addition to utility charges.

Note:

Please contact the provider's office with any questions regarding bills or complaints about service. In cases of dispute, contact the North Carolina Utilities commission either by calling the Public Staff - North Carolina Utilities Commission, Consumer Services Division, at (866) 380-9816 (in-state calls only) or (919) 733-9277 or by appearing in person or writing the Public Staff - North Carolina Utilities Commission, Consumer Services Division, 4326 Mail Service Center, Raleigh, North Carolina 27699-4300.

The dates listed below your provider and supplier are the start and end dates of service.

Please note that the service end date is the same as the Meter Read Date.

AN INTEREST RATE OF 1% PER MONTH OF THE BALANCE IN ARREARS MAY BE CHARGED IF THE BILL IS NOT PAID ON OR BEFORE THE PAST DUE DATE.



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This NOTICE TO PAY billing statement will be used to bill tenants for resold electric service charges that are billed directly by the Applicant, and not through the Applicant's billing agent SimpleBills.

NOTICE TO PAY

Statement Date: ____

From: NAME, TITLE / Agent for Owner
PROPERTY NAME
COMPANY NAME
ADDRESS
CITY, NC ZIP
TELEPHONE

To: _____

Apt : _____

Dear _____

The amount due of \$_____ for electric service is described on the attached electric service invoice, and will be past due if not paid 25 days from the date of the Statement Date.

As of this date, our records indicate that there is an unpaid past due balance on your electric service account for the current month. The total amount past due is \$_____ for your electric service charge(s). Please see the attached statement(s) for the month(s) that you are past due.

Since you are over 25 days in making your required payment, you are subject to a late fee of 1% per month in the amount of \$_____, in addition to the past due amount shown above.

You are assessed a returned check fee of \$25. [This sentence will be used only if the tenant has in fact issued a check with insufficient funds.]

Your total amount due is \$_____. Please remit this payment by check, money order, one-time bank bill payment or bank draft and made payable to Yugo Raleigh Logan & Chamberlain within 25 days from the Statement Date shown above. The payment should be hand delivered or mailed to 102 Logan Court, Raleigh, NC 27607. You may also pay by credit card; contact us at the telephone number above to inquire about this payment method.

If you have any questions regarding this balance due, please call or come by the management office. In cases of dispute, contact the North Carolina Utilities Commission either by calling the Public Staff-North Carolina Utilities Commission, Consumer Services Division, at (919) 733-9277 or (866) 380-9816 or by appearing in person or writing the Public Staff- North Carolina Utilities Commission, Consumer Services Division, 4326 Mail Service Center, Raleigh, North Carolina 27699-4300.

Sincerely,

NAME, TITLE / Agent for Owner



This is a binding document. Read carefully before signing.

General Lease Provisions

1. PARTIES. This Lease Contract (sometimes referred to as the *you*, the resident:

and us, the owner: L & C PropCo LLC

(name of apartment community or title holder).

2. APARTMENT.

You are renting:

☒ Apartment No. 306,

☒ Bedroom No. A, or

☐ Floor Plan _____

at 102 Logan Street Unit # 306

(street address), in Raleigh

(city), North Carolina, 27607 (zip code), for use as a private residence only.

When this Lease is signed, all fees are paid and any guarantor paperwork is received, we will set aside a bedroom from our inventory for you. We will notify you of your bedroom assignment prior to move-in if not noted above. **You acknowledge and agree that your unit and specific bedroom will be assigned at move-in. As such, you accept this condition and you waive any objection or defense as to the enforceability of the Lease.**

2.1. Use and Occupancy. Your access may include exclusive areas, shared common space in the apartment, and common areas in the property.

We may assign another person to share a bedroom with you. If the apartment has a separate bathroom for each bedroom, you and any other person assigned to your bedroom will have exclusive use of that bathroom. We do not make any representations about the identity, background or suitability of any other resident, and we are under no obligation to perform any resident screening of any kind, including credit, prior resident history or criminal background. Any disputes that arise are your responsibility to resolve directly in a reasonable manner that complies with this Lease. Disputes are not grounds to terminate this Lease. You have a non-exclusive right to use other areas in the apartment, including the kitchen, living area, patios/balconies and other shared spaces. Both you and other residents have equal rights to use the space and amenities in the apartment’s common area. It is a violation of this Lease to use any spaces not assigned to you, and we have the right to assign a roommate to any vacancy at any time with or without notice.

2.2. Access Devices. In accordance with our policies, you’ll receive access devices for your apartment and mailbox, and other access devices including:

Key Fob (1), Unit Key (1), Bedroom

Key (1), and Mailbox Key (1).

3. TERM. The term of the Lease Contract begins on the 28th day of July, 2023 (year), and ends at noon the 31st day of July, 2024 (year). **This Lease does not automatically renew.**

3.1. Holdover. You or any occupant, invitee, or guest must not hold over beyond the lease end date above (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then: (A) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand; (B) rent for the holdover period will be increased by 25% over the then-existing rent, without notice; (C) 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** (D) at our option, we may extend the lease term—for up to one (1) month from the date of notice of lease extension—by delivering written notice to you or your apartment while you continue to hold over.

4. RENT AND CHARGES. Your rent for the term is \$ 20748.00. Under this Lease and in accordance with our policies, your total amount due is payable in advance and without demand in 12 installments of \$ 1729.00 each. This amount may include or exclude other fees and charges as outlined in your lease package.

The first installment is due on or before the first (1st) of the month in which this Lease begins. All other payments must be made by the first (1st) of the month in which they are due, with no grace period. This amount is owed by you and is not the total rent owed by all residents.

If you don't pay the first installment by the date above, we may end your right of occupancy and recover damages, future rent, reletting charges, attorney’s fees, court costs, and other lawful charges. Our rights, remedies and duties under Paragraph 24 (Default by Resident) apply under this paragraph. **You must pay your installments on or before the first (1st) day of the month in which they are due. There is no grace period, and you agree that not paying by the first (1st) of the month is a material breach of this Lease. Cash is not acceptable without our prior written permission. You cannot withhold or offset rent unless authorized by law. Your obligation to pay rent does not change if there is a reduction of amenity access or other services performed by us.** If you don't pay rent on time, you’ll be in default and subject to all remedies under state law and this Lease.

4.1. Payments. You will pay your rent:

☒ at the onsite manager’s office

☒ through our online payment site

☐ at _____

We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier’s check, money order, or one (1) monthly check rather than multiple checks. At our discretion, we may convert any and all checks via the Automated Clearing House (ACH) system for the purposes of collecting payment. Rent is not considered accepted, if the payment/ACH is rejected, does not clear, or is stopped for any reason. Rent and late charges are due without demand, and all other sums are due upon our demand.

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

4.3. Utilities and Services. We’ll pay for the following if checked:

☐ gas

☐ wastewater

☒ trash/recycling

☒ water

☐ electricity

☐ stormwater/drainage

☒ Internet

☐ cable/satellite

☐ government fees

☐ other _____

Your per-person share of any submetered or allocated utilities or services for the apartment will be included as an itemized charge on a billing statement to you. For utilities that are billed to us by the utility provider, and which we provide and bill to you, each Resident is responsible only for that Resident’s proportionate share along with an administrative fee, as permitted by law and approved by

the N.C. Utilities Commission. “Per person” is determined by the number of residents authorized to be living in the apartment at the time of the utility billing to you by us or our agent. Pursuant to the N.C. Gen. Stat. § 62-110(h), your per-person share of electric utilities for the apartment shall be split equally among all co-residents in the apartment and will be included as an itemized charge on a monthly billing to you, together with an additional monthly administrative fee authorized by the N.C. Utilities Commission. You'll pay for all other utilities and services, related deposits, and any charges or fees on such utilities and services during your Lease term. You are responsible for having all utilities for which You are paying the provider directly, set up in Your name prior to taking possession of the Premises.

- 4.4. Late Charges.** If you don't pay all rent on or before the 5th day of the month (late charge cannot be charged before the sixth (6th) day of the month), you'll pay a late charge of 5% of the rental payment or \$15.00, whichever is greater—or, where your rent is subsidized in any way, the late fee shall not exceed \$15.00 or an amount equal to 5% of your share of the rental payment. The late fee shall be considered additional rent and you will owe such late fee without us having to demand it from you. You'll also pay a charge of \$ 35.00 or the maximum amount allowed by law as of the date the check is tendered to us (whichever is greater) for each returned check or rejected electronic payment.
- 4.5. Lease Changes.** No rent increases or Lease changes are allowed during the Lease term, except for those allowed by special provisions, by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under the provisions herein.

5. SECURITY DEPOSIT. Your security deposit is \$ _____, 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. You may be required to pay a security deposit for all of your obligations under this Lease Contract. In the event you are required to pay a security deposit, it shall serve as partial security for all Residents' obligations under this Lease Contract. The security deposit will not be our limit of damages if you violate the lease contract. Any animal deposit will be stated in an animal addendum.

In holding your security deposit, we will *[check one]*:

☒ Deposit the security deposit in a trust account with (name of bank or savings institution) Bank of America

located at (address) 4317 Glenwood Avenue,
Raleigh, NC 27612

or

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

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 this paragraph and Paragraph 27 (Surrender and Abandonment) of this Lease Contract.

5.1. Refunds and Security Deposit Deductions. *In accordance with our policies and as allowed by law, we may deduct from your security deposit the amount of damages beyond normal wear and tear.* You are required to provide us written notice of your forwarding address, on or before termination of this Lease Contract. If we can determine the full extent of our deductions from your security deposit, we'll mail you, to the forwarding address you provide, your security deposit refund (less lawful deductions) and an itemized accounting of any deductions no later than thirty (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 thirty (30) day period, we'll mail you an interim itemized

accounting of our deductions from the deposit within thirty (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 sixty (60) days after termination of your tenancy under this Lease Contract and delivery of possession by you. If you fail to provide us with your forwarding address in writing, as required above, we will process the unclaimed security deposit in accordance with state law. We may deduct sums from your security deposit for charges related to the following: your possible non-payment of rent, costs of water and sewer services provided, damage to the premises, damage or destruction of smoke detectors or carbon monoxide detectors, nonfulfillment of the rental period, any unpaid bills that become a lien against the demised property due to your occupancy, costs of re-renting the premises after breach by you, including but not limited to any reasonable fees or commissions paid by the landlord to a licensed real estate broker to re-rent the premises, costs of removal and storage of your property after a summary ejectment proceeding, court costs, or any fee authorized by N.C. GEN. STAT. § 42-46. ***We may also deduct from your security deposit our reasonable costs incurred in rekeying security devices required by law if you vacate the apartment in breach of this Lease.***

6. GUESTS. “Guests” include anyone entering the apartment for any reason related to your occupancy. You are responsible for the conduct of your guests, invitees, family members, and any other person whom you allow to enter the property or apartment, as if such conduct were your own. Unless otherwise stated in this Lease or in our policies, no more than _____ people may be present in the apartment at one time. Other than residents and authorized occupants, no one else may occupy the apartment. In the event we receive any complaints of unreasonable disturbances in the Apartment, you agree that we may limit the number of guests that may enter the Apartment at any one time.

6.1. Exclusion of Persons. 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.

7. CARE OF COMMON AREAS. You must promptly reimburse us for lost rent, loss, damage, government fines, or cost of repairs or service in the apartment community resulting, directly or indirectly, from You, your occupants, guests or visitors. The parties expressly agree that NCGS 42-10 shall not apply to your tenancy and, as such, resident shall be strictly liable for any damage incurred by us, including but not limited to lost rent, even where the premises is not habitable.

Unless the damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs, replacement costs, and damage to the following that result from your or your invitees, guests, or occupants' negligence or intentional acts: (A) damage to doors, windows, or screens; (B) damage from windows or doors left open; ***and*** (C) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment.

Each resident is jointly and severally liable for all Lease Obligations relating to any shared areas and utilities (if applicable, and as permitted by law). All residents will be jointly responsible for damage to the Apartment that we do not determine (in our sole discretion) was caused by a specific Resident, and other amounts due under the Lease. In addition to other obligations outlined in this Lease, you are liable for your per-person share of animal violation charges, missing batteries from smoke or other detectors, government fines, or damages to the apartment if we cannot, in our reasonable judgment, ascertain the identity of the person who caused the damages or the charge or fee to be incurred. “Per person” is determined by the number of persons, including you and other residents, authorized to live in the apartment at the time of the damage, charge, fine or violation. Whether or not you pay for the damage, we may still declare a default of the Lease Contract and terminate your right to possession of the premises pursuant to Paragraph 24 (Default by Resident) herein.

8. **INSURANCE.** *We do not maintain insurance to cover your personal property or personal injury.*

8.1. **Renter's Insurance Requirement**

You are:

- ☐ required to buy and maintain renter's insurance, and you shall provide us with proof of such insurance to our satisfaction; **or**
- ☒ not required to buy renter's insurance.

8.2. **Personal Liability Insurance Requirement**

You are:

- ☒ required to purchase and maintain personal liability insurance, and you shall provide us with proof of such insurance to our satisfaction; **or**
- ☐ not required to buy liability insurance.

You understand and agree that should you allow your liability coverage to lapse, expire or otherwise be terminated, we may, at our sole option (in lieu of declaring an incurable breach), elect to purchase a liability policy on your behalf and assess the premium to you as additional rent which is due and payable with the monthly rent.

If neither option is checked, insurance is not required but is still strongly recommended. Even if not required, we urge you to get your own insurance for losses due to theft, fire, water, pipe leaks, and similar occurrences. Renter's insurance doesn't cover losses due to a flood. We urge all residents to obtain flood insurance—particularly those residents in coastal areas, areas near rivers, and areas prone to flooding. A flood insurance resource which may be available includes the National Flood Insurance Program managed by the Federal Emergency Management Agency (FEMA).

9. **SECURITY AND SAFETY DEVICES.**

9.1. **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 install additional detectors not so required. Upon request, we'll provide, as required by law, a smoke alarm or carbon monoxide detector capable of alerting a person with a hearing-impairment disability.

