17CV007995

STATE OF NORTH CAROLINA

COUNTY OF WAKE

JORDON HARGROVE,

Plaintiff,

v.

GRUBB MANAGEMENT, INC.; GRUBB FUND MANAGEMENT, LLC; GRUBB RESIDENTIAL DEVELOPMENT FUND III, LLC; and GLENWOOD RALEIGH APARTMENTS, LLC d/b/a STERLING GLENWOOD APARTMENTS,

Defendants.

FILED
2017 JUN 30 P 2:03
WAKE CO. C.S.C.
BY

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
CASE NO. _____ CVS _____

COMPLAINT

(Class Action)

Plaintiff Jordon Hargrove (hereafter "Plaintiff" or "Hargrove"), on behalf of himself and the proposed Plaintiff Class, files this Complaint against Defendants Grubb Management, Inc., Grubb Fund Management, LLC, Grubb Residential Development Fund III, LLC, and Glenwood Raleigh Apartments, LLC d/b/a Sterling Glenwood Apartments (hereinafter "Defendants") and states:

NATURE OF THE ACTION

1. This is an action brought by Plaintiff Hargrove and others similarly situated due to unlawful and unfair debt collection practices engaged in by Defendants in their attempts to collect upon court costs, fees, penalties, and other improper charges, when such costs, fees, and charges are not owed.

2. This case arises under the Residential Rental Agreements Act, N.C.G.S. § 42-38 *et seq.*, the Uniform Commercial Code - Negotiable Instruments, N.C.G.S. § 25-3-506, the North Carolina Debt Collection Act, N.C.G.S. § 75-50 *et seq.*, the North Carolina common

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

3. This is a class action, filed pursuant to Rule 23 of the North Carolina Rules of Civil Procedure on behalf of all tenants of any North Carolina apartment complex in which Defendant Grubb Management Inc. (hereinafter "Grubb Management") provides property management services, including but not limited to tenants of the apartment complex known as "Sterling Glenwood Apartments" in Raleigh, North Carolina who pursuant to Defendants' standardized policies and procedures, have during the past four (4) years or will in the future (a) receive one or more communications from Defendants that violate North Carolina law as further set forth herein, and/or (b) have paid amounts in excess of those allowed by North Carolina law.

JURISIDICTION AND VENUE

4. The foregoing allegations are incorporated by reference and realleged herein.

5. This Court has jurisdiction over the parties and this action pursuant to N.C.G.S. § 42-44, N.C.G.S. § 25-1-305, N.C.G.S. §§ 75-16 and 56, N.C.G.S. § 1-75.4 and N.C.G.S. § 1-253.

6. Venue is proper under N.C.G.S. § 1-79 in that Defendants maintain a place of business in Wake County, North Carolina, and have regularly engaged in business in Wake County, North Carolina.

PARTIES

7. The foregoing allegations are incorporated by reference and realleged herein.

8. Plaintiff Hargrove is a citizen and resident of Wake County, North Carolina who at all relevant times, leased an apartment from Defendants at Sterling Glenwood Apartments.

9. Plaintiff is a "tenant" subject to the protections of N.C.G.S. § 42-46.

10. Plaintiff is a "consumer" as defined by N.C.G.S. § 75-50.

11. Defendant Grubb Management is, upon information and belief, incorporated under the laws of the state of North Carolina that maintains a place of business in Wake County, North Carolina, and has regularly engaged in business in Wake County, North Carolina.

12. Defendant Grubb Fund Management, LLC ("Grubb Fund") is, upon information and belief, a limited liability corporation incorporated under the laws of the state of North Carolina that maintains a place of business in Wake County, North Carolina, and has regularly engaged in business in Wake County, North Carolina.

13. Defendant Grubb Residential Development Fund III, LLC ("Grubb Residential") is, upon information and belief, a limited liability corporation incorporated under the laws of the state of North Carolina that maintains a place of business in Wake County, North Carolina, and has regularly engaged in business in Wake County, North Carolina.

14. Defendant Glenwood Raleigh Apartments, LLC d/b/a Sterling Glenwood Apartments ("Glenwood Raleigh Apartments") is, upon information and belief, a limited liability corporation incorporated under the laws of the state of North Carolina that maintains a place of business in Wake County, North Carolina, and has regularly engaged in business in Wake County, North Carolina.

15. Defendants are each "landlords" as defined by N.C.G.S. §42-40(3).

16. At all times relevant to this action, Defendants, in the ordinary course of business as the lessors of residential real property, engaged in acts or practices affecting

commerce within the meaning of N.C.G.S. §75-1.1.

17. Defendants are each "debt collectors" as defined by N.C.G.S. § 75-50.

GENERAL BACKGROUND

18. The foregoing allegations are incorporated by reference and realleged herein.

19. Upon information and belief, at all times relevant to the allegations contained herein, Defendants have maintained a uniform, statewide policy of requiring any North Carolina tenant who fails to make a full and complete rental payment, or maintains a balance on their account ledger in excess of $0.00 after the 15th day of any given month to pay court costs, sheriff service fees, and attorneys' fees (collectively the "Court Costs and Attorneys' Fees") in addition to those fees specifically authorized by N.C.G.S. § 42-46 (hereinafter the "Collection Policy").

20. Upon information and belief, pursuant to the Collection Policy, tenants owe, and are required to pay Court Costs and Attorneys' Fees even if: (a) the complaint in summary ejectment had not yet even been filed; (b) the complaint in summary ejectment is dismissed; or (c) a North Carolina Magistrate Judge orders Court Costs and Attorneys' Fees to be assessed against Defendants.

21. Upon information and belief, each and every tenant of a property owned or managed by Defendants, or either of them, is subject to the Collection Policy.

22. Upon information and belief, the Collection Policy is uniformly applied to each and every tenant that resides at any of the apartments owned or managed by Defendants'.

23. Upon information and belief, the Collection Policy is mandatory throughout Defendants' properties; individual managers, employees, associates, or other agents of Defendants have no discretion as to the implementation of the Collection Policy.

24. When a tenant fails to make a full and complete rental payment, or maintains a balance on their account ledger in excess of $0.00 after the 5th day of any given month, Defendants, pursuant to the Collection Policy, charge a late fee of 5% of the tenants' monthly rent and causes written letters to be delivered to the tenant stating that if full payment is not made by or before the 15th day of the month, legal action will be instigated and "Filing/Attorney Fees" will immediately be owed (hereinafter the "Initial Collection Letters").

25. Upon information and belief, the Initial Collection Letters are automatically generated by Defendants' property management system, and pursuant to the Collection Policy, delivered to the tenant.

26. Upon information and belief, pursuant to the Collection Policy, when a tenant fails to make a full and complete rental payment, or maintains a balance on their account ledger in excess of $0.00 on or around the 15th day of any given month, Defendants immediately post to the tenant's account ledger the Court Costs and Attorneys' Fees as immediately due and owing.

27. The Court Costs and Attorneys' Fees posted to a tenant's account ledger are in addition to late fees and the fees specifically authorized by N.C.G.S. § 42-46, including the "Complaint-Filing Fee," which are also posted to the tenant's account.

28. Upon information and belief, pursuant to the Collection Policy, Court Costs and Attorneys' Fees are entered into a tenant's account ledger on or around the 15th day of the month, and prior to a North Carolina court awarding such amounts to Defendants, and sometimes before a complaint in summary ejectment is even filed.

29. At the time the Court Costs and Attorneys' Fees are entered into the account ledger as immediately due and owing, there is no guarantee that Defendants will ever be

awarded such fees by a North Carolina court.

30. Upon information and belief, entering the Court Costs and Attorneys' Fees on a tenant's account ledger as immediately due and owing is mandatory throughout Defendants' North Carolina properties; individual managers, employees, associates, or other agents of Defendants have no discretion as to the implementation of the Collection Policy.

31. Upon information and belief, after causing the Court Costs and Attorneys' Fees to be assessed against the tenant's account ledger, and with no guarantee such amounts will ever be awarded by a North Carolina court, Defendants begin attempting to collect upon the balance contained on the account ledger pursuant to its Collection Policy.

32. Upon information and belief, after the Court Costs and Attorneys' Fees are entered onto an individual's account ledger, there are no occasions in which Defendants will review and reconsider whether such Court Costs and Attorneys' Fees were improperly assessed.

33. Upon information and belief, even if a complaint in summary ejectment filed against a tenant is dismissed or even not awarded, there are no occasions in which Defendants will review and reconsider whether such Court Costs and Attorneys' Fees were improperly assessed.

34. Upon information and belief, after the Court Costs and Attorneys' Fees are entered onto an individual's account ledger, there are no occasions in which Defendants will remove such Court Costs and Attorneys' Fees from an individual tenant's account ledger.

HARGROVE'S FACTS

35. On or about August 16, 2016, Hargrove entered into a lease contract with Defendants for an apartment in Sterling Glenwood Apartments, 3939 Glenwood, Ave., Apt. 313, Raleigh, North Carolina, 27612 ("Apartment 313") for a period from August 21, 2016

through June 20, 2017 (the "Lease"). The Lease is attached hereto as **Exhibit A.**

36. Pursuant to the Lease, Hargrove's total monthly rent for Apartment 313 is $843.00.

37. Pursuant to the Lease, if Hargrove did not pay all of his rent on or before the 5th day of the month, Defendants would charge a late charge of 5% of the monthly rent.

38. In September 2016, Hargrove was late making a payment, and he was charged $42.15 which he subsequently paid on September 16, 2016.

39. On or about October 6, 2016, another late charge in the amount of $42.15 was posted to Hargrove's account ledger pursuant to N.C.G.S. § 42-46(a) (the "Late Charge").

40. On or about October 6, 2016, pursuant to Defendants Collection Policy, Hargrove received the Initial Collection Letter.

41. On October 14, 2016, Defendants initiated a Complaint in Summary Ejectment in the Small Claims Division of Wake County General Court of Justice, alleging Hargrove owed $842.25 in past due rent. See attached **Exhibit B.**

42. On or about October 26, 2016, after the filing of a complaint in summary ejectment against Hargrove, the Court Costs and Attorneys' Fees were placed on his account ledger in the amount of $191.00. See attached **Exhibit C.** However, no hearing had been held at this time and no attorney had appeared in Court to evict Hargrove and/or seek the award of Court Costs and Attorneys' Fees.