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.

9.2. **Duty to Report.** 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.

10. **DELAY OF OCCUPANCY.** We are not responsible for any delay of your occupancy caused by construction, repairs, cleaning, or a previous resident's holding over.

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.

After termination, you are entitled only to a refund of the deposit(s) you paid and any rent you paid. You hereby acknowledge and agree that we shall not be responsible for any other damages that may result from our failure to deliver possession of the premises, including but not limited to, moving expenses, lodging, storage, or any other cost, expense or damage whatsoever. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment.

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

- (a) If we give written notice to you when or after the Lease begins—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 three (3) days of your receiving the notice, but not later.
- (b) If we give you written notice before the date of the Lease begins and the notice states that a 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 seven (7) days after you receive written notice, but not later.

The readiness date is considered the new initial term as set forth in Paragraph 3 (Term) for all purposes. This new date may not be moved to an earlier date unless we and you agree in writing.

Resident Life

11. **COMMUNITY POLICIES OR RULES.** You and all guests and occupants must comply with any written apartment rules, any restrictive covenants that might be in place and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if they are distributed and applicable to all apartments in the apartment community and do not change dollar amounts on page 1 of this Lease Contract.

11.1. **Photo/Video Release.** When signing this Lease, you grant us permission to use any photograph or video taken of you while you are using property common areas or participating in any event sponsored by us.

11.2. **Limitations on Conduct.** Your apartment and other areas reserved for your private use must be kept clean and free of trash, garbage, and other debris. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. You agree to keep all passageways and common areas free of obstructions such as trash, storage items, and all forms of personal property. No person shall ride or allow bikes, skateboards, or other similar objects in the passageways. You will use balconies with care and will not overload them. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care and in accordance with apartment rules and posted signs. Glass containers are prohibited in all common areas. Within the apartment

community you, your occupant(s) and your guest(s) must not use candles or use kerosene lamps or kerosene heaters without our prior written approval; cook on balconies or outside. You, your occupant(s), and your guest(s) must not 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:

- (a) the use of patios, balconies, and porches;
- (b) the conduct of furniture movers and delivery persons; **and**
- (c) recreational activities in common areas. You'll be liable to us for damage caused by you or any guests or occupants.

11.3. **Notice of Convictions and Registration.** You agree to notify us if you or any occupants are convicted of (A) any felony, **or** (B) any 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.

11.4. **Attendance and Enrollment.** We may, at our option, require information about your attendance and enrollment. If required by us, you must notify us prior to any

extended absence from your apartment that is for more than fourteen (14) days and not during a regular school break. If you are suspended or expelled by an educational institution, we have the right, but not the obligation, to terminate your Lease. Within ten (10) days of your suspension or expulsion, you must give us written notice if our policies require this information. At our request, the educational institution may give us information about your enrollment status.

11.5. Common Areas. As used in this Lease, the terms “Common Area” or “Common Areas” shall refer to all land and fixtures and spaces (other than Our business and management offices) outside the premises that are owned and maintained by us and comprise the single piece of real property that form the single community in which the premises is located. You understand and agree that the use of the Common Areas (including any amenity, swimming pool, exercise room, basketball court, parking areas, laundry facilities, hallways, breezeways, roadways, and so forth) is subject to any Rules and Regulations set by us and that such Rules and Regulations may be changed at any time without notice. You understand and agree that your payment of rent to us only entitles you to the rental and use of the premises and your ingress and egress to and from the premises while you remain in legal possession of the premises; you also understand and agree that your use of any Common Area facility is not included as part of the rent but instead is a privilege granted to you by us. We may revoke your privilege to use any facility upon your default of this Lease, or if we deem, in our sole discretion, that you or an occupant or guest has misused the facility in any way or has disturbed the rights or comfort of other people. In the event we revoke your privilege to use a facility, you agree that we have the right to trespass you and your occupant(s) criminally from the facility. You also further agree that (A) We may close or eliminate any facility at any time; (B) that we may bar you or any occupant or guest from entering or using any facility based on your, or their, misuse of same or based upon your default of this Lease, including but not limited to your failure to pay rent or any other debt when due under this Lease; (C) You would not be entitled to any rent reduction or abatement or rescission or damages of any kind whatsoever relating in any way to your inability to access or use any facility.

You also agree that we may remove, or we may request that any law enforcement officer remove or otherwise trespass, any person from the Common Areas where such person cannot or will not establish that they are a resident, occupant or guest.

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

12. PROHIBITED CONDUCT. You, your occupant(s) or guest(s), or the guest(s) of any occupant(s), may not engage in the following activities:

- (a) criminal conduct of any kind; including, but not limited to: manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others;
- (b) behaving in a loud or obnoxious manner;
- (c) disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community;
- (d) disrupting our business operations;
- (e) storing anything in closets having gas appliances;
- (f) tampering with utilities or telecommunications;
- (g) bringing hazardous materials into the apartment community;
- (h) using windows for entry or exit;
- (i) heating the apartment with a gas-operated cooking stove or oven; **or**
- (j) allowing or inviting any previously trespassed and/or banned guest or visitor into the community.

13. PARKING. We may regulate the manner and place of parking of all cars, trucks, motorcycles, bicycles, scooters, boats, trailers, and recreational vehicles by anyone. Motorcycles, motorized bikes, or scooters, may not be parked inside an apartment or on sidewalks, under stairwells, or in handicapped parking areas. 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:

- (a) has a flat tire or other condition rendering it inoperable;
- (b) is on jacks, blocks or has wheel(s) missing;
- (c) has no current license plate or no current registration and/or inspection sticker;
- (d) takes up more than one parking space;
- (e) belongs to a resident or occupant who has surrendered or abandoned the apartment;
- (f) is parked in a marked handicap space without the legally required handicap insignia;
- (g) is parked in space marked for manager, staff, or guest at the office;
- (h) blocks another vehicle from exiting;
- (i) is parked in a fire lane or designated “no parking” area;
- (j) is parked in a space marked for other resident(s) or apartment(s);
- (k) is parked on the grass, sidewalk, or patio;
- (l) blocks garbage trucks from access to a dumpster; **or**
- (m) belongs to a resident and is parked in a visitor or retail parking space.

14. RELEASE OF RESIDENT. Unless allowed by this Lease Contract, federal or state law, you won't be released from this Lease Contract for any reason.

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

16. RESIDENT SAFETY AND LOSS. *We are not liable to you, other residents in your apartment or your guests for any damage, injury or loss to person or property caused by persons, including but not limited to theft, burglary, assault, vandalism or other crimes.* You shall immediately notify us of any damage to the premises by fire, flooding, or other casualty not caused by us, including any type of catastrophic damage which renders the premises or a substantial portion of the premises, uninhabitable. We're not liable to you, other residents, guests, or occupants 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 or other occurrences unless such damage injury or loss unless otherwise required by law. Furthermore, where such damage is not caused by us, we shall have no obligation to provide alternative housing for you or to pay relocation expenses associated with vacating the premises. During freezing weather, you must ensure that the temperature in the apartment is sufficient to make sure that the pipes do not freeze (the appropriate temperature will depend upon weather conditions and the size and layout of your apartment). If the pipes freeze or any other damage is caused by your failure to properly maintain the heat in your apartment, you'll be liable for damage to our and other's property. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us and hold us harmless from all liability for those services.

You acknowledge that we are not equipped or trained to provide personal security services to you, other residents or your guests. You recognize that we are not required to provide any private security services and that no security devices or measures on the property are fail-safe. You further acknowledge that even if an alarm is provided it is a mechanical device that requires proper operation by you regarding coding and maintaining the alarm. Any charges resulting from the use of an intrusion alarm will be charged to you, including but not limited to any false alarms with police/fire/ambulance response or other required city charges.

We do not warrant security of any kind. You agree that you will not rely upon any security measures taken by us for personal security, and that you will call local law enforcement authorities if any security needs arise, along with 911 or any other applicable emergency number if an emergency occurs.

17. CONDITION OF THE PREMISES AND ALTERATIONS.

- 17.1. **As-Is.** You'll be given an Inventory and Condition form on or before move-in. Within seven (7) days of move-in, you must sign and 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.
- 17.2. **Standards and Improvements.** 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. However, we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors and carbon monoxide detectors, furniture, telephone and cable TV wiring, screens, locks, and access control devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. When you move in, we'll supply the initial batteries for any battery-operated smoke detectors and carbon monoxide detectors; after that, you'll be responsible for testing such batteries and replacing the same for the duration of the tenancy and any renewal thereof. Your improvements to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

18. REQUESTS, REPAIRS, AND MALFUNCTIONS.

- 18.1. **Written Requests Required.** IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS—IT MUST BE SUBMITTED THROUGH EITHER THE ONLINE RESIDENT PORTAL, OR SIGNED AND IN WRITING AND DELIVERED TO OUR DESIGNATED REPRESENTATIVE (except for fair-housing accommodation or modification requests or situations involving imminent danger or threats to health or safety such as 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. A request for maintenance or repair for your bedroom may be made by you or another occupant of the bedroom only. A request for maintenance or repair of any joint-use area may be made by you or any resident.
- 18.2. **Notifications and Requirements.** You must promptly notify us in writing of: water leaks or excessive moisture; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. Unless we instruct otherwise, you are required to keep the apartment cooled or heated according to our policies.
- 18.3. **Utilities.** We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are rarely emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs and reconnections.
- 18.4. **Our Right to Terminate for Casualty Loss/Property Closure.** We may, in our sole discretion, elect to repair substantial damage to the premises within a reasonable time under the circumstances, and in such an event, your

obligations under the Lease Contract shall continue. Any obligation to pay rent during such period of repair shall be abated so long as the substantial damage was not caused by you, your occupants, guests or visitors. If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate your tenancy within a reasonable time by giving you written notice. If your tenancy is so terminated, we'll refund prorated rent (dating back to the date of the casualty) and all deposits, less lawful deductions. Should you fail to vacate the Premises (by removing all personal property therefrom) within the timeframe provided for herein, you shall be considered a holdover resident and subject to immediate termination with no further notice.

19. ANIMALS.

- 19.1. **No Animals Without Consent.** *Unless otherwise provided under federal, state, or local law, no animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the apartment or apartment Community unless we've so authorized in writing.* If we allow an animal as a pet, you must execute a separate animal addendum which may require additional deposits, rents, fees or other charges. An animal deposit is considered a general security deposit. The animal addendum includes information governing animals, including assistance or service animals. We will authorize an assistance animal for a disabled person without requiring an animal deposit. When allowed by applicable laws, before we authorize an assistance animal, if the disability is not readily apparent, we may require a written statement from a qualified professional verifying the disability-related need for the assistance animal. If we authorize an assistance animal, we may require you to execute a separate animal and/or assistance animal addendum. Animal deposits, additional rents, fees or other charges will not be required for an assistance animal needed due to disability, including an emotional support or service animal, as authorized under federal, state, or local law. You represent that any requests you made are true, accurate and made in good faith. You must not feed stray or wild animals.
- 19.2. **Removal of Unauthorized Animal.** We may remove an illegal or unauthorized animal by (1) leaving, in a conspicuous place in the apartment, a written notice of our intent to remove the animal within 24 hours; **and** (2) following the procedures of Paragraph 20 (When We May Enter). We won't be liable for loss, harm, sickness, or death of the animal unless due to our negligence. We'll return the animal to you upon request if it has not already been turned over to a humane society or local authority. You must pay for the animal's reasonable care and kenneling charges. We have no lien on the animal for any purpose.
- 19.3. **Violations of Animal Policies and Charges.** 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, including an initial charge of \$ 100.00 per animal (not to exceed \$100 per animal) and a daily charge of \$ 20.00 per animal (not to exceed \$10 per day per animal) from the date the animal was brought into your apartment until it is removed. 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.
20. **WHEN WE MAY ENTER.** If you or any co-resident, guest or occupant is present, then repairers, servicers, contractors, our representatives or other persons listed in (b) below may peacefully enter the bedroom or apartment at reasonable times for the purposes listed in (b) below. If nobody is in the bedroom or 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:

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

21. NOTICES. Notices and requests from you or any other resident or occupant of the apartment constitute notice from all co-residents. Unless this Lease or the law requires otherwise, any notice required to be provided, sent or delivered in writing by us may be given electronically, subject to our rules. Your notice of Lease Contract termination or intent to move out must be signed by you. A notice from us to you to pay sums owed only by you, or regarding sale of property that belongs only to you or that was in your possession and care, will be addressed to you only. You represent that you have provided your current e-mail address to us, and that you will notify us in the event your e-mail address changes.

22. SUBLETTING, TRANSFER, RELOCATION AND REPLACEMENTS. *Prior written consent required. Replacing a resident, subletting, assignment, or granting a right or license to occupy is allowed only when we expressly consent in writing.*

22.1. Transfers. You must get our prior written approval for any transfer. If transfer is approved, you must:

- (a) be in compliance with all terms of this Lease;

- (b) execute a new Lease or other agreement for the space to which you are transferring;
- (c) complete all required forms;
- (d) pay a new security deposit in advance if required; **and**
- (e) pay transfer fee of \$ 400.00 in advance if you are moving from one apartment to another or \$ 400.00 in advance if you are moving from one exclusive space to another in the same apartment.

Under no circumstances will we be responsible for paying your moving costs.

22.2. Relocation. We reserve the right at any time, upon five (5) days prior written notice to you and without your having to pay any transfer fee, to relocate you to another bedroom in the apartment or to another apartment within the apartment community. We will pay for rekeying if we require you to relocate.

22.3. Replacement. If departing or remaining residents find a replacement resident acceptable to us before moving out and we expressly consent, in writing, to the replacement, subletting, assignment, or granting a right or any license to occupy, then:

- (a) a reletting charge *will not* be due;
- (b) 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**
- (c) the departing and remaining residents *will* remain liable for all Lease Contract obligations for the rest of the original Lease Contract term.

If we approve a replacement resident, then, at our option, that resident must sign a new Lease. Deposits will not transfer, unless we agree otherwise in writing. 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.

22.4. Rental Prohibited. You agree that you won't rent or offer to rent your bedroom or all or any part of your apartment to anyone else. You agree that you won't accept anything of value from anyone else for the use of any part of your apartment. You agree not to list any part of your apartment on any lodging rental website or with any service that advertises apartments for rent.

Owner's Rights and Remedies

23. RESPONSIBILITIES. We'll act with customary diligence to:

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

24. DEFAULT BY RESIDENT.

24.1. Acts of Default. You'll be in default if you or any guest or occupant violates any terms of this Lease Contract or Addenda including but not limited to the following violations: (A) you don't pay rent or other amounts that you owe when due; (B) 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; (C) you abandon the bedroom or apartment; (D) you give incorrect or false answers in a rental application; (E) 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; (F) any illegal drugs or paraphernalia are found in your apartment; (G) you or any occupant, in bad faith, makes an invalid complaint to an official or employee

of a utility company or the government; or (H) you allow a co-resident who has been evicted to stay in your bedroom or the apartment.

The resident defaults contained in the Lease will be limited to conduct by you or any of your invitees, guests or occupants, or to conduct in which you and any invitee, guest, occupant or resident participated. The remedies for a default committed solely by a resident in the apartment will be limited to those that affect that resident only.

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

24.3. Eviction. If you default, we may re-enter and re-take possession of the premises 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. If you are evicted, you must leave the apartment and cannot live in another bedroom or anywhere else in the apartment. Pursuant to NCGS 42-73, we may accept a full payment of rent due with full and complete knowledge of any criminal acts that violate this Lease Contract without such acceptance of rent constituting any waiver of your default or our rights to enforce the same.

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

(a) 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.

(b) Court Appearance Fee. In the event that (A) we file, serve, and prosecute successfully a summary ejectment complaint or complaint for money owed against you **and** (B) a judgment is entered against you, you shall owe us—in lieu of the Complaint Filing Fee—a Court Appearance Fee equal to ten percent (10%) of the monthly rent. If the rent is subsidized by a government entity, the Court Appearance Fee will be 10% of your share of the monthly rent.

(c) Second Trial Fee. In the event that (A) you appeal a judgment of a magistrate and (B) we prove that you are in default of the lease at the new trial **and** (C) 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.

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

24.6. Default by Other Residents. If there is a default by another resident, it may not be possible to prevent their occupancy of the apartment during legal proceedings.

25. OTHER IMPORTANT PROVISIONS.

25.1. Representatives' Authority; Waivers; Notice.
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.

Any dimensions and sizes provided to you relating to the apartment are only approximations or estimates; actual dimensions and sizes may vary. 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. We may require a guarantor if you do not qualify on your own. If anyone else has guaranteed performance of this Lease, a separate Lease Guaranty for each guarantor must be executed and submitted per our policies, we may, at our option, terminate this Lease. 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 (and any fax-transmittal verification). Fax or electronic (digital) signatures are binding.

25.2. Entire Agreement. Neither we nor any of our representatives have made any oral promises, representations, or agreements.

- 25.3. Miscellaneous.**
- (a) Exercising one remedy won't constitute an election or waiver of other remedies.
 - (b) Unless prohibited by law or the respective insurance policies, insurance subrogation is waived by all parties.
 - (c) All remedies are cumulative.
 - (d) No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf.
 - (e) This Lease Contract binds subsequent owners.
 - (f) This Lease remains in effect if any provision or clause is invalid or if initials are omitted on any page.
 - (g) All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies.
 - (h) This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option.
 - (i) All Lease Contract obligations must be performed in the county where the apartment is located.
 - (j) All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.
 - (k) The term "including" in this Lease should be interpreted to mean "including but not limited to."
 - (l) Nothing in this Lease constitutes a waiver of our remedies for a breach under your prior lease that occurred before the lease term in Paragraph 3 (Term) begins.

25.4. Rooming House. In no event shall the apartment be deemed a rooming or lodging house and, in the event any state or local agency makes any determination to the contrary, we reserve the right to terminate the Lease upon seven (7) days' notice.

25.5. 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 our control, then we shall be excused from any further performance of obligations and undertakings hereunder, to the fullest extent allowed under applicable law. Your exposure to or contracting of a virus does not excuse you from fulfilling your Lease obligations.

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.

26. MOVE-OUT PROCEDURES. The move-out date can't be changed unless we and you both agree in writing. You won't move out before the lease term or renewal period ends unless all rent for the entire lease term or renewal period is paid in full. Early move-out may result in reletting charges. You're prohibited by law from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must vacate or surrender the bedroom or apartment before the thirty (30)-day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.

- 26.1. 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 if the cleaning was excessive or the damages were beyond normal wear and tear.
- 26.2. 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.

27. SURRENDER AND ABANDONMENT. You have **surrendered** the bedroom and the apartment when: (A) the move-out date has passed and no one is living in the bedroom in our reasonable judgment; **or** (B) all bedroom and apartment keys and access devices listed herein have been turned in where rent is paid—whichever date occurs first.

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

- 27.1. The Ending of Your Rights.** 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 bedroom or apartment, and determine any security deposit deductions. Surrender, abandonment, and judicial eviction affect your rights to property left in the apartment but do not affect our mitigation obligations.
- 27.2. Eviction or Summary Ejectment and Property Left in the Apartment.** In the event you violate any terms or conditions of this Lease Contract or Addenda or fail to perform any promise, duty or obligation you have agreed to or imposed upon you by law, then we, in addition to all other rights and remedies provided by law, may, at our option and with or without notice to you, either (1) terminate this Lease Contract or (2) terminate your right to possession of the premises without terminating this Lease Contract.

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

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

If the sheriff does not store your personal property removed from the apartment, we may take possession of it and move it for storage purposes. In the event of an execution of a Writ of Possession against you, you agree that this sentence hereby constitutes our offer to release your personal property to you during our regular business hours for the seven (7) calendar-day period following the execution of a Writ of Possession. Seven (7) 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 (7) 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 (7) 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 (7) days, all costs of summary ejectment, execution and storage proceedings shall be charged to you as court costs and shall constitute a lien against the stored property. In the event we terminate your right of possession without terminating this Lease Contract, you shall remain liable for the full performance of all the covenants, and we shall use reasonable efforts to re-rent the premises on your behalf and you shall remain liable for any resulting costs, deficiencies or damages. Any such rentals reserved from re-renting shall be applied first to the cost of re-renting the premises and then to the rentals due under this Lease Contract. Re-entry shall not bar the right of recovery of rent or damages for breach of covenants, nor shall the partial receipt of rent after conditions broken be deemed a waiver of forfeiture, as provided by N.C.G.S. In order to entitle us to re-enter and/or terminate this Lease Contract for default, it shall not be deemed necessary to give notice of rent being due and unpaid or of other conditions broken or to make demands for rent, the execution of this Lease signed by you and us being sufficient notice of all terms of this Lease Contract including of the rent being due and demand for the same. We shall have all rights granted pursuant to N.C.G.S. §42-25.9 and §42-25.6.

- 27.3. 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 (30)-day period, and to release it to you without charge during this thirty (30)-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.

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

29. ASSOCIATION MEMBERSHIP. We represent that either: (A) we or; (B) 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.

30. CANCELLATION. If written cancellation is received within seventy-two (72) hours of the date you sign this Lease, the Lease will be voided with no penalties to you, unless we have received the first installment or you have been issued keys.

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

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

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

See Additional Special Provisions

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

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

Before submitting a rental application or signing this Lease, you should review the documents and consult an attorney. You are legally bound by this Lease when you sign it. A facsimile or an electronic signature on this Lease is as binding as an original signature.

The leasing process will be completed after we review, approve and return a countersigned Lease to you. You understand a contract has been formed even if the specific apartment or bedroom is to be assigned at a later date.

Additional provisions or changes may be made to the Lease if agreed to in writing by the parties. You are NOT relying on any oral representations.

You are entitled to receive a copy of this Lease after it is fully signed.

Keep it in a safe place.

Resident (sign below)

Date Signed _____

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

Broker's license (if applicable):
68583

Date Signed _____

Address and phone number of Owner's Representative for notice purposes

Name and address of locator service (if applicable)

After-hours phone number _____
(Always call 911 for police, fire, or medical emergencies.)

SPECIAL PROVISIONS (CONTINUED). Lease Transfer Fee: \$300. A Utility Addendum is attached. The terms of the attached SimpleBills Lease Provision Pertaining to Utility Billing Service (also referred to as the "SimpleBills Addendum") attached hereto and incorporated by reference, apply, and where any term or condition of this lease and the SimpleBills Addendum conflict, the SimpleBills Addendum controls. The provisions of Paragraph 4.2, Payments, does not include or apply to charges for resold electric service, including associated late payment and returned check charges. The SimpleBills Terms of Service - North Carolina are attached and incorporated herein by reference. Notwithstanding any other provision of this Lease Agreement, any fee imposed for late payment of electric charges shall be in accordance with North Carolina Utilities Commission Rules R12-9(d) and Rule 22-5(d). Section 24, Default by Resident, is not applicable to payments for resold electric service, including associated late payment and returned check charges. In no event will Section 24.3 apply to charges for resold electric service.

ADDITIONAL SPECIAL PROVISIONS
Becomes part of Lease Contract



OFFICIAL COPY
Feb 06 2024

DWELLING DESCRIPTION. 102 Logan Street Unit # 306
(street address), 306 (unit no. if applicable) in Raleigh (city),
North Carolina, 27607 (zip code).

LEASE CONTRACT DESCRIPTION. Lease Contract date: October 13, 2023

Owner's Name: L & C PropCo LLC

Residents (list all residents):

Parking is not permitted in parking garage without a signed parking addendum in addition to this lease agreement.

[Empty lines for additional provisions]

Resident(s)
(All residents must sign)
Date of Signing Addendum

Owner or Owner's Representative
Date of Signing Addendum



BED BUG ADDENDUM



Date: October 13, 2023
(when this Addendum is filled out)

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

1. DWELLING UNIT DESCRIPTION.

Unit No. 306, 102 Logan
Street Unit # 306

(street address) in
Raleigh
(city), North Carolina, 27607 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: October 13, 2023
Owner’s name: L & C PropCo LLC

Residents (list all residents):

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

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

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

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

OR

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

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

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

5. ACCESS FOR INSPECTION AND PEST TREATMENT.

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

6. NOTIFICATION. You must promptly notify us:

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

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

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

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

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

OFFICIAL COPY

Feb 06 2024

Resident or Residents
(All residents must sign)

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

Bed bugs don’t discriminate

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

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

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

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

Bed bugs don’t transmit disease

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

Identifying bed bugs

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

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

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

Preventing bed bug encounters when traveling

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

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

Bed bug do’s and don’ts

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



MOLD INFORMATION AND PREVENTION ADDENDUM
Becomes part of Lease Contract



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 DESCRIPTION.

102 Logan Street Unit # 306

(street address), 306 (unit no. if applicable) in Raleigh (city), North Carolina, 27607 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: October 13, 2023
Owner's name: L & C PropCo LLC

Residents (list all residents):

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[illegible]

Resident or Residents
(All residents must sign here)

Owner or Owner's Representative
(Signs here)

Date of Lease Contract
October 13, 2023



LEASE ADDENDUM
FOR REMOTE CONTROL, CARD, OR CODE ACCESS GATE
Becomes part of Lease Contract



1. DWELLING DESCRIPTION.

102 Logan Street Unit # 306

(street address), 306 (unit no. if applicable) in Raleigh (city), North Carolina, 27607 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: October 13, 2023
Owner's name: L & C PropCo LLC

Residents (list all residents):

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

3. REMOTE CONTROL/CARDS/CODE FOR GATE ACCESS.

- ☐ 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.
- ☐ 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.
- ☐ 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 code at any time and will notify you of any such changes.

4. DAMAGED, LOST OR UNRETURNED REMOTE CONTROLS, CARDS OR CODE CHANGES.

- ☐ If a remote control is lost, stolen or damaged, a \$ _____ fee will be charged for a replacement. If a remote control is not returned or is returned damaged when you move out, there will be a \$ _____ deduction from the security deposit.
- ☐ If a card is lost, stolen or damaged, a \$ _____ fee will be charged for a replacement card. If a card is not returned or is returned damaged when you move out, there will be a \$ _____ deduction from the security deposit.
- ☐ We may change the code(s) at any time and notify you accordingly.

5. REPORT DAMAGE OR MALFUNCTIONS. Please immediately report to the office any malfunction or damage to gates, fencing, locks or related equipment.

6. FOLLOW WRITTEN INSTRUCTIONS. 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.

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 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 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.

7. RULES IN USING VEHICLE GATES.

- Always approach entry and exit gates with caution and at a very slow rate of speed.
- Never stop your car where the gate can hit your vehicle as the gate opens or closes.
- Never follow another vehicle into an open gate. Always use your card to gain entry.
- Report to management the vehicle license plate number of any vehicle that piggybacks through the gate.
- Never force the gate open with your car.
- Never get out of your vehicle while the gates are opening or closing.
- 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.
- Do not operate the gate if there are small children nearby who might get caught in it as it opens or closes.
- If you lose your card, please contact the management office immediately.
- Do not give your card or code to anyone else.
- Do not tamper with gate or allow your occupants to tamper or play with gates.

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

In the event that a replacement key is
needed, the replacement fees are as
follows: Key Fob: \$100; Unit Key: \$10;
Bedroom Key: \$10; and Mailbox Key: \$10.

Resident or Residents
(All residents must sign here)

Owner or Owner’s Representative
(signs here)

Date of Lease Contract

October 13, 2023

NO-SMOKING ADDENDUM



OFFICIAL COPY
Feb 06 2024

Date: October 13, 2023
(when this Addendum is filled out)

All use of any tobacco product involving smoking, burning, or combustion of tobacco is prohibited in any portion of the apartment community. You are entitled to receive an original of this No-Smoking Addendum after it is fully signed. Keep it in a safe place.