43. On or about November 1, 2016, in the judgment in action for summary ejectment to Exhibit C, it was ordered that "the defendant(s) be removed from and the plaintiff be put in possession of the premises described in the complaint" and "costs of this action are taxed to the [Defendants]". See attached **Exhibit D.**

44. After the addition of the Late Charge, Complaint-Filing Fee, and Court Costs and Attorneys' Fees, the amount alleged to be owed on Hargrove's account ledger was $1,108.15.

45. On or about November 1, 2016 at or about the time of the hearing in the action for summary ejectment, Hargrove contacted Defendants' rental office in an attempt to pay the full monthly rental payment. During the conversation that took place on this date, Defendants' agent conveyed to Hargrove that, in addition to the Complaint-Filing Fee authorized by N.C.G.S. § 42-46(e), Court Costs and Attorneys' Fees were also presently due and owed.

46. On or about November 1, 2016, Hargrove made a payment of $2,026.01. This payment included the rent for November 2016 and was equal to what was alleged to be owed by Defendants even including the Complaint-Filing Fee and Court Costs and Attorneys' Fees. See attached **Exhibit C**.

47. Despite the fact that the Court taxed the costs of the action to Defendants, Defendants did not, and have not, refunded the Court Costs and Attorneys' Fees to Hargrove.

COMMON CLASS ALLEGATIONS

48. The foregoing allegations are hereby reincorporated by reference as if fully restated herein.

49. Pursuant to Rule 23 of the North Carolina Rules of Civil Procedure, Plaintiff brings this action individually and on behalf of a class which consists of all tenants of Defendants' Apartments in North Carolina who (a) at any point within the four (4) year period preceding the filing of Plaintiff's Complaint and during its pendency (b) resided in one of Defendants' Apartments in North Carolina (c) were charged Court Costs and Attorneys' Fees prior to a North Carolina court taxing such Court Costs and Attorneys' Fees to the particular individual (d) or actually paid such Court Costs and Attorneys' Fees to Defendants even though

Defendants were not entitled to Court Costs and Attorneys' Fees. Plaintiff reserves the right to amend the class definition.

50. Excluded from the class are: (a) any Judge or Magistrate presiding over this action and members of their families; (b) Defendants and any entity in which Defendants has a controlling interest in Defendants and its legal representatives, assigns and successors; and (c) all persons and entities who properly execute and file a timely request for exclusion from the Class.

51. *Commonality*: Defendants, in renting an apartment unit to Plaintiff and each member of the proposed class, required Hargrove and each proposed class member to sign a residential rental lease agreement drafted by the National Apartment Association and would overcharge the members of the members of the class in excess of the amounts permitted by law when Plaintiff's and tenant's rent was overdue.

52. Within the four (4) year period preceding the filing of Plaintiff's Complaint, Defendants have provided the Initial Collection Letter, or some other written correspondence substantially similar to the Initial Collection Letter, to hundreds of proposed Class members, and pursuant to the same policies and procedures have represented that a tenant will immediately owe Court Costs and Attorneys' Fees on or after the 15th day of the month.

53. Within the four (4) year period preceding the filing of Plaintiff's Complaint, Defendants have charged Court Costs and Attorneys' Fees on or after the 15th day of the month even though they have not been awarded these fees at the time of charging them to the tenants.

54. Defendants' policies and procedures, including the Collection Policy, specifically authorize and require individual managers, employees, associates, or other agents of Defendants to cause written collection notifications, including the Initial Collection Letter, or some other

written correspondence substantially similar to the Initial Collection Letter, to be delivered to members of the Class on or about the 6th day of any month in which a full and complete rental payment is not made.

55. Individual managers, employees, associates, or other agents of Defendants have no discretion as to the implementation of Defendants' policies and procedures, including the Complaint Filing Policy and Collection Policy.

56. Each and every member of the proposed Class is subject to Defendants' policies and procedures.

57. Each member of the proposed Class is a "tenant" subject to the protections of N.C.G.S. § 42-46.

58. Each member of the proposed Class is a "consumer" as defined by N.C.G.S. § 75-50.

59. Furthermore, common questions of law and fact predominate over any individual issues that may be presented, because Defendants have a pattern, practice and policy of communicating with all tenants who have a balance in excess of $0.00 on their account ledger on or around the 6th day of the month as described herein. Common questions include, but are not limited to:

a. Whether Defendants' pattern, practice, and policy of collecting and/or attempting to collect debt through the use of the Initial Collection Letter, or some other written correspondence substantially similar to the Initial Collection Letter, violates N.C.G.S. § 42-46 in that it represents that a specific amount of debt may be increased by Court Costs and Attorneys' Fees prior to the award of such amounts by a North Carolina court;

b. Whether Defendants' pattern, practice, and policy of collecting and/or attempting to collect debt through the use of the Initial Collection Letter, or some other written correspondence substantially similar to the Initial Collection Letter, constitutes a violation of N.C.G.S. § 75-51(8) in that it threatens to increase the amount of debt alleged to be owed with the addition of Court Costs and Attorneys' Fees when such action is not permitted by law prior to an award of such amounts by a North Carolina court;

c. Whether Defendants' pattern, practice, and policy of collecting and/or attempting to collect debt through the use of the Initial Collection Letter, or some other written correspondence substantially similar to the Initial Collection Letter, constitutes a violation of N.C.G.S. § 75-54(4) in that it falsely represents the character, extent, or amount of the debt by stating that a specific amount of will be increased by Court Costs and Attorneys' Fees prior to the award of such amounts by a North Carolina court;

d. Whether Defendants' pattern, practice, and policy of collecting and/or attempting to collect debt through the use of the Initial Collection Letter, or some other written correspondence substantially similar to the Initial Collection Letter, constitutes a violation of N.C.G.S. § 75-54(6) in that it falsely represents that an existing obligation of the consumer may be increased by Court Costs and Attorneys' Fees prior to the award of such amounts by a North Carolina court as against public policy under N.C.G.S.§ 42-46.

60. *Numerosity*: The Class members are so numerous that joinder of all is impractical. The names and addresses of the Class members are readily identifiable through the business records maintained by Defendants, and may be notified of the pendency of this action

by published and/or mailed notice.

61. The requirements of Rule 23 are also met in that this class, upon information and belief, consists of hundreds present and former tenants of Defendants' Apartments who have either already received, or will receive, at least one written collection notifications, including the Initial Collection Letter, or some other written correspondence substantially similar to the Initial Collection Letter, or will receive such a communication in the future unless the illegal policy, practice and procedure is enjoined.

62. *Typicality*: The claims of the Plaintiff are typical of the claims of the proposed class and all are based on the same facts and legal theories, as all such claims arise out of Defendants' conduct.

a. Defendants have a specific policy of attempting to collect debt from each member of the proposed Class Court Costs and Attorneys' Fees through the use of written collection notification templates, including the Initial Collection Letter, or some other written correspondence substantially similar to the Initial Collection Letter immediately upon the expiration of the 5th day of the month.

b. Defendants cause the Initial Collection Letter, or some other written correspondence substantially similar to the Initial Collection Letter, to be delivered to each member of the proposed Class that specifically represents that the debt will be increased by Court Costs and Attorneys' Fees after the disallowance of such amounts by a North Carolina court.

c. Furthermore, Defendants have charged Court Costs and Attorneys' Fees to Plaintiff and Class Members in contravention of the statutes.

63. *Adequate Representation*: The Plaintiff is an adequate representative of the

class in that the Plaintiff does not have antagonistic or conflicting claims with other members of the class. Plaintiff has also retained counsel experienced in the prosecution of complex class actions, including, but not limited to consumer class actions and fair debt collection practices.

64. Neither Plaintiff nor his counsel have any interests that might cause them not to vigorously pursue this action. Plaintiff is aware of his responsibilities to the putative class and has accepted such responsibilities.

65. *Predominance and Superiority*: The class is appropriate for certification because questions of law and fact common to the members of the Class predominate over questions affecting only individual members, and a class action is superior to other available methods for the fair and efficient adjudication of this controversy, since individual joinder of all members of the Class is impracticable. Should individual class members be required to bring separate actions, this Court or courts throughout North Carolina would be confronted with a multiplicity of lawsuits burdening the court system while also creating the risk of inconsistent rulings and contradictory judgments. In contrast to proceeding on a case-by-case basis, in which inconsistent results will magnify the delay and expense to all parties and the court system, this class action presents far fewer management difficulties while providing unitary adjudication, economies of scale and comprehensive supervision by a single court.

66. Further, Defendants have acted and refused to act on grounds generally applicable to the proposed class, thereby making appropriate final injunctive and declaratory relief with respect to the class as a whole.

FIRST CAUSE OF ACTION:
(Violation of the North Carolina Residential Rental Agreements Act N.C.G.S. § 42-46)

67. All paragraphs of this complaint are incorporated herein as if fully restated.

68. Defendants' conduct as described above is subject to N.C.G.S. § 42-46 of the Residential Rental Agreements Act.

69. Defendants' repayment requirement of all or some past rent discounts or rent concessions from its tenants constitutes a *defacto* late fee.

70. Plaintiff and members of the proposed class were each required by Defendants to pay a *defacto* late fee on one or more occasions.

71. N.C.G.S. § 42-46 limits the amount of a late fee in any residential rental agreement with a monthly term to the greater of $15.00 or five percent (5%) of the past-due rent for any specific month. Any late fee charged in excess of this limitation is against North Carolina's public policy and therefore void and unenforceable.

72. Any fee charged in excess of the limitation imposed by N.C.G.S. § 42-46 is against North Carolina's public policy and therefore void and unenforceable.

73. The Court Costs and Attorneys' Fees charged by Defendants to Plaintiff and members of the Class were in excess of the amount allowed under N.C.G.S. § 42-46 and constituted a violation of North Carolina law.

74. The amount of Court Costs and Attorneys' Fees charged by Defendants to Plaintiff and other members of the Class are in excess of the amounts allowed under N.C.G.S. § 42-46.

75. As a proximate result of Defendants' conduct, Plaintiff and all members of the Classes were damaged and are entitled to recover all amounts of Court Costs and Attorneys' Fees paid to Defendants in violation of N.C.G.S. § 42-46. This amount is in excess of $25,000.

SECOND CAUSE OF ACTION

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

76. All paragraphs of this complaint are incorporated herein as if fully restated.

77. Plaintiff and each member of the Class is a "consumer," as that term is defined by N.C.G.S. § 75-50.

78. The amount purportedly owed to Defendants by Plaintiff and each member of the Proposed Classes is a "debt," as that term is defined by N.C.G.S. § 75-50.