1. DWELLING UNIT DESCRIPTION.

Unit No. 306, 102 Logan
Street Unit # 306

Raleigh
(city), North Carolina, 27607 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: October 13, 2023
Owner's name: L & C PropCo LLC

Residents (list all residents):

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

3. DEFINITION OF SMOKING. Smoking refers to any use or possession of a cigar, cigarette, e-cigarette, hookah, vaporizer, or pipe containing tobacco or a tobacco product while that tobacco or tobacco product is burning, lighted, vaporized, or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. The term tobacco includes, but is not limited to any form, compound, or synthesis of the plant of the genus Nicotiana or the species N. tabacum which is cultivated for its leaves to be used in cigarettes, cigars, e-cigarettes, hookahs, vaporizers, or pipes. Smoking also refers to use or possession of burning, lighted, vaporized, or ignited non-tobacco products if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons.

4. SMOKING ANYWHERE INSIDE BUILDINGS OF THE APARTMENT COMMUNITY IS STRICTLY PROHIBITED. All forms and use of burning, lighted, vaporized, or ignited tobacco products and smoking of tobacco products inside any dwelling, building, or interior of any portion of the apartment community is strictly prohibited. Any violation of the no-smoking policy is a material and substantial violation of this Addendum and the Lease Contract.

The prohibition on use of any burning, lighted, vaporized, or ignited tobacco products or smoking of any tobacco products extends to all residents, their occupants, guests, invitees and all others who are present on or in any portion of the apartment community. The no-smoking policy and rules extend to, but are not limited to, the management and leasing offices, building interiors and hallways, building common areas, dwellings, club house, exercise or spa facility, tennis courts, all interior areas of the apartment community, commercial shops, businesses, and spaces, work areas, and all other spaces whether in the interior of the apartment community or in the enclosed spaces on the surrounding community grounds.

Smoking of non-tobacco products which are harmful to the health, safety, and welfare of other residents inside any dwelling or building is also prohibited by this Addendum and other provisions of the Lease Contract.

5. SMOKING OUTSIDE BUILDINGS OF THE APARTMENT COMMUNITY. Smoking is permitted only in specially designated areas outside the buildings of the apartment community. Smoking must be at least 20 feet from the buildings in the apartment community, including administrative office buildings. If the previous field is not completed, smoking is only permitted at least 25 feet from the buildings in the apartment community, including administrative office buildings. The smoking-permissible areas are marked by signage.

Smoking on balconies, patios, and limited common areas attached to or outside of your dwelling ☐ is ☒ is not permitted.

The following outside areas of the community may be used for smoking: Compiegne Park

Even though smoking may be permitted in certain limited outside areas, we reserve the right to direct that you and your occupants, family, guests, and invitees cease and desist from smoking in those areas if smoke is entering the dwellings or buildings or if it is interfering with the health, safety, or welfare or disturbing the quiet enjoyment, or business operations of us, other residents, or guests.

6. YOUR RESPONSIBILITY FOR DAMAGES AND CLEANING.

You are responsible for payment of all costs and damages to your dwelling, other residents' dwellings, or any other portion of the apartment community for repair, replacement, or cleaning due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees, regardless of whether such use was a violation of this Addendum. Any costs or damages we incur related to repairs, replacement, and cleaning due to your smoking or due to your violation of the no-smoking provisions of the Lease Contract are in excess of normal wear and tear. Smoke related damage, including but not limited to, the smell of tobacco smoke which permeates sheetrock, carpeting, wood, insulation, or other components of the dwelling or building is in excess of normal wear and tear in our smoke free apartment community.

7. YOUR RESPONSIBILITY FOR LOSS OF RENTAL INCOME AND ECONOMIC DAMAGES REGARDING OTHER RESIDENTS.

You are responsible for payment of all lost rental income or other economic and financial damages or loss to us due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees which results in or causes other residents to vacate their dwellings, results in disruption of other residents' quiet enjoyment, or adversely affects other residents' or occupants' health, safety, or welfare.

8. LEASE CONTRACT TERMINATION FOR VIOLATION OF THIS ADDENDUM.

We have the right to terminate your Lease Contract or right of occupancy of the dwelling for any violation of this No-Smoking Addendum. Violation of the no-smoking provisions is a material and substantial default or violation of the Lease Contract. Despite the termination of the Lease Contract or your occupancy, you will remain liable for rent through the end of the Lease Contract term or the date on which the dwelling is re-rented to a new occupant, whichever comes first. Therefore, you may be responsible for payment of rent after you vacate the leased premises even though you are no longer living in the dwelling.

NAA
NATIONAL APARTMENT ASSOCIATION
We Lead the Way Home.

Feb 06 2024

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

Resident or Residents
(All residents must sign)

Owner or Owner’s Representative
(signs below)

Date of Signing Addendum



ANTI-CORRUPTION/ANTI-MONEY LAUNDERING ADDENDUM

Apartment Community: Yugo Raleigh Logan
Resident(s):

Date: 10/13/2023

This Addendum ("Addendum") is made part of the Residential Lease contract.

Tenant hereby represents, warrants, and covenants to Owner that Tenant is in compliance with all applicable anti-corruption laws, anti-money laundering laws, and any U.S. sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC") during the effectiveness of this agreement ("Sanctions"). Tenant also represents that it is not the subject of any Sanctions, and that in the performance of this agreement, Tenant will comply strictly with all applicable anti-corruption laws, anti-money laundering laws, and Sanctions.

OWNER:

_____	_____
Owner, as Agent for Owner	Date

RESIDENT(S):

_____	_____
Resident	Date
_____	_____
Resident	Date
_____	_____
Resident	Date
_____	_____
Resident	Date

ADDENDUM - ASSUMPTION OF RISK, WAIVER OF LIABILITY AND INDEMNIFICATION RELATING TO COVID- 19

This Addendum – Assumption of Risk, Waiver of Liability and Indemnification (this "**Addendum**") is made a part of that certain Lease Agreement (the "**Lease**").

Notwithstanding any provisions in the Lease to the contrary, Owner and Resident hereby agree as follows:

1. Assumption of Risk. Resident acknowledges that:

- The novel coronavirus commonly referred to as "COVID-19" has been declared a worldwide pandemic by the World Health Organization, and is highly contagious and is believed to spread primarily through person-to-person contact, airborne contaminants, and contact with surfaces.
- Resident may be exposed to or infected with COVID-19 at the Property or as a result of residing at the Property, and such exposure or infection may result in personal injury, illness, permanent disability or death.
- The risk of becoming exposed to or infected with COVID-19 at the Property may result from the actions, omissions or negligence of Resident or others, including, but not limited to, Owner, Owner's property Owner, Owner's and Owner's property Owner's respective staff, employees, contractors, directors, officers, members, Owners, agents or representatives (each, a "**Owner Party**" and collectively, the "**Owner Parties**"), or from suitemates, other residents, guests and invitees.

RESIDENT VOLUNTARILY ASSUMES ALL OF THE FOREGOING RISKS AND ACCEPTS SOLE RESPONSIBILITY FOR ANY INJURY (INCLUDING, BUT NOT LIMITED TO THOSE RESULTING IN DISABILITY OR DEATH), ILLNESS, DAMAGE, LOSS, CLAIM, LIABILITY, OR EXPENSE OF ANY KIND THAT RESIDENT MAY INCUR FROM OR IN CONNECTION WITH EXPOSURE TO COVID-19 AT THE PROPERTY.

2. **WAIVER AND INDEMNIFICATION. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, RESIDENT, ON BEHALF OF RESIDENT AND RESIDENT'S HEIRS, SUCCESSORS, EXECUTORS, SUBROGATES AND ASSIGNS, HEREBY EXPRESSLY WAIVES, RELEASES AND DISCHARGES, AND AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE OWNER PARTIES FROM AND AGAINST, ANY AND ALL CLAIMS, COSTS, EXPENSES, DAMAGES, LAWSUITS, JUDGMENTS, LOSSES OR LIABILITIES (INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS) (COLLECTIVELY, "CLAIMS"), WHETHER NOW EXISTING OR HEREFTER ARISING, FOR OR RELATING TO PERSONAL INJURY, ILLNESS, PERMANENT DISABILITY, DEATH, LOSS OF USE, PROPERTY DAMAGE, MONETARY LOSS OR OTHERWISE, TO THE EXTENT ARISING FROM ANY RESIDENT EXPOSURE TO OR INFECTION WITH COVID-19, WHETHER SUCH EXPOSURE OR INFECTION OCCURS ON OR OFF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, CLAIMS ARISING FROM THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY OWNER PARTY, WHETHER SOLE, PARTIAL, OR CONCURRENT, BUT EXCLUDING ANY SUCH CLAIMS THAT ARISE FROM THE**

WILLFUL OR INTENTIONAL MISCONDUCT OF ANY OWNER PARTIES.

3. Condition to Lease; Consideration. Owner is requiring Tenant to execute this Addendum as a condition to Owner entering into the Lease and/or providing to Resident access to certain common areas and amenities at the Property. Tenant acknowledges that it has received good and valuable consideration for entering into this Addendum. Nothing in this Addendum shall limit the right or obligation of Owner under the Lease or otherwise, and Owner shall have the right in its sole discretion, to limit or restrict access to certain portions of the Property for public safety and health reasons.
4. Addendum and Lease; Partial Invalidity; Applicable Law. The Lease (and all other Addenda attached thereto) and this Addendum shall together constitute one and the same instrument. In the event of any conflict between the terms and provisions of this Addendum and the terms and provisions of the Lease or any other Addenda attached thereto, the terms and provisions of this Addendum shall supersede and control, and that if any provision hereof is found to be unenforceable, the remainder of this agreement shall be enforced to the fullest extent permitted by applicable law. This Addendum shall be governed by and construed in accordance with the laws of the state in which the Property is located.
5. Counterparts. This Addendum may be executed in multiple counterparts, each of which when executed will be an original and shall be binding upon the party whose signature appears thereon, and all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Addendum by fax transmission or electronic mail (e.g., PDF) shall be as effective as delivery of an original executed counterpart.

Executed to be effective as of the Effective Date.

(Authorized Agent for Owner)

Date

BY SIGNING BELOW, RESIDENT ACKNOWLEDGES AND REPRESENTS THAT (I) RESIDENT HAS READ THIS ADDENDUM, INCLUDING THE FOREGOING ASSUMPTION OF RISK, WAIVER AND INDEMNIFICATION PROVISIONS, AND THAT RESIDENT UNDERSTANDS THIS ADDENDUM AND SIGNS IT VOLUNTARILY AND IS BOUND BY THE TERMS HEREOF; (II) RESIDENT IS SUFFICIENTLY INFORMED ABOUT THE RISKS INVOLVED IN RESIDING AT THE PROPERTY WITH RESPECT TO COVID-19; AND (III) RESIDENT IS AT LEAST EIGHTEEN YEARS OF AGE AND IS FULLY COMPETENT AND AUTHORIZED TO EXECUTE THIS ADDENDUM.

(Resident)

Date

UNIT UPGRADE ADDENDUM**Apartment Community:** Yugo Raleigh Logan**Date:** 10/13/2023**Resident(s):** ("Resident", "you", or "your")

This is an addendum to the Lease and controls in the event of conflict with the Lease. All terms in this addendum have the same meaning as in the Lease. The term of this Addendum will begin on the Starting Date and will expire on the Ending Date.

ASSIGNMENT. To the extent practical in Owner's sole judgment, Owner will try to honor requests for a specific bedroom or apartment type. However, if Owner cannot accommodate a request for specific housing, it will not release Resident from the obligations owed to Owner under this Lease Contract. Resident acknowledges that, if this Lease Contract is for a specific bedroom or apartment type, the bedroom or apartment type is subject to availability, and Owner cannot guarantee the availability of said bedroom or apartment type at move-in. Furthermore, if the requested bedroom or apartment type is not available, Resident acknowledges that the sums listed in this Lease Contract may fluctuate depending on premiums assessed for apartment size, unit upgrade, location, or other value added or lost from the bedroom or apartment type originally requested.

UPGRADED UNIT:

Resident acknowledges that in the event that your Room Assignment is an upgraded unit, an additional premium up to \$10 may be assessed per bedspace. Please see below for Unit Upgrade Table.

Unit Upgrade Options	Monthly Amount (Per Bedspace)
Balcony Upgrade	\$10

OWNER:**RESIDENT(S):**_____
Manager, as Agent for Owner Date_____
Resident Date_____
Resident Date¹ Janna R Arnold ² Ny Foster

COMMUNITY RULES AND REGULATIONS ADDENDUM

Apartment Community: Yugo Raleigh Logan

Date: 10/13/2023

Resident(s):

This Addendum ("Addendum") is made part of the Residential Lease contract. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Lease, the terms and conditions of this Addendum shall control.

The following Rules and Regulations are a binding part of your Lease. We provide these Rules and Regulations for your benefit and the benefit of the other residents. Please understand that any violation of one of these Rules and Regulations by you or your guest(s) constitutes a Default under the Lease and Owner may proceed with an eviction action or other legal proceedings provided for under the Lease and provided by law. Violation of these Rules and Regulations could result in injury or death to persons and/or damage to property. **YOU ACKNOWLEDGE THAT YOU ARE RESPONSIBLE FOR AND ACCEPT FULL LIABILITY FOR ANY INJURY, DAMAGE, CLAIM OR ACTION RELATED TO YOUR VIOLATION OF ANY OF THE RULES AND REGULATIONS.** Defined terms used herein, which are not otherwise defined herein, shall have the meanings ascribed to them in the Lease.