79. At all times relevant to this action, Defendants, in the ordinary course of business as lessors of residential rental property, engaged in acts or practices affecting commerce within the meaning of N.C.G.S. §75-1.1.

80. Defendants, in seeking to recover past due rent, fees, and other charges, are "debt collectors" as defined by the North Carolina Debt Collection Act ("NCDC"), N.C.G.S. § 75-50.

81. Defendants' actions described above constitute the collection of a "debt" under N.C.G.S.§ 75-50.

82. Defendants are subject to the requirements of N.C.G.S.§ 75-50 *et seq.*, that prohibits certain activities by debt collectors.

83. N.C.G.S.§ 75-54(2) makes it unlawful to fail to disclose in all communications attempting to collect a debt that the purpose of the communication is to collect a debt.

84. Defendants' communications as described above constituted "communications attempting to collect a debt" subject to the disclosure requirements of N.C.G.S.§ 75-54 (2).

85. Defendants' communications to Hargrove and members of the Class as described above attempted to collect a debt owed by Plaintiff and members of the Plaintiff

Classes without disclosing that the purpose of the communication was to collect a debt, in violation of N.C.G.S.§ 75-54 (2).

86. N.C.G.S. §75-55 (2) makes it unlawful for a debt collector to collect or attempt to collect from a consumer any interest or other charge, fee or expense incidental to the principal debt unless legally entitled to such fee, charge or expense.

87. A violation of either N.C.G.S § 42-46 or N.C.G.S.§ 75-55 (2) by Defendants in this matter constitutes an unfair debt collection under Chapter 75.

88. Defendants collected or attempted to collect from Plaintiff and members of the class a charge, fee or expense incidental to the principal debt of the monthly rent owed, that was legally prohibited under N.C.G.S. 42-46, in violation of N.C.G.S. §75-55 (2).

89. Defendants collected or attempted to collect from Plaintiff and members of the class a charge, fee or expense incidental to the principal debt of the monthly rent owed, that was an illegal and unenforceable penalty, in violation of N.C.G.S. §75-55 (2).

90. Defendants actions in violation of North Carolina's Unfair Debt Collection Act were willful.

91. Plaintiff and each member of the proposed Plaintiff class were injured by Defendants' actions and are entitled to damages to be established at trial as well as statutory damages per violation in an amount of $4,000.00 resulting from each of Defendants' unfair debt collection practices pursuant to N.C.G.S. §75-56.

92. Plaintiff and each member of the Class were injured and sustained damages by Defendants' actions and are entitled to actual damages to be established at trial as well as statutory damages for each violation in the maximum amount allowed by law, as well as reasonable attorneys' fees for an amount in excess of $25,000.00.

THIRD CAUSE OF ACTION

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

93. All paragraphs of this complaint are incorporated herein as if fully restated.

94. At all times relevant herein, Defendants were engaged in commerce in the State of North Carolina.

95. The conduct of Defendants as set forth herein is against the established public policy of the State of North Carolina; is unethical, oppressive, unscrupulous, and substantially injurious to the consumers of North Carolina; and has the capacity and tendency to deceive the average consumer.

96. The matters alleged herein were done willfully.

97. Plaintiff and members of the Class suffered actual injury as a result of Defendants' unfair actions. Such injury consists of, but is not limited to emotional distress damages and money damages resulting from Defendants' demanding and obtaining fees and costs in excess of amounts allowed pursuant to North Carolina law from Plaintiff and each member of the Class.

98. Defendants' actions were in or affecting commerce and constitute unfair and deceptive trade practices, which are proscribed by Chapter 75 of the North Carolina General Statutes.

99. Plaintiff and each member of the Class have been damaged and are entitled to recover treble damages and attorneys' fees incurred in this action.

FOURTH CAUSE OF ACTION

(Petition for Injunction N.C.G.S. § 1-485, *et seq.*)

100. All paragraphs of this complaint are incorporated herein as if fully restated.

101. Hargrove and each member of the Class seek a temporary and permanent

injunction enjoining Defendants from attempting to unlawfully collect upon debt as set forth herein pursuant to N.C.G.S. § 1-485, *et. seq.*

FIFTH CAUSE OF ACTION
(Petition for Declaratory Judgment N.C.G.S. § 1-253, *et seq.*)

102. All paragraphs of this complaint are incorporated herein as if fully restated.

103. Hargrove and the members of the Class file this Petition for a Declaratory Judgment under N.C.G.S. Chapter 1, Article 25, and the Court has jurisdiction of this matter under such statute.

104. Hargrove and the members of the Class have an actual controversy with Defendants resulting from Defendants' erroneous interpretation of the applicable law.

PRAYER FOR RELIEF

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

1. Assume jurisdiction over this action;

2. Certify the Class and appointing Plaintiff and his counsel to represent the classes;

3. Issue a declaratory judgment that Defendants' actions as set forth herein violated the rights of Plaintiff and each member of the Proposed Classes pursuant to N.C.G.S. § 75-54, or in the alternative N.C.G.S. § 75-1.1;

4. Issue a declaratory judgment that Defendants' actions as set forth herein violated the rights of Plaintiff and each member of the Proposed Classes pursuant to N.C.G.S. § 75-55, or in the alternative N.C.G.S. § 75-1.1;

5. Issue a declaratory judgment that Defendants' Standard Lease and any substantially similar residential lease agreement used by Defendants is contrary to N.C.G.S. § 42-46 and therefore void and unenforceable as against public policy;

6. Enjoin Defendants from collecting or attempting to collect any payment of Court Costs and Attorneys' Fees from members of the Proposed Classes unless and until a North Carolina court taxes the costs of such action against a tenant;

7. Award Plaintiff and each member of the Proposed Classes compensatory damages in an amount to be determined at trial;

8. Award Plaintiff and each member of the Proposed Classes punitive damages amount to be determined at trial;

9. Award Plaintiff and each class member a statutory penalty in the amount of no more than $4,000 for each violation of N.C.G.S. § 75-50 *et seq.*;

10. Award Plaintiff and each class member damages calculated pursuant to N.C.G.S. § 75-8 for each week that Defendants' illegal conduct occurred;

11. Award Plaintiff all statutory and actual damages to which he is entitled separate and apart from the Proposed Classes in an amount in excess of $25,000.00;

12. Treble all damages resulting from a violation of N.C.G.S. § 42-46 in accordance with N.C.G.S. § 75-1.1;

13. Award attorneys' fees to Plaintiff and members of the Proposed Classes pursuant to N.C.G.S. § 75-16.1;

14. Tax the costs of this action to Defendants, or any of them;

15. Allow a trial by jury on all issues so triable; and

16. Grant Plaintiff and the members of the Proposed Classes such other and further relief as the Court deems just and proper.

Respectfully submitted on this 30th day of June, 2017.

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Apartment Lease Contract

NATIONAL APARTMENT ASSOCIATION

Date of Lease Contract: August 16, 2016
(when the Lease Contract is filled out)

This is a binding document. Read carefully before signing.

Moving In — General Information

1. PARTIES. This Lease Contract (sometimes referred to as the "lease") is between *you*, the resident(s) *(list all people signing the Lease Contract)*:
Jordon Hargrove

and *us*, the owner:
Glenwood Raleigh Apartments, LLC

(name of apartment community or title holder). You've agreed to rent Apartment No. 313, at 3939 Glenwood Avenue *(street address)* in Raleigh *(city)*, North Carolina, 27612 *(zip code)* for use as a private residence only. The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner listed above (or any of owner's successors' in interest or assigns). Written notice to or from our managers constitutes notice to or from us. If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract Guaranty for each guarantor is attached.

2. OCCUPANTS. The apartment will be occupied only by you and *(list all other occupants not signing the Lease Contract)*:

No one else may occupy the apartment. Persons not listed above must not stay in the apartment for more than 2 consecutive days without our prior written consent, and no more than twice that many days in any one month.

3. LEASE TERM. The initial term of the Lease Contract begins on the 21st day of August, 2016, and ends at midnight the 20th day of June, 2017. This Lease Contract will automatically renew month-to-month unless either party gives at least 60 days written notice of termination or intent to move-out as required by paragraph 36. If the number of days isn't filled in, at least 30 days notice is required.

4. SECURITY DEPOSIT. Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract for all residents in the apartment is $843.00, due on or before the date this Lease Contract is signed, to be administered in accordance with the North Carolina Tenant Security Deposit Act, N.C.G.S. § 42-50 et seq.

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

☒ Deposit the security deposit in a trust account with (name of bank or savings institution) Glenwood Raleigh Apts
located at (address) Bank of America, 4325 Glenwood Avenue Raleigh NC.

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 paragraphs 40 and 41 of this Lease Contract.

5. KEYS AND FURNITURE. You will be provided 2 apartment key(s), 1 mailbox key(s), and 1 other access devices for key fob. Your apartment will be *[check one]*: ☐ furnished or ☒ unfurnished.

6. RENT AND CHARGES. Unless modified by addenda, you will pay $843.00 per month for rent, payable in advance and without demand:

☒ at the on-site manager's office, or
☒ at our online payment site, or
☐ at _____.

Prorated rent of $299.13 is due for the remainder of *[check one]*: ☒ 1st month or ☐ 2nd month, on August 21, 2016.

Otherwise, you must pay your rent on or before the 1st day of each month (due date) with no grace period. Cash is unacceptable without our prior written permission. You must not withhold or offset rent unless authorized by statute. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. If you don't pay all rent on or before the 5 day of the month, you'll pay a late charge of 5% of the rental payment or $15.00, whichever is greater. You'll also pay a charge of $25.00 as provided by law for each returned check or rejected electronic payment. If you don't pay rent on time, you'll be delinquent and all remedies under this Lease Contract will be authorized. We'll also have all other remedies for such violation.

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

☐ water ☐ gas ☐ electricity ☐ master antenna.
☐ wastewater ☐ trash ☐ cable TV ☐ other _____

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

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

We urge you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like.

Additionally, you are *[check one]* ☒ required to purchase personal liability insurance ☐ not required to purchase personal liability insurance. If no box is checked, personal liability insurance is not required. If required, failure to maintain personal liability insurance is an incurable breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law.

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

9. LOCKS AND LATCHES. Keyed lock(s) will be rekeyed after the prior resident moves out. The rekeying will be done either before you move in or, if the apartment has a keyless deadbolt on each exterior door, within 10 days after you move in.

You may at any time ask us to: (1) install one keyed deadbolt lock on an exterior door if it does not have one; (2) install a bar and/or sliding door pinlock on each sliding glass door; (3) install one keyless deadbolt on each exterior door; (4) install one doorviewer on each exterior door; and (5) change or rekey locks or latches during the lease term. We must comply with those requests, but you must pay for them.

What You Are Now Requesting. You now request the following to be installed at your expense (if one is not already installed), subject to any statutory restrictions on what you may request.

☒ keyed deadbolt lock ☐ doorviewer
☐ keyless deadbolt ☐ sliding door pinlock
☐ sliding door bar

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

EXHIBIT A

PENGAD 800-631-6989

08162016050

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Special Provisions and "What If" Clauses

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

The online payment site is available the 1st through the 5th.

See any additional special provisions.

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

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

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

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

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

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

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

(B) ABANDONED PROPERTY

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

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

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

14. RENT INCREASES AND LEASE CONTRACT CHANGES. No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph 10, by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under paragraph 17. If, at least 5 days before the advance notice deadline referred to in paragraph 3, we give you written notice of rent increases or lease changes effective when the lease term or renewal period ends, this Lease Contract will automatically continue month-to-month with the increased rent or lease changes. The new modified Lease Contract will begin on the date stated in the notice (without necessity of your signature) unless you give us written move-out notice under paragraph 36.

15. DELAY OF OCCUPANCY. If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. Termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment.

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

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

(2) If we give written notice to any of you before the initial term as set forth in Paragraph 3 and the notice states that construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease Contract within 7 days after any of you receives written notice, but not later. The readiness date is considered the new initial term as set forth in Paragraph 3 for all purposes. This new date may not be moved to an earlier date unless we and you agree.

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

While You're Living in the Apartment

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

18. LIMITATIONS ON CONDUCT. The apartment and other areas reserved for your private use must be kept clean. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in all common areas. You, your occupants, or guests may not anywhere in the apartment community: use candles or use kerosene lamps or kerosene heaters without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in your apartment or in the apartment community is prohibited—except that any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas. You'll be liable to us for damage caused by you or any guests or occupants.

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

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

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

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

(1) has a flat tire or other condition rendering it inoperable; or
(2) is on jacks, blocks or has wheel(s) missing; or
(3) has no current license or no current inspection sticker; or
(4) takes up more than one parking space; or
(5) belongs to a resident or occupant who has surrendered or abandoned the apartment; or
(6) is parked in a marked handicap space without the legally required handicap insignia; or
(7) is parked in space marked for manager, staff, or guest at the office; or
(8) blocks another vehicle from exiting; or
(9) is parked in a fire lane or designated "no parking" area; or
(10) is parked in a space marked for other resident(s) or unit(s); or
(11) is parked on the grass, sidewalk, or patio; or
(12) blocks garbage trucks from access to a dumpster.

21. RELEASE OF RESIDENT. Unless you're entitled to terminate this Lease Contract under paragraphs 10, 15, 22, or 36, you won't be released from this Lease Contract for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.

22. MILITARY PERSONNEL CLAUSE. You may terminate the Lease Contract if you enlist or are drafted or commissioned in the U.S. Armed Forces. You also may terminate the Lease Contract if:

(1) you are (i) a member of the U.S. Armed Forces or reserves on active duty or (ii) a member of the National Guard called to active duty for more than 30 days in response to a national emergency declared by the President; *and*
(2) you are either (i) given change-of-station orders to permanently depart the local area, (ii) deployed with a military unit for 90 days or more, *or* (iii) relieved or released from active duty.

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

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

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

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

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

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

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

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

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

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

26. ANIMALS. *No animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the apartment or apartment community unless we've so authorized in writing.* If we allow an animal, you must sign a separate animal addendum, which may require additional deposits, rents, fees or other charges. This additional deposit is considered a part of the general security deposit. You must remove an illegal animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. We will authorize a support animal for a disabled (handicapped) person. We may require a written statement from a qualified professional verifying the need for the support animal. You must not feed stray or wild animals.

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

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

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

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

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

Replacements

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

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

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

Responsibilities of Owner and Resident

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

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

31. DEFAULT BY RESIDENT. **You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: (1) you don't pay rent or other amounts that you owe when due; (2) you or any guest or occupant violates the apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (3) you abandon the apartment; (4) you give incorrect or false answers in a rental application; (5) you or any occupant is arrested, convicted, or** given deferred adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia **under state statute; (6) any illegal drugs or paraphernalia** are found in your apartment; **(7) you or any guest or occupant engages in any of the prohibited conduct in Paragraph 19; or (8) you or any occupant, in bad faith, makes an invalid complaint to an official or employee of a utility company or the government.**

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

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

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

(1) **Complaint Filing Fee.** If you are in default of this Lease Contract and if we file and serve a summary ejectment complaint or a complaint for money owed against you, and if we elect to dismiss the complaint after you cure the default, you shall owe Us a Complaint Filing Fee equal to $15.00 or five percent (5%) of the monthly rent, whichever is higher. If the rent is subsidized by a government entity, the Complaint Filing Fee will be $15.00 or 5% of your share of the monthly rent, whichever is higher.

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

(3) **Second Trial Fee.** In the event that (i) you appeal a judgment of a magistrate and (ii) we prove that you are in default of the lease at the new trial and (iii) we obtain a judgment against you at the new trial, you shall owe us—in lieu of the Complaint Filing Fee and Court Appearance Fee—a Second Trial Fee equal to twelve percent (12%) of the monthly rent. If the monthly rent is subsidized by a government entity, the Second Trial Fee will be 12% of your share of monthly rent.

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

General Clauses

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

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

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

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

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

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

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

33. PAYMENTS. At our option and without notice, we may apply money received (other than sale proceeds under paragraph 12, late fees under paragraph 6, or utility payments subject to governmental regulations) first to any of your unpaid obligations, then to current rent—regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than rent are due upon our demand. After the due date, we do not have to accept the rent or any other payments.

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

Security Guidelines for Residents

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

PERSONAL SECURITY—WHILE INSIDE YOUR APARTMENT

1. Lock your doors and windows—even while you're inside.
2. Engage the keyless deadbolts on all doors while you're inside.
3. When answering the door, see who is there by looking through a window or peephole. If you don't know the person, first talk with him or her without opening the door. Don't open the door if you have any doubts.
4. If children (who are old enough to take care of themselves) are left alone in your apartment, tell them to use the keyless deadbolt and refuse to let anyone inside while you are gone—regardless of whether the person is a stranger or an apartment maintenance or management employee.
5. Don't put your name, address, or phone number on your key ring.
6. If you're concerned because you've lost your key or because someone you distrust has a key, ask the management to rekey the locks. You have a right to have that done, as long as you pay for the rekeying.
7. Dial 911 for emergencies. If the 911 number does not operate in your area, keep phone numbers handy for the police, fire, and emergency medical services. If an emergency arises, call the appropriate governmental authorities first, then call the management.
8. Check your smoke detector and carbon monoxide detector monthly to make sure it is working properly and the batteries are still okay.
9. Check your doorlocks, window latches, and other devices regularly to be sure they are working properly.
10. If your doors or windows are unsecure due to break-ins or malfunctioning locks or latches, stay with friends or neighbors until the problem is fixed.
11. Immediately report to management—in writing, dated and signed—any needed repairs of locks, latches, doors, windows, smoke detectors, and alarm systems.
12. Immediately report to management—in writing, dated and signed—any malfunction of other safety devices outside your apartment, such as broken gate locks, burned-out lights in stairwells and parking lots, blocked passages, broken railings, etc.
13. Close curtains, blinds, and window shades at night.
14. Mark or engrave your driver's license number or other identification on valuable personal property.

PERSONAL SECURITY—WHILE OUTSIDE YOUR APARTMENT

15. Lock your doors while you're gone. Lock any door handle lock, keyed deadbolt lock, sliding door pin lock, sliding door handle latch, and sliding door bar that you have.
16. Leave a radio or TV playing softly while you're gone.
17. Close and latch your windows while you're gone, particularly when you're on vacation.
18. Tell your roommate or spouse where you're going and when you'll be back.
19. Don't walk alone at night. Don't allow your family to do so.
20. Don't hide a key under the doormat or a nearby flowerpot. These are the first places a burglar will look.
21. Don't give entry keys, codes or electronic gate cards to anyone.
22. Use lamp timers when you go out in the evening or go away on vacation. They can be purchased at most hardware stores.
23. Let the manager and your friends know if you'll be gone for an extended time. Ask your neighbors to watch your apartment since the management cannot assume that responsibility.
24. While on vacation, temporarily stop your newspaper and mail delivery, or have your mail and newspaper picked up daily by a friend.
25. Carry your door key in your hand, whether it is daylight or dark, when walking to your entry door. You are more vulnerable when looking for your keys at the door.

PERSONAL SECURITY—WHILE USING YOUR CAR

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

PERSONAL SECURITY AWARENESS

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

When Moving Out

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

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

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

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

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

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

40. SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES. We may deduct sums from your security deposit for charges related to the following: your possible non-payment of rent, costs of water and sewer services provided, damage to the premises, damage or destruction of 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.

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

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

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

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

Signatures, Originals and Attachments

42. ORIGINALS AND ATTACHMENTS. This Lease Contract has been executed in multiple originals, with original signatures—one for you and one or more for us. Our rules and community policies, if any, will be attached to the Lease Contract and given to you at signing. When an Inventory and Condition form is completed, both you and we should retain a copy. The items checked below are attached to this Lease Contract and are binding even if not initialed or signed.

- [x] Animal Addendum
- [x] Inventory and Condition Form
- [x] Mold Addendum
- [ ] Enclosed Garage Addendum
- [x] Community Policies Addendum
- [ ] Lease Contract Guaranty (_____ guaranties, if more than one)
- [ ] Notice of Intent to Move Out Form
- [ ] Parking Permit or Sticker (quantity: _____)
- [x] Satellite Dish or Antenna Addendum
- [ ] Asbestos Addendum (if asbestos is present)
- [x] Lead Hazard Information and Disclosure Addendum (federal)
- [x] Utility Addendum
- [x] Remote Control, Card or Code Access Gate Addendum
- [ ] Intrusion Alarm Addendum
- [x] Other Bed Bug Addendum
- [x] Other Renter's Insurance Addend

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

Resident or Residents *(all sign below)*

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

Address and phone number of owner's representative for notice purposes
3939 Glenwood Avenue
Raleigh, NC 27612
(919) 787-2238

Name and address of locator service *(if applicable)*

Date form is filled out *(same as on top of page 1)* 08/16/2016

SPECIAL PROVISIONS (CONTINUED FROM PAGE 2)

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Animal Addendum

Becomes part of Lease Contract

NATIONAL APARTMENT ASSOCIATION

Date: August 16, 2016
(when this Addendum is filled out)

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

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

1. DWELLING UNIT DESCRIPTION. Unit No. 313, at 3939 Glenwood Avenue *(street address)* in Raleigh *(city)*, North Carolina, 27612 *(zip code)*.