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

1. **Use and Condition of Apartment and Premises/Maintenance**

- 1.1 Windows and all doors shall not be obstructed, and use of foil or other similar materials to cover windows is prohibited. If Owner provides blinds on windows in your Apartment, you may not remove such blinds. If Resident installs draperies over the blinds, any damage will be repaired by the Resident or at Resident's sole cost and expense. No article, sign, poster, decoration, or thing may be hung or placed on the outside of an Apartment or displayed on the inside of an Apartment so as to be visible from the outside of an Apartment. Screens, if provided, must remain in place at all times.
- 1.2 Damage to property, including but not limited to paint, plaster, walls, appliances, doors, cabinets, carpets, floors, furniture, or damage to any part of the Premises caused by leaving windows or doors open during inclement weather will be the responsibility of the Resident. Resident may not remove any Furniture, equipment, or appliances from the Apartment. Residents cannot paint or wallpaper any of the walls in the Apartment. Any violation of this provision will result in fines and charges to repaint being assessed against Resident.
- 1.3 Decks and balconies are potentially dangerous if overloaded or improperly used and is a violation of this Addendum. The following rules apply to the use of Residents' deck/balcony:
- Balcony loads limits are intended for a maximum of 2 people. **DO NOT** crowd balconies. Residents should be aware that balcony weight limits may also be exceeded with the use of excessive or heavy furnishings.
 - The deck/balcony areas must be maintained and kept in clean and orderly condition
 - Balconies are not to be used as storage areas and articles must not be hung over railings.
 - No trash may be kept on balconies or patios at any time.
 - Furniture provided by the Apartment Community may not be stored on balconies. Objects such as bicycles and coolers may not be stored on balconies. Only patio furniture may be kept on balconies.
 - No one is allowed to throw any objects from patios, balconies, windows or garage areas.
 - Kegs are not permitted anywhere in the Apartment Community including balconies, patios, or garage areas.
- Any violation of this provision will result in fines and charges being assessed against Resident and shall be considered a Default under the Lease.
- 1.4 All light bulbs and tubes must be operational at all times during the duration of the Lease Term, as well as at the time Resident vacates the Premises. Colored bulbs are not allowed in balcony lights or other outside lights. Holiday lights and other decorations are not permitted unless designated by the Owner, as appropriate, and must be immediately removed upon request by the Owner or with the passing of that specific holiday.
- 1.5 Welcome mats may be placed in front of doors, but rugs or carpet remnants are not permitted.
- 1.6 Residents may not distribute, post, or hang any signs or notices in any portion of the Apartment Community, without prior written approval from the Owner.
- 1.7 No electrical or telephone wiring may be installed within the Apartment. Absolutely no holes may be drilled within the Premises (including without limitation outside or inside walls, roof, windows, or balcony railings).

- 1.8 Locks may not be changed or added by a Resident without prior written consent from Owner or Owner. Locks and the appropriate key, keycard, and/or chains added must be left in place upon vacating the Premises. Keys to changed locks will be deposited with the Owner. If Resident should lose the front door key, Owner requires that the front door lock be changed and the costs billed to Resident. Resident will be fined for after hour lock outs requiring Owner to let Resident into the Apartment and/or Apartment Community, as applicable. All keys and, if applicable, gate cards, keycards and/or access cards must be returned to Owner on the Ending Date of the Lease or upon termination of occupancy by Owner. No keys, keycards, gate cards or access cards will be accepted by mail. Owner may charge Resident for failure to adhere to this provision.
- 1.9 Solicitation shall not be permitted at the Apartment Community, either by Resident or outside solicitors. Resident shall not, without the express written consent of Owner (which may be withheld in Owner's sole discretion), distribute or post any handbills, signs or flyers, nor send any mass or global emails to the other residents.
- 1.10 If your Apartment contains an overhead sprinkler system, you must take care not to trigger the overhead sprinkler system in your Apartment. DO NOT hang items from the overhead sprinklers. A simple depression of the sprinkler head will result in a total draining of water from the system. Neither the Owner, nor Owner, will be responsible for any damage incurred from Resident's failure to adhere to this provision. You will be responsible for all damage to your personal property as well as for the cost to repair all damage to your Apartment and any other apartment and the Apartment Community, resulting from your triggering the overhead sprinkler system as provided in FIRE SAFETY/SAFETY, below.
- 1.11 You must dispose of all trash in the proper bins, dumpsters or trash compactors in various collection areas in the Apartment Community. Garbage and trash may not be left in hallways or stairwells, in any common area of the Apartment Community or around the dumpster itself. If the nearest dumpster is full, trash needs to be taken to the next available dumpster. Owner will fine Resident for violation of this provision as well as for any littering by Resident or Resident's guests.
- 1.12 Resident must keep all utilities to the Premises active through the Ending Date. If you choose to vacate the Premises before the Ending Date; you cannot turn off your utilities, even for a temporary period, such as a vacation. Unless we instruct you otherwise, you must, for 24-hours a day during freezing weather, (a) keep the Apartment heated to at least 60 F., (b) keep cabinet and closet doors open; and (c) drip hot and cold water faucets. You are liable for damage to your property and the property of others if the damage is the result of the utilities being turned off or because of broken water pipes due to your violation of these requirements.
- 1.13 Consumption of alcohol must be in compliance with all federal, state, and local laws. No alcohol containers are permitted on the Premises, which are larger than one gallon. Consumption of alcohol is prohibited in all Common Areas outside the Apartment in the Apartment Community. Keg cooling devices are also prohibited. Glass containers are not permitted in Common Areas of the Apartment Community outside of your Apartment.

2. **Pets**

With the exception of service or assistance animals, no pets (including mammals, reptiles, birds, fish, rodents and insects) are allowed, even temporarily, anywhere in the Apartment or Apartment Community unless approved by Owner in writing. If we allow a pet, you must sign a separate Pet Addendum, which may require additional deposits, rents, fees or other charges. You must remove an illegal pet within twenty-four (24) hours of notice from us, or you will be considered in Default of this Lease. If you or any guest or occupant violates pet restrictions (with or without your knowledge), you'll be subject to a One Hundred Dollar (\$100) pet fine ("Unauthorized Pet Fine"), damages, eviction and other remedies provided in this Lease. If a pet has been in the Apartment at any time during your Lease Term with or without our consent, Resident shall be responsible for the costs to de-flea, deodorize and shampoo the Apartment.

3. **Guests/Deliveries**

Resident must notify Owner in writing of any expected guest(s), delivery service, maid service, etc. Oral permission requires a form of identification (e.g. picture ID). Otherwise, we may deny access into the Apartment Community and into your Apartment. No key will be given to any person, including guest(s), family members, delivery service, or maid service without prior written permission of Resident. All guest(s) must be accompanied by the Resident at all times while on the Premises. Overnight guest(s) may not visit longer than three (3) consecutive days, not to exceed two (2) times in one month. If your guest has exceeded three (3) consecutive days and/or two (2) times in one month, you will receive a warning asking for your guest to be gone within a 24-hour period. If the situation is not remedied, you will be in Default of your Lease. Resident authorizes Owner to sign and accept any packages, letters, or other deliveries sent to the Resident through UPS, Federal Express, Airborne, U.S. Postal Service, or similar courier. Resident agrees that, to the fullest extent allowed by law, Owner does not accept responsibility or liability for any lost, damaged, or unordered deliveries, and agrees to hold Owner harmless for the same. No packages addressed to persons not listed on the Lease Contract will be accepted and will be refused or returned immediately to sender. Packages accepted by Owner will not be delivered to the Leased Premises. If packages or deliveries have not been picked up within thirty (30) days of delivery, we may return to sender.

4. **Common Areas and Amenities**

- 4.1 Use of Common Areas within the Apartment Community shall be governed by the Rules and Regulations posted in the Common Areas and shall be at the risk of Resident and Resident's family and guests. Resident and Residents guests must comply with all posted rules and regulations for Common Areas and amenities. No guest shall be permitted at the clubhouse facilities or amenities unless the Resident is also present. No persons under the age of fourteen (14) will be allowed in any recreational area at ANY time, unless accompanied by an adult. Resident does hereby indemnify Owner and Owner, and hold Owner and Owner harmless against all claims for personal injury sustained by Resident and Resident's family and/or guests in their use and enjoyment of the Common Areas or other Apartment Community provided facilities and amenities. Glass containers pose a serious risk of injury and are PROHIBITED anywhere in the Common Areas of the Apartment Community.
- 4.2 If a swimming pool is present within the Apartment Community, Resident and Resident's guests must comply with all rules and regulations posted in the pool area. The swimming pool is not supervised and Owner is not responsible for ensuring a lifeguard's presence. All swimmers swim at their own risk and Owner and Owner are not responsible for accidents or injuries. For your safety, you should not swim alone. Proper swimming attire is required at all times. 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 the pool area, disposing of trash, and keeping pool gates closed. Residents must accompany their guests. Residents must notify Owner any time there is a problem or safety hazard at the pool.
- 4.3 If a fitness center is present within the Apartment Community, Resident and Resident's guests must comply with all rules and regulations posted in the fitness center. The fitness center is not supervised. You are solely responsible for your own appropriate use of the equipment. Resident 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 shall immediately report to Owner any equipment that is not functioning properly, is damaged or appears dangerous, as well any person's use that appears to be dangerous or in violation of the Rules and Regulations. Resident shall consult a physician before using any equipment in the fitness center and will refrain from such use unless approved by Resident's physician. Resident will keep fitness center locked at all times during Resident's visit to the fitness center. Resident will not admit any person to the fitness center who has not registered with the Owner. Residents must accompany their guests.
- 4.4 If a tanning device is present within the Apartment Community, use of the tanning facility by you is subject to the following rules and warnings:
- IF YOU DO NOT TAN IN THE SUN, YOU ARE UNLIKELY TO TAN FROM USE OF THIS DEVICE.
 - YOU MUST BE 18 YEARS OF AGE, OR OLDER TO USE THE TANNING FACILITY. If you are not 18 or older, you agree that it is your responsibility to notify us, and to provide us with a written parental consent before using the tanning facility.
 - Follow the manufacturer's instructions for the use of the tanning device.
 - You must wear protective eyewear. Your failure to use eye protection made for indoor tanning may result in severe burns or permanent damage to the eyes.
 - Overexposure to ultraviolet light (whether from natural or artificial sources) may result in premature aging of the skin.
 - Repeated exposure to ultraviolet light (whether from natural or artificial sources) may result in skin cancer.
 - Abnormal skin sensitivity or burning may be caused by reactions of ultraviolet light to certain: (i) foods; (ii) cosmetics; or (iii) medications, including, but not limited to: tranquilizers, diuretics, antibiotics, high blood pressure medicines, or birth control pills.
 - If you are taking a prescription or over-the-counter drugs, you should consult a physician before using a tanning device. Medications or cosmetics may increase your sensitivity to ultraviolet radiation from sunlamps.
 - If you are pregnant, you should consult a physician before using a tanning device. Pregnant woman or women using oral contraceptives who use this product may develop discolored skin.

- If you have abnormal skin sensitivity or a history of skin problems or are prone to easy burning when in the sun or a tanning device, you should consult a physician before using the tanning device.
- You can only tan one (1) time within a 24-hour period and must follow the specified tanning time limits for the tanning device.
- Do not sunbathe before or after exposure to ultraviolet radiation from sunlamps.
- You may only use tanning lotion or oil that is for indoor use ONLY! If we find that you are using outdoor lotion we will give you one warning and if we find it again you will be banned from tanning.

Precautions are necessary for safe tanning. I agree that I will comply with all instructions on the use of the UVA tanning systems, and that I am using these services at my own risk, and protecting my vision by using protective eyewear.

Owner, Owner and our employees and agents, are not liable for any injury to person or property caused in any way by the use of the tanning facility or for the loss or theft of any personal property. Each person is responsible for safeguarding his or her own property. I acknowledge that I have read and that I understand the foregoing warning.

5. **Fire Safety/Safety**

DO NOT TOUCH, HANG ANYTHING FROM, OR OTHERWISE TAMPER WITH ANY FIRE PROTECTION OR SPRINKLER HEAD DEVICE. DOING SO COULD BREAK THE DEVICE AND RESULT IN MASSIVE DAMAGE TO THE APARTMENT COMMUNITY

IF, IN OUR SOLE JUDGMENT, YOU OR YOUR GUEST'S TAMPERING WITH A DEVICE CAUSES ANY INJURY, LOSS, OR PROPERTY DAMAGE, YOU ACKNOWLEDE THAT YOU ACCEPT FULL LIABILITY FOR SUCH INJURY, LOSS, OR PROPERTY DAMAGE THAT MAY RESULT FROM YOU OR YOUR GUESTS VIOLATION OF THIS PROVISION.

- 5.1 All grills (gas, charcoal, electric) and smokers are prohibited within the Apartment or on the balconies/patios and garage areas. You are responsible for any injury, loss, or property damage caused by violation of this rule. If your use of Apartment Community provided grills or grill areas results in any injury, loss or property damage YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR SUCH INJURY, LOSS, OR PROPERTY DAMAGE THAT MAY RESULT FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS PROVISION.
- 5.2 Space heaters and other similar appliances are prohibited. Appliances that use excessive amounts of electricity and/or create excessive heat are prohibited. YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS PROVISION.
- 5.3 The intentional sounding of any smoke alarm or any safety devices is prohibited, unless the intentional sounding of the smoke alarm or any safety device is related to smoke, fire or emergency. Resident must not disconnect or intentionally damage a smoke detector or remove the battery without immediately replacing it with a working battery. Resident is responsible for maintaining the smoke detector and keeping it in working condition. YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS PROVISION.
- 5.4 Immediately call 911 in the event of a fire or life-threatening emergency.
- 5.5 Candles or any other burning or smoking devices, including hookahs, shishas and all other smoking devices are not permitted within the Apartment. Neither Owner nor Owner will be responsible for any damage incurred from such use of any smoking device in the Apartment. You agree to properly dispose of cigarettes within your Apartment and the Apartment Community. Smoking is prohibited in the clubhouse, office areas and at Apartment Community amenities. YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE FROM YOU OR YOUR GUESTS VIOLATIONS OF THIS PROVISION.