2. LEASE CONTRACT DESCRIPTION.
Lease Contract date: August 16, 2016
Owner's name: Glenwood Raleigh Apartments, LLC

Residents *(list all residents)*: Jordon Hargrove

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

3. CONDITIONAL AUTHORIZATION FOR ANIMAL. You may keep the animal that is described below in the dwelling until the Lease Contract expires. But we may terminate this authorization sooner if your right of occupancy is lawfully terminated or if in our judgment you and your animal, your guests, or any occupant violate any of the rules in this Addendum.

4. ANIMAL DEPOSIT. An animal deposit of $ _____ will be charged. We *[check one]* ☐ will consider, or ☐ will not consider this additional security deposit the general security deposit for all purposes. The security deposit amount in Provision 4 of the Lease Contract *[check one]* ☐ *does*, or ☐ *does not include* this additional deposit amount. Refund of the animal deposit will be subject to the terms and conditions set forth in the Lease Contract regardless of whether it is considered part of the general security deposit.

5. ADDITIONAL MONTHLY RENT. Your total monthly rent (as stated in the Lease Contract) will be increased by $ 20.00. The monthly rent amount in Provision 6 of the Lease Contract *[check one]* ☐ includes ☐ does not include this additional animal rent.

6. ADDITIONAL FEE. You must also pay a one-time, non-refundable fee of $ 250.00 for having the animal in the dwelling unit. It is our policy to not charge a deposit for support animals.

7. LIABILITY NOT LIMITED. The additional monthly rent and additional security deposit under this Animal Addendum do not limit residents' liability for property damages, cleaning, deodorization, defleaing, replacements, or personal injuries.

8. DESCRIPTION OF ANIMAL(S). You may keep only the animal(s) described below. You may not substitute any other animal(s). Neither you nor your guests or occupants may bring any other animal(s)-mammal, reptile, bird, amphibian, fish, rodent, arachnid, or insect-into the dwelling or apartment community.

Animal's name: Mumford
Type: Cat
Breed: Domestic
Color: gray
Weight: 10 Age: 1
City of license: _____
License no.: _____
Date of last rabies shot: _____
Housebroken? _____
Animal owner's name: _____

Animal's name: no pet on file
Type: _____
Breed: _____
Color: _____
Weight: _____ Age: _____
City of license: _____
License no.: _____
Date of last rabies shot: _____
Housebroken? _____
Animal owner's name: _____

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

10. EMERGENCY. In an emergency involving an accident or injury to your animal, we have the right, but not a duty, to take the animal to the following veterinarian for treatment, at your expense.
Doctor: _____
Address: _____
City/State/Zip: _____
Phone: _____

11. ANIMAL RULES. You are responsible for the animal's actions at all times. You agree to abide by these rules:

- The animal must not disturb the neighbors or other residents, regardless of whether the animal is inside or outside the dwelling.
- Dogs, cats, and support animals must be housebroken. All other animals must be caged at all times. No animal offspring are allowed.
- Inside, the animal may urinate or defecate *only* in these designated areas: _____
- Outside, the animal may urinate or defecate *only* in these designated areas: _____
- Animals may not be tied to any fixed object anywhere outside the dwelling units, except in fenced yards (if any) for your exclusive use.

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- You must not let an animal other than support animals into swimming-pool areas, laundry rooms, offices, clubrooms, other recreational facilities, or other dwelling units.
- Your animal must be fed and watered inside the dwelling unit. Don't leave animal food or water outside the dwelling unit at any time, except in fenced yards (if any) for your exclusive use.
- You must keep the animal on a leash and under your supervision when outside the dwelling or any private fenced area. We or our representative may pick up unleashed animals and/or report them to the proper authorities. We may impose reasonable charges for picking up and/or keeping unleashed animals.
- Unless we have designated a particular area in your dwelling unit or on the grounds for animal defecation and urination, you are prohibited from letting an animal defecate or urinate *anywhere* on our property. You must take the animal off our property for that purpose. If we allow animal defecation inside the dwelling unit in this Addendum, you must ensure that it's done in a litter box with a kitty litter-type mix. If the animal defecates anywhere on our property (including in a fenced yard for your exclusive use), you'll be responsible for immediately removing the waste and repairing any damage. Despite anything this Addendum says, you must comply with all local ordinances regarding animal defecation.

12. ADDITIONAL RULES. We have the right to make reasonable changes to the animal rules from time to time if we distribute a written copy of any changes to every resident who is allowed to have animals.

13. VIOLATION OF RULES. If you, your guest, or any occupant violates any rule or provision of this Animal Addendum (based upon our judgment) and we give you written notice, you must remove the animal immediately and permanently from the premises. We also have all other rights and remedies set forth in the Lease Contract, including damages, eviction, and attorney's fees to the extent allowed by law.

14. COMPLAINTS ABOUT ANIMAL. You must immediately and permanently remove the animal from the premises if we receive a reasonable complaint from a neighbor or other resident or if we, in our sole discretion, determine that the animal has disturbed neighbors or other residents.

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

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

16. MOVE-OUT. When you move out, you'll pay for defleaing, deodorizing, and shampooing to protect future residents from possible health hazards, regardless of how long the animal was there. We—not you—will arrange for these services.

17. MULTIPLE RESIDENTS. Each resident who signed the Lease Contract must sign this Animal Addendum. You, your guests, and any occupants must follow all animal rules. Each resident is jointly and severally liable for damages and all other obligations set forth in this Animal Addendum, even if the resident does not own the animal.

18. GENERAL. You acknowledge that no other oral or written agreement exists regarding animals. Except for written rule changes under paragraph 9 above, our representative has no authority to modify this Animal Addendum or the animal rules except in writing. This Animal Addendum and the animal rules are considered part of the Lease Contract described above. It has been executed in multiple originals, one for you and one or more for us.

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

Resident or Residents *(All resident's must sign)*	Owner or Owner's Representative *(Signs below)*
Jordon Hargrove	Amanda Aikin

Jordon Hargrove

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North Carolina/National Apartment Association Official Form, January 2013
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UTILITY and SERVICES ADDENDUM

NATIONAL APARTMENT ASSOCIATION

This Utility Addendum is incorporated into the Lease Contract (referred to in this addendum as "Lease Contract" or "Lease") dated August 16, 2016 between Glenwood Raleigh Apartments, LLC ("We") and Jordon Hargrove ("You") of Apt. No. 313 located at 3939 Glenwood Avenue (street address) in Raleigh, NC 27612 and is in addition to all terms and conditions in the Lease. To the extent that the terms of this Utility Addendum conflict with those of the Lease, this Utility Addendum shall control.

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

   a) **Water** service to your dwelling and costs will be paid by you either:
   - ☐ Directly to the water service provider(s); or
   - ☒ Water service will be billed by the service provider to us and then allocated to you based on sub-metering of all your water use.

   b) **Sewer** service to your dwelling and costs will be paid by you either:
   - ☐ Directly to the sewer service provider(s); or
   - ☒ Sewer service will be billed by the service provider to us and then allocated to you based on sub-metering of all your water use.

   c) **Gas** service to your dwelling and costs will be paid by you directly to the gas service provider(s):

   d) **Trash** service to your dwelling and costs will be paid by you either:
   - ☐ Directly to the trash service provider(s); or
   - ☒ Trash service will be billed to you based on the following formula:

   (NOTE: if flat rate is selected, the flat rate for trash service is $ 12.00 per month.)

   e) **Electric** service to your dwelling and costs will be paid by you directly to the electric service provider(s):

   f) (Other) _____ service to your dwelling and costs will be paid by you either:
   - ☐ Directly to the service provider(s); or
   - ☐ This service will be billed by the service provider to us and allocated to you based on the following formula:

   (NOTE: if flat rate is selected, the flat rate for this service is $ _____ per month.)

   METERING/ALLOCATION METHOD KEY
   "1" - Sub-metering of all of your water/gas/electric use
   "2" - Flat rate per month
   "3" - Allocation based on the number of persons residing in your dwelling unit
   "4" - Allocation based on the number of persons residing in your dwelling unit using a ratio occupancy formula
   "5" - Allocation based on square footage of your dwelling unit
   "6" - Allocation based on a combination of square footage of your dwelling unit and the number of persons residing in your dwelling unit
   "7" - Allocation based on the number of bedrooms in your dwelling unit
   "8" - Allocation based on a lawful formula not listed here
   (Note: if "8" is selected, a separate "Exhibit A" will be attached describing the formula used)

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

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

3. When billed by us directly or through our billing company, you payment of utility and/or services bills must be received within 5 days of the date when the bill is issued at the place indicated on your bills, or the payment will be late. The late payment of a bill or failure to pay any utility and/or services bill is a material breach of the Lease and we will exercise all lawful remedies available under the Lease. To the extent there is a billing fee for the production of any utility or services bill by us or our billing company, you shall pay such billing fee in an amount not to exceed $3.75 or any higher amount as approved by the North Carolina Utilities Commission.

4. You will be charged for the full period of time that you are living in, occupying, or responsible for payment of rent and utility or service charges on the dwelling. If you breach the Lease, you will be responsible for utility and service charges for the time period you were obligated to pay the charges under the Lease, subject to our mitigation of damages. In the event you fail to timely establish non-water/sewer utilities and services accounts for which you are responsible, we may charge you for any such utilities and services billed to us with respect to your dwelling.

5. When you move out, you will receive a final bill, which may be estimated by us based on your prior utility and services usage. This bill must be paid at the time you move out or it will be deducted from the security deposit, as permitted by state law. Unless prohibited by law, bills may also be estimated on a temporary basis when necessary due to equipment malfunctions or other problems.

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6. We are not liable for any losses or damages you incur as a result of outages, interruptions, or fluctuations in utilities or any other services provided to the dwelling unless such loss or damage was the direct result of an intentional or negligent act or omission by us or our employees. You release us from any and all such claims and waive any claims for offset or reduction of rent or diminished rental value of the dwelling due to such outages, interruptions, or fluctuations.

7. You agree not to tamper with, adjust, or disconnect any utility or services sub-metering system or device. Violation of this provision is a material breach of your Lease and may subject you to eviction or other remedies available to us under your Lease and this Addendum.

8. Owner has the sole authority to select and approve all utility and services providers who may provide services to Resident(s) at the dwelling community, to the extent not prohibited by law.

9. Where lawful, all utilities, charges and fees of any kind under this lease (except water and sewer charges) shall be considered additional rent, and if partial payments are accepted by the Owner, they will be allocated first to non-rent charges and to rent last.

10. This Addendum shall be enforced to the fullest extent lawful. This Addendum is designed for use in multiple jurisdictions, and no billing method, charge, or fee mentioned herein will be used in any jurisdiction where such use would be unlawful. Any determination by a court of competent jurisdiction that a provision of this Addendum is legally invalid or unenforceable shall not diminish the validity or enforceability of the remaining provisions.

11. Special Provisions. The terms of this section supersede any other conflicting terms of this Addendum.

The electricity must be maintained in the residents name throughout the term of the lease if not a service fee will be charged of $10.00. You shall also be billed and pay for stormwater by the third party building provider. Your stormwater monthly charges will be calculated in the following manner; property charges for stormwater will be divided equally amongst all units, which amount represents the approximater per unit cost incurred by the property. This amount may be changed upon 30 days prior written notice.

I have read, understand and agree to comply with the preceding provisions: *[All residents must sign here]*

Resident Signature _____ Date 08/16/2016

Resident Signature _____ Date _____

Resident Signature _____ Date _____

Resident Signature _____ Date _____

Owner Representative Amanda Aden Date 08/16/2016

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Jordon Hargrove

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Bed Bug Addendum

Date: August 16, 2016
(when this Addendum is filled out)

NATIONAL APARTMENT ASSOCIATION

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. 313, 3939 Glenwood Avenue *(street address)* in Raleigh *(city)*, North Carolina, 27612 *(zip code)*.

2. LEASE CONTRACT DESCRIPTION.
Lease Contract date: August 16, 2016
Owner's name: Glenwood Raleigh Apartments, LLC

Residents *(list all residents)*: Jordon Hargrove

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

5. INFESTATIONS.

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

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

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

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

9. RESPONSIBILITIES. You may be required to pay all reasonable costs of cleaning and pest control treatments incurred by us to treat your dwelling unit for bed bugs. If we confirm the presence or infestation of bed bugs after you vacate your dwelling, you may be responsible for the cost of cleaning and pest control treatments. If we must move other residents in order to treat adjoining or 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. TRANSFERS. If we allow you to transfer to another dwelling in the community because of the presence of bed bugs, you must have your personal property and possessions treated according to accepted treatment methods or procedures established by a licensed pest control professional. You must provide proof of such cleaning and treatment to our satisfaction.

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BED BUGS — A Guide for Rental Housing Residents

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

Bed bugs don't discriminate
Bed bugs increased presence across the United States in recent decades can be attributed largely to a surge in international travel and trade. It's no surprise then that bed bugs have been found time and time again to have taken up residence in some of the fanciest hotels and apartment buildings in some of the nation's most expensive neighborhoods.

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

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

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

Bed bugs don't transmit disease
There exists no scientific evidence that bed bugs transmit disease. In fact, federal agencies tasked with addressing pest of public health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have refused to elevate bed bugs to the threat level posed by disease transmitting pests. Again, claims associating bed bugs with disease are false.

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

- Bedding
- Bed frames
- Mattress seams
- Upholstered furniture, especially under cushions and along seams
- Around, behind and under wood furniture, especially along areas where drawers slide
- Curtains and draperies
- Along window and door frames
- Ceiling and wall junctions
- Crown moldings
- Behind and around wall hangings and loose wallpaper
- Between carpeting and walls (carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in walls and floors
- Inside electronic devices, such as smoke and carbon monoxide detectors
- Because bed bugs leave some persons with itchy welts strikingly similar to those caused by fleas and mosquitoes, the origination of such markings often go misdiagnosed. However, welts caused by bed bugs often times appear in succession and on exposed areas of skin, such as the face, neck and arms. In some cases, an individual may not experience any visible reaction resulting from direct contact with bed bugs.
- While bed bugs typically prefer to act at night, they often do not succeed in returning to their hiding spots without leaving traces of their presence through fecal markings of a red to dark brown color, visible on or near beds. Blood stains tend also to appear when the bugs have been squashed, usually by an unsuspecting host in their sleep. And, because they shed, it's not uncommon for skin casts to be left behind in areas typically frequented by bed bugs.

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

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

Bed bug do's and don'ts

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

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

Resident or Residents *(All residents must sign)*	Owner or Owner's Representative *(Signs below)*
Jordon Hargrove	Amanda Aiken
	Date of Signing Addendum
	08/16/2016

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

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North Carolina National Apartment Association Official Form, June, 2013
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Mold Information and Prevention Addendum

NATIONAL APARTMENT ASSOCIATION

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

1. DWELLING UNIT DESCRIPTION. Unit No. 313, 3939 Glenwood Avenue *(street address)* in Raleigh *(city)*, North Carolina, 27612 *(zip code)*.

2. LEASE CONTRACT DESCRIPTION.
Lease Contract date: August 16, 2016
Owner's name: Glenwood Raleigh Apartments, LLC
Residents *(list all residents)*: Jordon Hargrove

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

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

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

- Keep your dwelling clean—particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.
- Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines—especially if the leak is large enough for water to infiltrate nearby walls. Turn on any exhaust fans in the bathroom and kitchen *before* you start showering or cooking with open pots. When showering, be sure to keep the shower curtain *inside* the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you: (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.
- Promptly notify us in writing about any air conditioning or heating system problems you discover. Follow our rules, if any, regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of your dwelling dry out.
- Promptly notify us in writing about any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary.
- Keep the thermostat set to automatically circulate air in the event temperatures rise to or above 80 degrees Fahrenheit.

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

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

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

Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove non-visible mold products from *porous* items, such as fibers in sofas, chairs, drapes and carpets—provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes.

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

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

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

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

Resident or Residents
(All residents must sign here)

Jordon Hargrove

Owner or Owner's Representative
(Signs here)

Amanda Aikin

Date of Lease Contract

August 16, 2016

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Jordon Hargrove

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LEASE CONTRACT BUY-OUT AGREEMENT

NATIONAL APARTMENT ASSOCIATION

1. **Dwelling Unit Description.** Unit. No. 313, 3939 Glenwood Avenue *(street address)* in Raleigh *(city)*, North Carolina, 27612 *(zip code)*.

2. **Lease Contract Description.**
Lease Contract date: August 16, 2016
Owner's name: Glenwood Raleigh Apartments, LLC
Residents *(list all residents)*: Jordon Hargrove

3. The purpose of this Buy-Out Agreement is to give you the right to buy out of your Lease Contract early—subject to any special provisions in paragraph 9 below. In order to buy out early, your notice must be signed by all residents listed in paragraph 1 of the Lease Contract and you must comply with all provisions of this Buy-Out Agreement.

4. **Buy-Out Procedures.** You may buy out of the Lease Contract prior to the end of the lease term and cut off all liability for paying rent for the remainder of the lease term *if all of the following occur:*

   (a) you give us written notice of buy-out at least 30 days prior to the new termination date (i.e., your new move-out date), which *(check one)* ☐ must be the last day of a month or ☒ may be during a month;

   (b) you specify the new termination date in the notice, i.e., the date by which you'll move out;

   (c) you are not in default under the Lease Contract on the date you give us the notice of buy-out;

   (d) you are not in default under the Lease Contract on the new termination date (move-out date),

   (e) you move out on or before the new termination date and do not hold over;

   (f) you pay us a buy-out fee (consideration) of $ 1686.00 ;

   (g) you pay us the amount of any concessions you received when signing the Lease Contract; and

   (h) you comply with any special provisions in paragraph 9 below.

5. **When payable.** The buy-out fee in paragraph 4(f) is due and payable no later than 30 days after you give us your buy-out notice. The total dollar amount of any concessions regarding rent or other monetary lease obligations for the entire lease term is $ 1686.00 and is due payable on the same day as the buy-out fee, subject to any special provisions in paragraph 9 regarding the amount, calculation method, or payment date.

6. **Showing unit to prospective residents.** After you give us notice of buy-out, the Lease Contract gives us the right to begin showing your unit to prospective residents and telling them it will be available immediately after your new termination date.

7. **Compliance essential.** Our deposit of all amounts due under paragraphs 4(f) and 4(g) constitutes our approval of the new termination date stated in your notice of buy-out. If you fail to comply with any of the procedures or requirements in this agreement after we deposit such monies, your buy-out right and this agreement will be voided automatically; and (1) any amounts you have paid under this agreement will become part of your security deposit, and (2) the lease will continue without buy-out. Then, if you move out early, you are subject to all lease remedies, including reletting fees and liability for all rents for the remainder of the original lease term.

8. **Miscellaneous.** If moving out by the new termination date becomes a problem for you, contact us. An extension may be possible if we have not already relet the dwelling unit to a successor resident. We and any successor residents who may be leasing your unit will be relying on your moving out on or before the new termination date. Therefore, you may not hold over beyond such date without our written consent—even if it means you have to make plans for temporary lodging elsewhere. "Default" as used in paragraphs 4(c) and 4(d) of this agreement means default as defined in the Lease Contract. You will continue to be liable for any damages and any sums accruing and unpaid prior to the new termination date.

9. **Special provisions.** Your right of buy-out *(check one)* ☐ is or ☒ is not limited to a particular fact situation. If limited, buy-out may be exercised only if the following facts (see below) occur and any described documents are furnished to us. Any special provisions below will supersede any conflicting provision of this printed agreement. Any false statements or documents presented to us regarding buy-out will automatically void your right to buy-out of the Lease Contract. The special provisions are:

All fees are due at time of move out.

Resident or Residents
(All residents must sign)

Jordon Hargrove

Jordon Hargrove

Owner or Owner's Representative
(signs below)

Amanda Atkin

Date of Lease Contract
August 16, 2016

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LEASE CONTRACT ADDENDUM
FOR SATELLITE DISH OR ANTENNA

NATIONAL APARTMENT ASSOCIATION

Under a Federal Communications Commission (FCC) order, you as our resident have a right to install a transmitting or receiving satellite dish or antenna on the leased dwelling, subject to FCC limitations. We as a rental housing owner are allowed to impose reasonable restrictions relating to such installation. You are required to comply with these restrictions as a condition of installing such equipment. This addendum contains the restrictions that you and we agree to follow.