- 5.6 Storage of any flammable, hazardous, or explosive materials strictly prohibited. YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS PROVISION.
- 5.7 We do not provide first aid supplies or services, nor do we train our employees in CPR or first aid. We do not provide on-site emergency medical response.
- 5.8 Owner and Owner assume no liability or responsibility for loss or damage of a vehicle or its contents while parked or in operation at the Apartment Community.
- 5.9 Owner and Owner have no duty to inform you of local or national emergency conditions. If we inform you of an emergency condition, you agree that Owner and Owner have NO DUTY TO PROTECT YOU. If we inform you of a civil order to evacuate or, in our judgment, an evacuation is required to protect life or property and you fail or refuse to evacuate, you will be solely responsible for any injury, loss, damage or claim from such failure or refusal to evacuate.

Violations of these policies may result in fines or charges to repair damages caused by the violations from the Fire Marshall and from Owner. Multiple violations may result in double fines and/or eviction from the Premises.

6. **Other Rules and Regulations/Prohibitions**

- 6.1 **Noise.** Neither you nor your guest may make or permit to be made any loud, disturbing, or objectionable noises. Musical instruments, stereos, television sets, amplifiers and other instruments or devices may not be used in such a manner as may constitute a nuisance or disturb other residents in the Apartment Community. Owner reserves the right at any time to fine, contact guarantors, or declare you in Default of the Lease due to excessive noise and disturbances. The Owner and/or its agents on duty are the sole judge of excessive volume levels, and reserve the right to enforce these rules.
- 6.2 **Quiet Hours.** Quiet hours are established to be respectful of all residents of the Apartment Community. The quiet hours of the Apartment Community are **10PM-10AM**. Resident must not make or permit any disturbing noises in the Leased Premises or the common areas of the Apartment Community during the designated quiet hours. Radio, television, record players, musical instruments, or any other noise-producing devices must not be played or permitted to be played so as to disturb other residents during quiet hours. Vacuum cleaners, dishwashers, disposals, or other noise-producing appliances must not be operated during quiet hours.
- 6.3 **Smoking.** Owner makes no representation or warranty that the Apartment or the Apartment Community has been or will be smoke free. Resident may smell or otherwise experience smoke in the Apartment or Apartment Community Common Areas during the Lease Term. Resident shall not allow others near the Apartment to be disturbed or annoyed by smoking by Resident or any guests. Resident shall not grow or manufacture any substance or material including, but not limited to marijuana. On the Ending Date or earlier date of termination of the Lease, Resident shall be responsible for any and all cleaning, repairing, repainting and replacement necessary to correct smell or residue caused by smoking in and around the Apartment. No amount of discoloration or smell from smoking or any other action shall be considered ordinary wear and tear. Check those that apply:
- ☒ Smoking of all substances (including marijuana and cigarettes) in the Apartment and Common Areas is prohibited.
 - ☐ Smoking in the Apartment is prohibited if it produces smoke that can be smelled or otherwise experienced outside the Apartment.

- 6.4 Neither you nor your guests may use the Common Areas outside the Apartment, the parking lots or Apartment Community grounds in such a manner that interferes with the enjoyment of other residents.
- 6.5 **Reporting.** Any general noise disturbances, i.e. noise from pool music, parties, machinery, etc., should be reported to the Owner (during business hours) or the answering service (after business hours). The answering service will contact the appropriate management personnel to handle the disturbance.
- 6.6 **Gatherings.** No gathering, anywhere in the Apartment Community, unless sponsored by Owner or Owner, may exceed ten (10) persons.
- 6.7 Owner has and reserves the right to exclude guests or others who, in our sole judgment, have been violating the law, violating the Lease or any rules or policies of the Apartment Community, or disturbing other residents, neighbors, visitors or our representatives. Owner may also exclude from any balcony or Common Area of the Apartment Community, a person who refuses to or cannot identify himself or herself as your guest.
- 6.8 Neither you nor your guests will be allowed to engage in the following prohibited activities:
- Loud or obnoxious conduct
 - disturbing or threatening the rights, comfort, health, safety or convenience of others in or near the Apartment Community
 - possessing, selling or manufacturing illegal drugs/controlled substances or illegal drug paraphernalia
 - engaging in or threatening violence or any criminal activity
 - discharging a firearm in the Apartment Community
 - canvassing or soliciting business or contributions
 - operating a business or child care service within the Premises or Apartment Community
 - storing anything in closets having gas and/or electric appliances
 - tampering with utilities or utility systems
 - bringing or storing hazardous materials into the Apartment Community
 - using candles or kerosene or gas lamps in the Premises or Apartment Community.
- Owner reserves the right, at any time to fine, contact guarantors, or declare you in Default of your Lease for any of the above mentioned violations.
- 6.9 **Weapons.** Possession, display, discharge, or any type of use whatsoever of weapons of any kind, including, but not limited to, handguns, rifles, crossbows, bow and arrows, air guns, BB guns, slingshots, or any mechanism that could be used to propel an object that could cause harm to person or property, or machetes, swords, long blade knives, nun chucks, or similar objects that can cause serious bodily injury or death, are not allowed anywhere in the Apartment Community. Owner is not and shall not be responsible in any way to Resident or Resident's occupants, guests, or invitees for any accidental, negligent, or intentional act involving any weapon or discharge thereof on, near, or off the Apartment Community. Failure to adhere to the provisions contained in this paragraph constitutes a default under this Lease and the Owner may seek all available remedies, including, but not limited, to terminating your right to occupy the Premises.
7. **Crime/Drug Free Housing**
- 7.1 Resident, Resident's guests, and all other persons affiliated with Resident, shall not engage in any illegal or criminal activity, including drug-related criminal activity, on or about the Community. "Drug related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use an illegal or controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802)).
- 7.2 Resident, Resident's guests, and all other persons affiliated with Resident, shall not engage in any act intended to facilitate any type of criminal activity, including drug-related criminal activity, on or about the Community.
- 7.3 Resident, Resident's guests, and all other persons affiliated with Resident, shall not permit the

Community to be used for, or to facilitate any type of criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a guest, or any other person affiliated with Resident.

- 7.4 Resident, Resident's guests, and all other persons affiliated with Resident, shall not engage in the unlawful manufacture, sale, use, possession, or distribution of illegal or controlled substances or paraphernalia as defined in city, county, state or federal laws, including but not limited to the State in which the Apartment Community is located and/or the Federal Controlled Substances Act.

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

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

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

8. **Service Requests**

We offer twenty-four (24) hour response to emergency maintenance service requests. Call 911 in case of fire and other life-threatening situations. Emergencies are considered to be any situation, which places life or property in jeopardy and requires immediate attention. For after-hours emergencies, immediately call the answering service and explain the situation. The answering service will contact the appropriate service personnel. For normal service requests, please call during posted Owner's office hours.

9. **Modification of Rules and Regulations**

You and your guests will be required to comply with all of the requirements set forth in these Rules and Regulations. Owner has the right to change these Rules and Regulations from time to time, as Owner or the Owner deem necessary. Any changes to these Rules and Regulations will be effective and part of the Lease: (i) upon delivery to you, or (ii) posted in a public area of the Apartment Community used for such purposes for thirty (30) days. You are responsible for your guest's compliance with all of these Rules and Regulations. Neither Owner nor Owner will be responsible to you if we fail to cause any person to comply with these Rules and Regulations.

10. **Security Acknowledgment and Release**

BY EXECUTION OF THE LEASE, RESIDENT AGREES AS FOLLOWS: Your initials at the end of these Rules and Regulations indicates that you will, upon move in, inspect your Premises and determine to your satisfaction that the smoke detectors and CO detectors (if present), door locks and latches and other safety devices in the Premises are adequate and in good working order. It is your responsibility to immediately read the instructions for operating the alarm systems and controlled accesses gates (if any) and contact the Owner if you have any questions. You acknowledge that electronic and mechanical systems may malfunction or fail and that Owner and Owner are not responsible for any injury, damage, loss or claim related to such malfunction or failure. You understand that neither Owner nor the Owner guarantee or assure personal security or safety for you or anyone. The furnishing of safety devices will not constitute a guarantee of their effectiveness nor does it impose an

obligation on Owner or Owner to continue furnishing them. Owner and Owner assume no duties of security. We will proceed with reasonable diligence to repair electronic and mechanical existing systems after you have given us written notice of malfunction. You acknowledge that any personal or any mechanical or electronic devices that are provided (examples: courtesy patrol, intrusion alarms, pedestrian gates, controlled access vehicle gates), IF ANY, cannot be relied upon by you as being in working condition at all times. There will be malfunctions of any mechanical or electronic systems. Employee absenteeism, weather, vandalism and other factors often cause such systems not to function as intended. Mechanical and electronic systems or courtesy personnel can be circumvented. You acknowledge that crime exists and that Owner and Owner have no duty of foreseeability concerning criminal conduct or acts. Accordingly, you hereby release Owner and Owner and their respective agents, partners, officers, directors and representatives, from any claim whatsoever with respect to any personal injury or property damage, and acknowledge that no such persons or entities are insurers or guarantors of your safety or that of your property in the Apartment Community. OWNER AND OWNER OWE NO DUTY OF PROTECTION TO YOU. YOU ARE RESPONSIBLE FOR YOUR OWN SECURITY AND SAFETY AND FOR THE SECURITY AND SAFETY OF YOUR GUESTS AND YOUR PROPERTY.

11. **Notice Acknowledgement and Release**

The methods that you may use to provide notices to Owner are described in the Lease. Other methods of communication to Owner and/or its Owner, including without limitation any communication made via fax, e-mail, pdf, website, social networking site or other method of communication, whether now existing or created in the future, shall NOT be effective notice under the Lease. Owner shall NOT be deemed to have received notice from you until you have provided notice in the manner described in the Lease.

BY SIGNING AND INITIALING THESE RULES AND REGULATIONS, YOU CONFIRM THAT YOU HAVE READ AND FULLY UNDERSTAND THE RULES AND REGULATIONS, WHICH ARE A PART OF YOUR LEASE AND APPLY TO YOU AND YOUR GUEST(S). YOU ALSO CONFIRM THAT YOU UNDERSTAND THAT IF YOU OR YOUR GUEST(S) VIOLATES THESE RULES AND REGULATIONS, YOU ARE IN VIOLATION OF THE LEASE.

OWNER:

Owner, as Agent for Owner Date

RESIDENT(S):

Resident Date

Resident Date

ADDENDUM

Property Damage Liability Waiver

This Addendum is incorporated by reference into the Lease and is a made a part thereof. To the extent that the terms of this Addendum are inconsistent with the terms of the Lease, the terms of this Addendum shall control.

All residents are eligible to participate in the Community's Property Damage Liability Waiver Program (the "Waiver Program"). Participation in the Waiver Program: (i) waives a resident's obligation under the Lease to purchase and maintain liability insurance in the minimum amount of \$100,000.00; and (ii) waives a resident's obligation to indemnify the Landlord for damages arising from fire, smoke, explosion, water discharge or sewer backup caused by the resident's negligent acts or omissions in an amount up to \$100,000.00.

The Waiver Program only waives a resident's liability to the Landlord and does not waive liability to any third parties. The Waiver Program only applies to accidental damage caused by a participating resident's negligent acts or omissions and does not apply to damages caused by deliberate or intentional acts or omissions. The Waiver Program is applicable up to \$100,000.00 in liability; any amount of liability in excess of \$100,000.00 remains subject to the terms of the Lease. Excluded from coverage are claims of bodily and personal injury, and damages resulting from or associated with a breach of the lease, including, but not limited to, damages caused by illegal substances and damages caused by intentional and/or malicious acts.

By executing this Addendum, Resident is electing to participate in the Waiver Program. Participation in the Waiver Program may be cancelled at any time by providing Landlord with a certificate of insurance showing that resident has obtained property liability insurance as required by the Lease. The certificate of insurance must: (i) show a minimum of \$100,000.00 of liability coverage per incident for the perils of fire, smoke, explosion, water discharge, and sewer backup; (ii) identify the Apartment Community as an "Interested Party" with an address of **PO Box 12367 Columbus, OH 43212**; and (iii) correctly identify the Resident's insured address. Resident shall provide Landlord with a certificate of insurance showing the requisite coverage upon request. Landlord may place Resident in the Waiver Program and charge Resident additional rent of \$13.95 per month if, at any time during the term of the Lease, Resident's insurance coverage is cancelled or lapses for any reason, or if the certificate of insurance provided does not contain the required information. Landlord may discontinue the Waiver Program at any time. Upon receiving notice of Landlord's election to discontinue the Waiver Program, Resident shall obtain and maintain liability insurance as required by the Lease; failure to obtain liability insurance is a breach of the Lease and Landlord may take all necessary action.

Notice to residents: If you elect to participate in the Waiver Program, such election only waives your obligation to indemnify the owner for accidental damages caused by your negligent acts or omissions as described herein. If you elect to participate in the Waiver Program, you are neither purchasing an insurance policy nor are you being listed as a named insured under any owner policy. The Waiver Program does not cover your personal property and is not applicable in the event of theft, burglary, vandalism, bodily injury or personal injury. The Waiver Program is neither designed to be your exclusive insurance policy for property damage, nor is it intended to replace your personal property or liability insurance policy. You should consult an insurance professional to evaluate and determine your own personal insurance needs. Nonpublic personal information about you is collected from applications, transactions and reports to which we have access, including information received from consumer reporting agencies and inspection reports. We do not disclose any nonpublic personal information about you except as permitted by law. We may disclose nonpublic personal information about you to financial service providers, such as insurance agents, brokers, and/or insurance companies. Access to nonpublic personal information about you is restricted to those employees and third parties who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with applicable standards to guard your nonpublic personal information.

By signing below, you acknowledge that you have read and understand this entire Addendum and agree to be legally bound hereby.

Resident Name (Printed)

Date

Resident Signature

SimpleBills Lease Provision Pertaining to Utility Billing

Lessor of the premises ("Provider") has chosen to use a third-party utility billing service, SimpleBills Corporation, as its billing agent for electric utility service from the public utility ("Supplier"). Tenant shall enroll with SimpleBills (at SimpleBills.com) prior to commencement of this lease and shall agree to SimpleBills' Terms of Service, which are consistent with this lease and which govern the relationship between SimpleBills and Tenant. Tenant shall be responsible for keeping his or her account active with SimpleBills during the lease term and until the final bill from SimpleBills is provided to Tenant. In the event of a conflict between this SimpleBills Lease Provision Pertaining to Utility Billing Service and any other provision in the lease, the terms of this SimpleBills Lease Provision Pertaining to Utility Billing Service control.