1. **Dwelling Unit Description.** Unit. No. 313, 3939 Glenwood Avenue *(street address)* in Raleigh *(city)*, North Carolina, 27612 *(zip code)*.

2. **Lease Contract Description.**
Lease Contract date: August 16, 2016
Owner's name: Glenwood Raleigh Apartments, LLC

Residents *(list all residents)*: Jordon Hargrove

3. **Number and size.** You may install 0 satellite dish(es) or antenna(s) on the leased premises. A satellite dish may not exceed one meter (3.3 feet) in diameter. Antennas that only transmit signals or that are not covered by 47 CFR § 1.4000 are prohibited.

4. **Location.** Your satellite dish or antenna must be located: (1) inside your dwelling; or (2) in an area outside your dwelling such as a balcony, patio, yard, etc. of which you have exclusive use under your lease. Installation is not permitted on any parking area, roof, exterior wall, window, window sill, fence or common area, or in an area that other residents are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to you for your exclusive use.

5. **Safety and non-interference.** Your installation: (1) must comply with all applicable ordinances and laws and all reasonable safety standards; (2) may not interfere with our cable, telephone or electrical systems or those of neighboring properties; (3) may not be connected to our telecommunication systems; and (4) may not be connected to our electrical system except by plugging into a 110-volt duplex receptacle. If the satellite dish or antenna is placed in a permitted outside area, it must be safely secured by one of three methods: (1) securely attaching it to a portable, heavy object such as a small slab of concrete; (2) clamping it to a part of the building's exterior that lies within your leased premises (such as a balcony or patio railing); or (3) any other method approved by us in writing. No other methods are allowed. We may require reasonable screening of the satellite dish or antenna by plants, etc., so long as it does not impair reception.

6. **Signal transmission from exterior dish or antenna to interior of dwelling.** You may not damage or alter the leased premises and may not drill holes through outside walls, door jams, window sills, etc. If your satellite dish or antenna is installed outside your dwelling (on a balcony, patio, etc.), the signals received by it may be transmitted to the interior of your dwelling only by the following methods: (1) running a "flat" cable under a door jam or window sill in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window; (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); (3) connecting cables "through a window pane," similar to how an external car antenna for a cellular phone can be connected to inside wiring by a device glued to either side of the window---without drilling a hole through the window; (4) wireless transmission of the signal from the satellite dish or antenna to a device inside the dwelling; or (5) any other method approved by us in writing.

7. **Safety in installation.** In order to assure safety, the strength and type of materials used for installation must be approved by us. Installation must be done by a qualified person or company approved by us. Our approval will not be unreasonably withheld. An installer provided by the seller of the satellite dish or antenna is presumed to be qualified.

8. **Maintenance.** You will have the sole responsibility for maintaining your satellite dish, antenna and all related equipment.

9. **Removal and damages.** You must remove the satellite dish or antenna and all related equipment when you move out of the dwelling. In accordance with the NAA Lease Contract, you must pay for any damages and for the cost of repairs or repainting caused by negligence, carelessness, accident or abuse which may be reasonably necessary to restore the leased premises to its condition prior to the installation of your satellite dish, antenna or related equipment. You will not be responsible for normal wear.

10. **Liability insurance.** **You must take full responsibility for the satellite dish, antenna and related equipment. If the dish or antenna is installed at a height that could result in injury to others if it becomes unattached and falls, you must provide us with evidence of liability insurance (if available) to protect us against claims of personal injury and property damage to others, related to your satellite dish, antenna and related equipment.** The insurance coverage must be $_____, which is an amount reasonably determined by us to accomplish that purpose. Factors affecting the amount of insurance include height of installation above ground level, potential wind velocities, risk of the dish/antenna becoming unattached and falling on someone, etc.

11. **Security Deposit.** An additional security deposit of $_____ will be charged. We *(check one)* ☐ will consider or ☐ will not consider this additional security deposit a general security deposit for all purposes. The security deposit amount in Provision 4 of the Lease Contract *(check one)* ☐ does or ☐ does not include this additional deposit amount. Refund of the additional security deposit will be subject to the terms and conditions set forth in the Lease Contract regardless of whether it is considered part of the general security deposit.

This additional security deposit is required to help protect us against possible repair costs, damages, or failure to remove the satellite dish, antenna and related equipment at time of move-out. Factors affecting any security deposit may vary, depending on: (1) how the dish or antenna is attached (nails, screws, lag bolts drilled into walls); (2) whether holes were permitted to be drilled through walls for the cable between the satellite dish and the TV; and (3) the difficulty and cost repair or restoration after removal, etc.

12. **When you may begin installation.** You may start installation of your satellite dish, antenna or related equipment only after you have: (1) signed this addendum; (2) provided us with written evidence of the liability insurance referred to in paragraph 10 of this addendum; (3) paid us the additional security deposit, if applicable, in paragraph 11; and (4) received our written approval of the installation materials and the person or company that will do the installation, which approval may not be unreasonably withheld.

13. **Miscellaneous.** If additional satellite dishes or antennas are desired, an additional lease addendum must be executed.

14. **Special Provisions.** The following special provisions control over conflicting provisions of this printed form:

The only approved method of installation is: A free standing satellite tripod. The satellite dish may not be attached to any surface of the building and must be contained within the space that the resident leases.

Resident or Residents
(All residents must sign here)

Jordon Hargrove

Owner or Owner's Representative
(signs here)

Amanda Atkin

Date of Lease Contract

August 16, 2016

Jordon Hargrove

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

NATIONAL APARTMENT ASSOCIATION

1. **Dwelling Unit Description.** Unit No. 313, 3939 Glenwood Avenue *(street address)* in Raleigh *(city)*, North Carolina, 27612 *(zip code)*.

2. **Lease Contract Description.**
Lease Contract date: August 16, 2016
Owner's name: Glenwood Raleigh Apartments, LLC
Residents *(list all residents)*: Jordon Hargrove

3. **Garage, carport, or storage unit.** You are entitled to exclusive possession of: *(check as applicable)*
☐ garage or carport attached to the dwelling;
☐ garage space number(s) _____ ;
☐ carport space number(s) _____ ; and/or
☐ storage unit number(s) _____ .
The monthly rent in paragraph 6 of the Lease Contract covers both the dwelling and the checked area(s) above. All terms and conditions of the Lease Contract apply to the above areas unless modified by this addendum.

4. **Security Deposit.** An additional security deposit of $ _____ will be charged for the checked areas above. We *(check one)* ☐ will consider or ☐ will not consider this additional security deposit a general security deposit for all purposes. The security deposit amount in Provision 4 of the Lease Contract *(check one)* ☐ does or ☐ does not include this additional deposit amount. Refund of the additional security deposit will be subject to the terms and conditions set forth in the Lease Contract regardless of whether it is considered part of the general security deposit.

5. **Additional Monthly Rent.** Your total monthly rent (as stated in the Lease Contract) will be increased by $ _____ . The monthly rent amount in Provision 6 of the Lease Contract *(check one)* ☐ includes ☐ does not include this additional rent.

6. **Use restrictions.** Garage or carport may be used only for storage of operable motor vehicles unless otherwise stated in our rules or community policies. Storage units may be used only for storage of personal property. No one may sleep, cook, barbeque, or live in a garage, carport, or storage unit. Persons not listed as a resident or occupant in the Lease Contract may not use the areas covered by this addendum. No plants may be grown in such areas.

7. **No dangerous items.** Items that pose an environmental hazard or a risk to the safety or health of other residents, occupants, or neighbors in our sole judgment or that violate any government regulation may not be stored. Prohibited items include fuel (other than in a properly capped fuel tank of a vehicle or a closed briquette lighter fluid container), fireworks, rags, piles of paper, or other material that may create a fire or environmental hazard. We may remove from such areas, without prior notice, items that we believe might constitute a fire or environmental hazard. Because of carbon monoxide risks, you may not run the motor of a vehicle inside a garage unless the garage door is open to allow fumes to escape.

8. **No smoke, fire, or carbon monoxide detectors.** No smoke, fire, or carbon monoxide detectors will be furnished by us unless required by law.

9. **Garage door opener.** If an enclosed garage is furnished, you ☐ will ☐ will not be provided with a ☐ garage door opener and/or ☐ garage key. You will be responsible for maintenance of any garage door opener, including battery replacement. Transmitter frequency settings may not be changed on the garage door or opener without our prior written consent.

10. **Security.** Always remember to lock any door of a garage or storage unit and any door between a garage and the dwelling. When leaving, be sure to lock all keyed deadbolt locks.

11. **Insurance and loss/damage to your property.** You will maintain liability and comprehensive insurance coverage for any vehicle parked or stored. We are not responsible for pest control in such areas.

12. **Compliance.** We may periodically open and enter garages and storerooms to ensure compliance with this addendum. In the event we enter the garage or storerooms, we will comply with the notice provisions set forth in the Lease Contract.

13. **No lock changes, alterations, or improvements.** Without our prior written consent, locks on doors of garages and storage units may not be rekeyed, added, or changed, and improvements, alterations, or electrical extensions or changes to the interior or exterior of such areas are not allowed. You may not place nails, screws, bolts, or hooks into walls, ceilings, floors, or doors. Any damage not caused by us or our representatives to areas covered by this addendum will be paid for by you.

14. **Move-out and remedies.** Any items remaining after you have vacated the dwelling will be removed, sold, or otherwise disposed of according to the Lease Contract, which addresses disposition or sale of property left in an abandoned or surrendered dwelling. All remedies in the Lease Contract apply to areas covered by this addendum.

15. **Special Provisions.** The following special provisions control over conflicting provisions of this printed form:

Resident or Residents *(All residents must sign here)*	Owner or Owner's Representative *(signs here)*
Jordon Hargrove	Amanda Aikin
	Date of Lease Contract
	August 16, 2016

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COMMUNITY POLICIES, RULES AND REGULATIONS ADDENDUM

NATIONAL APARTMENT ASSOCIATION

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

Property Owner: Glenwood Raleigh Apartments, LLC

Resident(s): Jordon Hargrove

Unit No./Address: #313, 3939 Glenwood Avenue

Lease Date: 08/16/2016

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

Additionally, Resident(s) expressly agrees to assume all risks of every type, including but not limited to risks of personal injury or property damage, of whatever nature or severity, related to Resident's use of the amenities at the Community. Resident(s) agrees to hold Owner harmless and release and waive any and all claims, allegations, actions, damages, losses, or liabilities of every type, whether or not foreseeable, that Resident(s) may have against Owner and that are in any way related to or arise from such use. This provision shall be enforceable to the fullest extent of the law.