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

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

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

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

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

1. The right to recover such charges, along with any associated late fees, returned check charges, interest, reasonable attorney's fees, and court costs, where applicable and as provided by law;
2. The right to deduct unpaid electric charges, late fees, and returned check charges from Customer security deposit pursuant to N.C. GEN. STAT. § 42-52; and
3. The right to report Tenant's failure to pay any electric utility bill to any credit bureau or collection agency.

SimpleBills

Lease Provision Pertaining to Utility Billing

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

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

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

Date: 10/04/2016

ROOMMATE MATCHING ADDENDUM

Apartment Community: Yugo Raleigh Logan

Date: 10/13/2023

Resident(s): _____
("Resident", "you", or "your")

Yugo Raleigh Logan offers individual bedroom lease terms, as well as roommate matching services, to those wishing to share an apartment with individuals they may or may not have had a previous social or familial relationship with. This service allows persons to enjoy cost savings associated with economies of scale while only being financially obligated to fulfill their portion of the units rent.

I, _____, understand that entering into an agreement with a shared common area living component will at most times involve compromise and an understanding that my roommate's lifestyle, living habits, and/or ideologies may not always align with mine. Roommate matching forms are a tool used in the placement process, not all requests can be accommodated and ultimately unit type requested may be the largest determining factor in placement.

I, _____, understand that while management may at times be able to assist in conflict resolution, that it is the obligation of the lessees to facilitate the desired and appropriate actions to be taken within the parameters of the lease agreement and applicable state and federal laws. Requests for transfers may be made as per the lease agreement if space is available, transfer fees will apply.

I, _____, understand and agree that management cannot in some cases provide solutions that will be deemed acceptable to all parties involved. In the case I choose to vacate the premises for any reason I agree to do so by the available methods outlined in the lease agreement and by paying all fees associated with a re-let or release.

I, _____, understand that the information provided in my rental application does not guarantee roommate compatibility.

By signing below, I give my permission for Yugo Raleigh Logan to release my roommate matching preferences to prospective roommates.

LANDLORD:

RESIDENT(S):

Manager, as Agent for Landlord

Date

Resident

Date

Resident

Date

UTILITY ADDENDUM

Apartment Community: Yugo Raleigh Logan

Date:

Resident(s): ("Resident", "you", or "your")

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

1. **Utility Allowance.**
☐ The Apartment Community does not offer a utility allowance option.
☒ We will pay the monthly charges for the following utilities, up to the limits set forth below:

☒ Electricity up to a maximum of \$25.00 per month, per bedroom.
☐ Water and sewer up to a maximum of \$_____ per month, per bedroom.
☐ Gas up to a maximum of \$_____ per month, per bedroom.

In the event that your utility usage exceeds the amount listed for each of those utilities, you will receive notification from the Manager as to your pro-rata responsibility for payment of the overage. You must then remit payment to the Manager or our billing company. Such payment will be due as Additional Monthly Rent.

2. **Payment of Utilities.** Responsibility for payment of utilities and services, including charges for usage, deposits, and any charges, taxes and fees associated with the utility service or billing (collectively, "costs"), and the method of allocating the payment of utilities, services and costs will be as indicated below:

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

☐ By Us entirely
☒ By Us, up to the limit set forth in Section 1 of this Addendum (Utility Allowance)
☐ By You, directly to the service provider
☐ By You, to a utility billing company based upon:

☐ Sub-metering, based on the usage measured by the sub-meter times the average costs per kilowatt hour. Charges for consumption of electricity in the common areas of the Apartment Community are paid by us and you will not be charged for them. If the sub-meter for your Apartment is or becomes inoperable at any time, your bill may be estimated based on your prior usage.
☐ Allocation, based upon the cost among the apartments for the electric charges (less base unit and customer service charges, and common area usage calculated pursuant to applicable rules) times an allocation formula equal to the following method:_____

With respect to prior electric service billings and periods, the average monthly bill for all apartments for the previous calendar year was \$_____.

- b. **Gas service and associated fees will be paid:**

☒ By Us entirely
☐ By Us, up to the limit set forth in Section 1 of this Addendum (Utility Allowance)
☐ By You, directly to the service provider
☐ By You, to a utility billing company based upon:

☐ Flat Rate, the current flat rate is \$_____ per month
☐ Allocation, based upon the cost among the apartments for the gas charges (less base unit and customer service charges, and common area usage calculated pursuant to applicable rules) times an allocation formula equal to the following method:_____

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

☒ By Us entirely
☐ By Us, up to the limit set forth in Section 1 of this Addendum (Utility Allowance)
☐ By You, directly to the service provider
☐ By You, to a utility billing company based upon:

☐ Sub-metering, based on the usage measured by the sub-meter times the average costs per gallon. Charges for usage of water/sewer in the common areas of the Apartment Community are paid by us and you will not be charged for them. If the sub-meter for your Apartment is or becomes inoperable at any time, your bill may be estimated based on your prior usage.
☐ Allocation, based upon the cost among the apartments for the water/sewer charges (less base unit and customer service charges, and common area usage calculated pursuant to applicable rules) times an allocation formula equal to the following method:_____

With respect to prior water/sewer service billings and periods, the average monthly bill for all apartments for the previous calendar year was \$_____.

- d. **Trash service and associated fees will be paid:**

☒ By Us entirely
☐ By You, directly to the service provider
☐ By You, to reimburse us for our payment to the service provider based upon:

☐ Flat Rate, the current flat rate is \$_____ per month
☐ Allocation, based upon the cost among the apartments for the trash charges (less base unit and customer service charges, and common area usage calculated pursuant to applicable rules) times an allocation formula equal to the following method:_____

- e. **Cable service and associated fees will be paid:**

☐ By Us entirely,
☒ By You, directly to the service provider, should you elect to establish service

f. **Internet service and associated fees will be paid:**

- ☒ By Us entirely,
☐ By You, directly to the service provider, should you elect to establish service

g. **Local telephone service and associated fees will be paid:**

- ☐ By Us entirely,
☒ By You, directly to the service provider, should you elect to establish service

3. If an allocation formula above is used, we or our billing company will calculate your allocated share of the utility services in accordance with state and local laws. Furthermore, we will deduct an amount that is representative of the common area usage at your property which will not be allocated to residents. If allowed by state law, we at our sole discretion may change the above methods of determining your allocated share of the utility services, by written notice to you.

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

4. The Manager will have sole discretion to select the utility providers, except where prohibited by law. Where utilities are not paid by us and are not billed directly by the service provider, the bill will be sent to you by a billing company. Resident shall pay (or cause to be paid) all charges for the Resident Utilities on or prior to the date they become due. Resident shall be responsible to keep their account with the billing company active through the end of the Lease until their final bill from the billing company is provided to Resident, regardless of when Resident physically moves out of the unit. You acknowledge that the billing company is not a public utility

5. On the Starting Date (or at the first billing for utilities, at the discretion of the Manager), in the event there is a billing fee for the production of any utility bill or a set-up charge or initiation fee by our billing company, you agree to pay such fees. Current one-time fee is \$ 0

6. As a regular part of each monthly bill, for utilities billed directly by our billing company, you may be charged and must pay a reasonable monthly service fee. This service fee per bill is in addition to the utility service charges for which you are billed and is used to reimburse us for administrative and billing expenses we have incurred. We may modify this monthly service fee by giving you 60 days written notice of the increase. Current monthly fee is \$3.75

7. When billed by us directly or through our billing company, payment for your respective utilities is due no later than 25 days after the date that the bill is postmarked or hand delivered to your Apartment. You are required to pay the amount due to our third-party utility billing service.

8. In the event you fail to establish utility services by the Starting Date, we may charge you for any utility service billed to us for your apartment.

9. You will be charged for the full period of time that you were living in, occupying, or responsible for payment of Rent or utility charges on the Apartment. If you break or breach the Lease, you will be responsible for utility charges for the time period you were obligated to pay charges under the Lease, subject to our mitigation of damages. You are liable for all of your unpaid utility bills through the Ending Date, which liability shall survive such termination of the Lease.

10. Utilities not paid by us must remain on, in your name, through the Ending Date regardless of whether you have moved out. Refusal to maintain utility service in your name will constitute a material and substantial breach of the Lease and we may exercise all remedies available to us under the Lease.

11. When you move out, you will receive a final bill based on actual amount charged by the Supplier to Landlord and for the period of time Tenant occupied the unit during the usage period covered by the Supplier's bill. If the bill is unpaid, it may be deducted from the Security Deposit, if allowed by law.

12. **General Information.**

a) During reasonable business hours, you have a right to examine the following information, relating only to your Apartment, which will be kept in the management office: (i) utility bills received from the respective utilities from the prior billing period and for all billing periods during the last twelve (12) months; (ii) calculations of your respective period's utility billings; (iii) calculations of average utility costs; (iv) your sub-meter readings and the readings from our master meter; and (v) any sub-meter test results if they have been tested during that time; and (v) other information required to be kept pursuant to applicable rules and to allow you to verify our billings for utilities to you.

b) We may furnish to the Premises a terminal, or where applicable, wireless access, for your connection to an internet service provider. When we provide internet access, you may find it necessary to purchase a network interface card, modem or other hardware in order to connect to internet service. We are not responsible for the purchase of these items and we cannot guarantee compatibility with any device you may have. If you are in violation of the Lease or of an internet service provider's terms and conditions of service, we have the right, in addition to all other remedies provided by law or the Lease, to discontinue internet service connections to the Premises. We are not liable for any interruption, surge, inability to connect, failure of the internet provider to provide such services, nor for any damages, directly or indirectly related to such matters. We are also not liable for, and you agree to take sole responsibility for, and to indemnify, defend and hold Landlord and Manager harmless from, any damages or claims you or any other person may suffer or have as a result of your use of the internet, including, but not limited to, computer viruses, loss of data, invasion of privacy, defamation, fraud and copyright and trademark infringement.

c) The installation of a satellite dish requires Manager's written approval. If Manager approves the installation of a satellite dish, it must be located either inside your Apartment or in an area outside your apartment such as a balcony, patio, etc. of which you have exclusive use under the Lease. Installation is not permitted on any parking area, roof, exterior wall, window, fence or common area, or in an area that other residents are allowed to use. You will have the sole responsibility for maintaining your satellite dish

and all related equipment. You must remove the satellite dish and all related equipment when you move out of the Apartment. In accordance with the Lease, you must pay for any damages and for the cost of repairs or repainting which may be reasonably necessary to restore the Premises to its condition prior to the installation of your satellite dish or related equipment.

d) You are encouraged to file billing disputes in writing with the person identified on your bill to contact about disputes.

e) You agree not to tamper with, adjust, or disconnect any utility or sub-metering system or device. Violation of this provision constitutes a material and substantial breach of the Lease and we may exercise all remedies available to us under the Lease.

f) We are not liable for any losses or damages you incur as the result of outages, interruptions, or fluctuations in utilities provided to your Apartment unless such loss or damage was the direct result of gross negligence of the Manager or its employees. You release us from any and all such claims and waive any claims due to such outages, interruptions, or fluctuations.

g) Should any provision of this Addendum be found legally invalid or unenforceable, this does not invalidate or diminish any other provision herein. We will not be in default under any provision hereof unless you have provided us with written notice of the specific issue and we have failed to cure such matter within a reasonable time after receipt of your notice.

LANDLORD:

Manager, as Agent for Landlord Date

RESIDENT(S):

Resident Date

Resident Date

Resident Date

Resident Date

INTERNET ACCESS ADDENDUM

This addendum serves as an addendum to the Lease for _____ as a resident of the Property and is hereby incorporated therein and expressly made a part thereof. As used in this addendum, "you" means the undersigned resident.

Owner has entered into an agreement with a high speed internet provider. The contracted service provider offers a variety of Internet services to residential and businesses ("Services") and allows subscribers to connect to the high- speed backbone network and the Internet.

The Services use resources that are shared with many other customers. Moreover, the Services provide access to the Internet, which is used by millions of other users. Each user benefits by being able to share resources and communicate almost effortlessly with other members of the user community. However, as with any community, the benefits and privileges available from the Services, and the Internet in general, must be balanced with duties and responsibilities so that other users can also have a productive experience.

Use of the Services is subject to the following rules and guidelines. Each customer (resident of the Property) of the provider is responsible for ensuring that the use of all Services provided to any such customer complies with this Internet Access Policy (the "Policy"). ANY USER WHO DOES NOT AGREE TO BE BOUND BY THESE TERMS SHOULD IMMEDIATELY STOP USE OF THE SERVICES AND NOTIFY THE CUSTOMER SERVICE DEPARTMENT OF THE PROVIDER SO THAT THE USER'S ACCOUNT MAY BE CLOSED.

Illegal Activity

The use of the Services for any activity that violates any local, state, federal, or international law, order or regulation is a violation of this Policy. Prohibited activities include, but are not limited to: 1) Posting or disseminating material which is unlawful (such as child pornography or obscene material). 2) Disseminating material that violates copyright or other intellectual property rights for others. You assume all risks regarding the determination of whether material is in the public domain. 3) Pyramid or other illegal soliciting schemes. 4) Any fraudulent activities, including impersonating any person or entity or forging anyone else's digital or manual signature.

Security

You are responsible for any misuse of the Services that you have contracted for, even if the inappropriate activity was committed by a friend, family member, guest, employee or customer with access to your account. Therefore, you must take steps to ensure that others do not gain unauthorized access to the Services.

The Services may not be used to breach the security of another user or to attempt to gain access to any other person's computer, software or data, without the knowledge or consent of such person. They also may not be used in any attempt to circumvent the user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other networks. Use or distribution of tools designed for compromising security, such as password guessing programs, cracking tools, packet sniffers or network probing tools, is prohibited.

You may not disrupt the Services. The Services also may not be used to interfere with computer networking or telecommunications services to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges and attempts to "crash" a host. The transmission or dissemination of any information or software that contains a virus or other harmful feature is also prohibited.

You are solely responsible for the security of any device you choose to connect to the Services, including any data stored on that device. In particular, provider recommends against remote user enabling or printer sharing of any sort and also recommends that any use, applications or services you do choose to make available for remote access be protected with a very unique password (suggesting a password that incorporates a combination of letters, numbers and symbols) or as otherwise appropriate.

Inappropriate Content

There may be content on the Internet or otherwise available through the Services which may be offensive to some individuals, or which may not be in compliance with all local laws, regulations and other rules. For example, it is possible to obtain access to content that is pornographic or offensive, particularly for children. Neither the service provider, nor any of its distribution affiliates can assume any responsibility for the content contained on the Internet or otherwise available through the Services. You must assume the risk of any liability for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to your access to such content. Parents should consider using a program capable of restricting access to sexually explicit material on the Internet. Content questions or complaints should be addressed to the content provider.

You are solely responsible for any information that you publish on the web or other Internet services. You must ensure that the recipient of the content is appropriate. For example, you must take appropriate precautions to prevent minors from receiving inappropriate content. Provider and any of its distribution affiliates reserve the right to refuse to post or remove any information or materials, in whole or in part, at its sole discretion, deems to be offensive, indecent, or otherwise inappropriate regardless of whether such material or its dissemination is unlawful.

Neither the provider nor any of its distribution affiliates has any obligation to monitor transmission made on the Services. However, provider along with its distribution affiliates has the right to monitor such transmissions from time to time and to disclose the same in accordance with your subscriber agreement. By using the Services to publish, transmit or distribute content, a user is warranting that the content complies with the Policy and authorizes provider along with its distribution affiliates to reproduce, publish, distribute, and display such content worldwide.

Electronic Mail

The Services may not be used to send unsolicited bulk or commercial messages. This includes, but is not limited to, bulk mailing of commercial advertising, informational announcements, charity requests, petitions for signatures and political or religious messages. Such messages may only be sent to those who have explicitly requested it. The Services may not be used to collect responses from unsolicited e-mail sent from accounts on other Internet hosts or e-mail services which violates this Policy or the acceptable use policy of any other Internet service provider. Moreover, unsolicited e-mail may not direct the recipient to any web site or other resources that uses the Services.

Forging, altering or removing electronic mail headers is prohibited. However, you may insert additional characters into your "from:" and "reply to:" addresses in order to prevent your true address from being automatically added to the mailing lists used by bulk e-mailers. In this case, your true address must remain obvious to any human viewer. For example, you may substitute "nospam.john.smith" for "john.smith".

You may not reference provider or its product names as stated above in any unsolicited e-mail whatsoever by any means.

"Mail bombing" is prohibited. That is, you may not send numerous copies of the same or substantially similar messages, nor may you send very large messages or files to a recipient with the intent to disrupt a server or account. The propagation of chain letters is similarly prohibited, whether or not the recipient wishes to receive such mailings.

Bandwidth, Data Storage, and Other Limitations

You must comply with the current bandwidth, data storage and other limitations on the Services. Users must ensure that their activities not improperly restrict, inhibit, or degrade any other user's use of the Services, nor represent (in the sole judgment of provider) an unusually large burden on the network itself. In addition, users must ensure that their activity does not improperly restrict, inhibit, disrupt, degrade or impede provider ability to deliver the Services and monitor the Services, backbone, network nodes, and/or other network services.

The Property residents may not resell, share, or otherwise distribute the Services or any portion thereof to any third party without the written consent from the provider serving the Property. For example, you cannot provide Internet access to others through a dial-up connection, host shell accounts over the Internet, provide email or news services, or send a news feed.

The Service offering is designed for your personal use of the Internet. You may not use the Service for commercial purposes. You may not run a server in connection with the Service, nor may you provide network services to others via the Service. Examples of prohibited programs include, but are not limited to, mail, http, ftp, irc, dhcp servers and multiuser interactive forums.

Violation of Policy

The provider does not routinely monitor the activity of accounts for violation of this Policy. However, in our efforts to promote good citizenship within the Internet community, we will respond appropriately if we become aware of inappropriate use of the Services. Although provider has no obligation to monitor the Services and/or the network, provider along with its distribution affiliates reserve the right to monitor bandwidth, usage, and content from the Services. The purpose of the monitoring is to identify violations of this Policy; and/or to protect the network and other users.

If the Services are used in a way which provider or its distribution affiliates, in their sole discretion, believe violate this Policy, provider or its distribution affiliates may take any responsive actions they deem appropriate. Such actions include, but are not limited to, temporary or permanent removal of content, cancellation of newsgroup posts, filtering of Internet transmissions, and the immediate suspension or termination of all or any portion of the Services. Neither a provider nor its distribution affiliates will have any liability for any such responsive actions. The above described actions are not exclusive remedies and provider or its distribution affiliates may take any other legal or technical

action it deems appropriate.

Neither the provider nor its distribution affiliates reserve the right to investigate suspected violations of this Policy, including the gathering of information from the user or users involved and the complaining party, if any, and examination of material on provider or its distribution affiliates servers and network. During an investigation, provider or its distribution affiliates may suspend the account or accounts involved and/or remove material, which potentially violates this Policy.

You hereby authorize provider and its distribution affiliates to cooperate with (1) law enforcement authorities in the investigation of suspected criminal violations, and (2) and system administrators at other Internet service providers or other network or computing facilities in order to enforce this Policy. Such cooperation may include providing the username, IP address, or other identifying information about a subscriber.

Upon termination of an account, provider or its distribution affiliates are authorized to delete any files, programs, data and e-mail messages associated with such account. The failure of provider or its distribution affiliates to enforce this Policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time.

You agree that, if any portion of this Policy is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect. This Policy shall be exclusively governed by, and construed in accordance with, the laws of the State of Texas.

(Resident)

Date _____

FURNITURE ADDENDUM

Apartment Community: Yugo Raleigh Logan Date: 10/13/2023
Resident(s): ("Resident", "you", or "your")

This is an addendum to the Lease and controls in the event of conflict with the Lease. All terms in this addendum have the same meaning as in the Lease. The term of this Addendum will begin on the Starting Date and will expire on the Ending Date, and the Furniture will be part of the Premises.

In the event that the Apartment Community offers Furniture in the Common Areas and/or the Bedroom and the cost thereof is not included in the Base Rent, there may be an additional monthly fee of \$.

Where the Furniture in the Common Areas of the Apartment and the Bedroom are included in the Premises and is included in Base Rent, the Base Rent amount Resident pays for renting the Furniture does not cover damages to the Furniture due to misuse/neglect or destruction of the Furniture during the Lease term.

Resident is responsible for storing any furniture they do not want to keep in the Apartment. Landlord will not remove or store any furnishings. Any furnishings stored outside of the Apartment must be returned upon move-out. Resident shall be responsible to pay the market rate of the cost of repair or replacement, as applicable, of any Furniture that is either missing or damaged at the end of the Lease Term.

If damage to the Furniture occurs, Resident(s) will be charged for the repair/replacement costs to return the Furniture to its original condition.

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

- 1. Food Stains and Odor Stains;
- 2. Tears to the Fabric;
- 3. Structural Damage (i.e. broken leg, broken drawer);
- 4. Broken, Cracked, or Chipped Glass;
- 5. Pet Stains;
- 6. Discoloration of the Wood or Fabric; and
- 7. Chipped or Marred Wooden Surface

Normal wear and tear and manufacturer's defects will not be the responsibility of the Resident. As the caretaker of the Furniture, it is the Resident's responsibility to notify the Manager if there is an occurrence of a manufacturer's defect to the Furniture in the Apartment Unit. If Resident(s) does not notify the Manager of any defects to the Furniture, Resident(s) may be charged for the damage during or after the Lease Term.

LANDLORD:

RESIDENT(S):

Manager, as Agent for Landlord Date

Resident Date

Resident Date

Resident Date

Resident Date

SAFETY GUIDELINES

Apartment Community: Yugo Raleigh Logan Date: 10/13/2023
 Resident(s): ("Resident", "you", or "your")

We would like you to be aware of some important guidelines for your safety and the safety of your guests and your property. **YOU ARE RESPONSIBLE FOR YOUR OWN SAFETY AND FOR THE SAFETY OF YOUR GUESTS AND YOUR PROPERTY.** However, we recommend that you consider following these guidelines, in addition to other common sense safety practices.

Inside Your Apartment

1. Lock your doors and windows—even while you are inside.
2. Use your night latches or dead bolt locks on the doors while you are inside.
3. Before answering the door, confirm the identity of the person. Look through a window or peephole. If you do not know the person, first talk with him or her without opening the door. If the person identifies him/herself as a staff member or vendor, you may call the Owner for confirmation. Do not open the door if you have any concerns.
4. Do not give out or lend keys, gate or lock combinations to anyone.
5. Do not put your name, address, or phone number or other identifying markings on your key or key ring.
6. If you are concerned because you have lost your key or because someone you distrust has a key, ask the Owner to re-key the locks. We will be happy to accommodate you and will proceed with reasonable diligence. You will be responsible for the cost of the re-keying.
7. Dial 911 for emergencies. If an emergency arises, call the appropriate governmental authorities first, and then call the Owner.
8. Check your smoke detector and CO detector (If Present) monthly for dead batteries or malfunctions.
9. Check your door locks, window latches, and other safety devices regularly to be sure they are working properly.
10. Immediately report the following to the Owner—in writing, dated and signed:
 - Any needed repairs of locks, latches, doors, windows, smoke detectors, and alarm systems; and
 - Any malfunction of other safety devices within the Apartment Community, such as broken gate locks, burned-out lights in stairwells and parking lots, blocked passages, broken railings, etc.
11. Close curtains, blinds, and window shades at night.
12. Mark or engrave identification on valuable personal property.

Outside Your Apartment

1. Lock your doors every time you leave your Apartment regardless how long you will be away.
2. Leave a radio or TV playing softly while you are gone. Close and latch your windows while you are gone, particularly when you are on vacation.
3. Tell your roommate(s) where you are going and when you will be back.

- 4. Do not walk alone at night.
- 5. Do not hide a key under the doormat, a nearby flowerpot, or anywhere outside the Apartment. Criminals know all hiding places.
- 6. Do not give entry codes or electronic gate cards to anyone.
- 7. Use lamp timers when you go out in the evening or go away on vacation.
- 8. While on vacation, have your newspaper delivery stopped.
- 9. While on vacation, have your mail temporarily stopped by the post office.
- 10. 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.
- 11. Report suspicious activities or persons to the Owner. **Call 911 or local law enforcement if your personal safety is at risk.**

Your Vehicle

- 1. Lock your car doors while driving. Lock your car doors and roll up the windows when leaving your car parked.
- 2. Whenever possible, do not leave items in your car, such as change/money, CD's, wrapped packages, book bags, or purses in view.
- 3. Do not leave your keys in the car.
- 4. Carry your key ring in your hand while walking to your car—whether it is daylight or dark --- whether you are at home, school, work, or on vacation.
- 5. Try to park your car in an off-street parking area rather than on the street. If you park on the street, park near a streetlight.
- 6. Check the backseat before getting into your car.
- 7. Do not stop at gas stations or automatic- teller machines at night—or anytime when you suspect danger.

PERSONAL AWARENESS

No safety system or device is failsafe. Even the best safety system or device cannot prevent crime. Always be aware of your surroundings, and always proceed as if safety systems or devices do not exist because they are subject to malfunction, tampering, and human error. Owner and Owner disclaim any express or implied warranties of security to the fullest extent permitted by applicable law.

OWNER:

RESIDENT(S):

Owner, as Agent for Owner Date

Resident Date

Resident Date

Resident Date

Resident Date

GUARANTOR WAIVER FEE ADDENDUM

This Addendum is attached to and a part of the 10/13/2023 Lease Agreement. In consideration of the Resident's payment to the Owner of a Guarantor Waiver Fee ("Guarantor Waiver Fee") with each monthly installment payment in addition to all other amounts owed under the Lease Agreement in the amount of **\$50.00** (which shall not be prorated for any partial month), the Owner hereby waives any and all obligations of the Resident to provide a qualifying third-party guarantor as otherwise required under the Lease Agreement. This waiver does not constitute insurance. The Owner is not an insurance company nor an insurance producer. The Owner is merely waiving, in consideration of the Guarantor Waiver Fee, the obligations of Resident to provide a qualifying third-party guarantor as otherwise required under the Lease Agreement. The Guarantor Waiver Fee shall not be prorated for any partial month(s) and shall be posted to Resident's account with any installment payment due covering any period(s) of time when the resident has not provided and maintained all required documentation pertaining to a qualifying third-party guarantor acceptable to Owner. Should Resident fail to pay the monthly Guarantor Waiver Fee, a qualified personal guarantor will be required, otherwise Resident will be in violation of the Lease Agreement, and we may immediately exercise all other lawful remedies, including eviction.

Resident acknowledges and understands that Owner may elect to purchase third-party insurance to indemnify, protect and insure Owner against risk of loss from a default by the Resident under the Lease Agreement, which loss may have been avoided had the Resident provided a qualifying third-party guarantor acceptable to Owner. Resident acknowledges and understands that in the event that a third-party insurer makes a payment to Owner as a consequence of a default by the Resident, the insurer will be subrogated to Owner's right to be paid such defaulted amounts and Resident expressly agrees to pay or reimburse insurer for the amounts paid by the insurer to Owner related to such default, together with any costs of collection, including reasonable attorney's fees. Owner may collect any money owed exceeding coverage amount, including money deducted from claim for unpaid Guarantor Waiver Fees by Resident.

I HAVE READ AND AGREE TO THE TERMS OF THIS ADDENDUM.

Resident Signature

Owner or Owner's Representative