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

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

IN CASE OF EMERGENCY DIAL 911

III. FITNESS CENTER. This Community ☒ DOES; ☐ DOES NOT have a fitness center. When using the fitness center, Resident agrees to the following:
- Residents and guests will adhere to the rules and regulations posted in the fitness center and Management policies.
- The Fitness Center is not supervised. Resident(s) are solely responsible for their own appropriate use of equipment.
- Resident(s) shall carefully inspect each piece of equipment prior to Resident's use and shall refrain from using any equipment that may be functioning improperly or that may be damaged or dangerous.
- Resident(s) shall immediately report to Management any equipment that is not functioning properly, is damaged or appears dangerous, as well any other person's use that appears to be dangerous or in violation of Management Rules and Policies.
- Resident(s) shall consult a physician before using any equipment in the Fitness Center and before participating in any aerobics or exercise class, and will refrain from such use or participation unless approved by Resident's physician.
- Resident(s) will keep Fitness Center locked at all times during Resident's visit to the Fitness Center.
- Resident(s) will not admit any person to the Fitness Center who has not registered with the Management Office.
- Children under the minimum age (posted at the fitness center) must be accompanied at all times by a parent or legal guardian.
- Resident(s) must accompany guests, and no glass, smoking, eating, alcoholic beverages, pets, or black sole shoes are permitted in the Fitness Center.

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

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

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

V. BUSINESS CENTER. This Community ☐ DOES; ☒ DOES NOT have a business center.
Resident(s) agrees to use the business center at Resident(s) sole risk and according to the Community Rules. Owner is not responsible for data, files, programs or any other information lost or damaged on Business Center computers or in the Business Center for any reason. No software may be loaded on Business Center computers without the written approval of Community Management. No inappropriate, offensive, or pornographic images or files (in the sole judgment of Owner) will be viewed or loaded onto the Business Center computers at any time. Residents will limit time on computers to _____ minutes if others are waiting to use them. Smoking, eating, alcoholic beverages, pets, and any disturbing behavior are prohibited in the business center. Children under the age of _____ must be accompanied by a Resident who is that child's parent or legal guardian.

VI. AUTOMOBILES/BOATS/RECREATIONAL VEHICLES. The following policies are in addition to those in the Lease, and may be modified by the additional rules in effect at the Community at any given time:
- Only 2 vehicle per licensed Resident is allowed.
- All vehicles must be registered at the Management office.
- Any vehicle(s) not registered, considered abandoned, or violating the Lease, this Addendum, or the Community Rules, in the sole judgment of Management, will be towed at the vehicle owner's expense after a 24 hour notice is placed on the vehicle.
- Notwithstanding this, any vehicle illegally parked in a fire lane, designated no parking space or handicapped space, or blocking an

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entrance, exit, driveway, dumpster, or parked illegally in a designated parking space, will immediately be towed, without notice, at the vehicle owner's expense.

- The washing of vehicles is not permitted on the property unless specifically allowed in designated area.
- Any on property repairs and/or maintenance of any vehicle must be with the prior written permission of the Management.
- Recreational vehicles, boats or trailers may only be parked on the property with Management's permission (in Management's sole discretion), and must be registered with the Management Office and parked in the area(s) designated by Management.

VII. **FIRE HAZARDS.** In order to minimize fire hazards and comply with city ordinances, Resident shall comply with the following:

- Residents and guests will adhere to the Community rules and regulations and other Management policies concerning fire hazards, which may be revised from time to time.
- No person shall knowingly maintain a fire hazard.
- **Grills, Barbeques, and any other outdoor cooking or open flame devices will be used only on the ground level and will be placed a minimum of** 10 **feet from any building.** Such devices will not be used close to combustible materials, tall grass or weeds, on exterior walls or on roofs, indoors, on balconies or patios, or in other locations which may cause fires.
- **Fireplaces:** Only firewood is permitted in the fireplace. No artificial substances, such as Duraflame® logs are permitted. Ashes must be disposed of in metal containers, after ensuring the ashes are cold.
- Flammable or combustible liquids and fuels shall not be used or stored (including stock for sale) in dwellings, near exits, stairways breezeways, or areas normally used for the ingress and egress of people. This includes motorcycles and any apparatus or engine using flammable or combustible liquid as fuel.
- No person shall block or obstruct any exit, aisle, passageway, hallway or stairway leading to or from any structure.
- Resident(s) are solely responsible for fines or penalties caused by their actions in violation of local fire protection codes.

VIII. **EXTERMINATING.** Unless prohibited by statute or otherwise stated in the Lease, Owner may conduct extermination operations in Residents' dwelling several times a year and as needed to prevent insect infestation. Owner will notify Residents in advance of extermination in Residents' Dwelling, and give Resident instructions for the preparation of the Dwelling and safe contact with insecticides. Residents will be responsible to prepare the Dwelling for extermination in accordance with Owner's instructions. If Residents are unprepared for a scheduled treament date Owner will prepare Residents' dwelling and charge Residents accordingly. Residents must request extermination treaments in addition to those regularly provided by Owner in writing. **Residents agree to perform the tasks required by Owner on the day of interior extermination to ensure the safety and effectiveness of the extermination. These tasks will** include, but are not limited to, the following:

- Clean in all cabinets, drawers and closets in kitchen and pantry.
- If roaches have been seen in closets, remove contents from shelves and floor.
- Remove infants and young children from the dwelling.
- Remove pets or place them in bedrooms, and notify Owner of such placement.
- Remove chain locks or other types of obstruction on day of service.
- Cover fish tanks and turn off their air pumps.
- Do not wipe out cabinets after treatment.

In the case of suspected or confirmed bed bug infestation, resident will agree to the following:

- Resident will wash all clothing, bed sheets, draperies, towels, etc. in extremely hot water.
- Resident will thoroughly clean, off premises, all luggage, handbags, shoes and clothes hanging containers.
- Resident will cooperate with Owner's cleaning efforts for all mattresses and seat cushions or other upholstered furniture, and will dispose of same if requested.

RESIDENTS ARE SOLELY RESPONSIBLE TO NOTIFY OWNER IN WRITING PRIOR TO EXTERMINATION OF ANY ANTICIPATED HEALTH OR SAFETY CONCERNS RELATED TO EXTERMINATION AND THE USE OF INSECTICIDES

IX. **DRAPES AND SHADES.** Drapes or shades installed by Resident, when allowed, must be lined in white and present a uniform exterior appearance.

X. **WATER BEDS.** Resident shall not have water beds or other water furniture in the dwelling without prior written permission of Owner.

XI. **BALCONY or PATIO.** Balconies and patios shall be kept neat and clean at all times. No rugs, towels, laundry, clothing, appliances or other items shall be stored, hung or draped on railings or other portions of balconies or patios.

XII. **SIGNS.** Resident shall not display any signs, exterior lights or markings on dwelling. No awnings or other projections shall be attached to the outside of the building of which dwelling is a part.

XIII. **SATELLITE DISHES/ANTENNAS.** You must complete a satellite addendum and abide by its terms prior to installation or use.

XIV. **WAIVER/SEVERABILITY CLAUSE.** No waiver of any provision herein, or in any Community rules and regulations, shall be effective unless granted by the Owner in a signed and dated writing. If any court of competent jurisdiction finds that any clause, phrase, or provision of this Part is invalid for any reason whatsoever, this finding shall not effect the validity of the remaining portions of this addendum, the Lease Contract or any other addenda to the Lease Contract.

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

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

[signature]	08/16/2016		
Resident	Date	Resident	Date
Resident	Date	Resident	Date
Amanda Atkin		08/16/2016	
Owner Representative		Date	

Jordon Hargrove

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LEASE ADDENDUM
LIABILITY INSURANCE REQUIRED OF RESIDENT

NATIONAL APARTMENT ASSOCIATION

1. **Dwelling Unit Description.** Unit No. 313
3939 Glenwood Avenue *(street address)*
in Raleigh *(city)*,
North Carolina, 27612 *(zip code)*.

2. **Lease Contract Description.**
Lease Contract date: August 16, 2016
Owner's name: Glenwood Raleigh Apartments, LLC

Residents *(list all residents)*: Jordon Hargrove

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

4. **Required Policy.** You are required to purchase and maintain personal liability insurance covering you, your occupants and guests, for personal injury and property damage any of you cause to third parties (including damage to our property), in a minimum policy coverage amount of $_____, from a carrier with an AM Best rating of A-VII or better, licensed to do business in North Carolina. The carrier is required to provide notice to us within 30 days of any cancellation, non-renewal, or material change in your coverage. We retain the right to hold you responsible for any loss in excess of your insurance coverage.

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

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

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

Insurance Company: _____

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

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

10. **Special Provisions:** Our preferred provider for resident insurance to satisfy your lease requirement is Multifamily Insurance Partners (MFIP) and they can be reached at (877) 546-4387 or www.InsureMfip.com. MFIP policies already include our INTERESTED PARTY requirement as described below. However, if you purchase from any other insurance provider you must insure that your policy names Grubb Properties as an INTERESTED PARTY for the purpose of notification of cancellation of the liability coverage to PO BOX 865, Picker

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

Resident or Residents *(All residents must sign here)*	Owner or Owner's Representative *(signs here)*
	Amanda Atkin
	Date of Lease Contract
	August 16, 2016

Jordon Hargrove

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

NATIONAL APARTMENT ASSOCIATION

1. **Dwelling Unit Description.** Unit No. 313, 3939 Glenwood Avenue *(street address)* in Raleigh *(city)* North Carolina, 27612 *(zip code)*.

2. **Lease Contract Description.**
Lease Contract date: August 16, 2016
Owner's name: Glenwood Raleigh Apartments, LLC
Residents *(list all residents)*: Jordon Hargrove

To the extent any terms of this addendum conflict with the Lease Contract, the terms of this addendum are controlling.

3. **Remote control/cards/code for gate access.**
☐ **Remote control for gate access.** Each person who is 18 years of age or older and 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 your children or other occupants will require a $ _____ non-refundable fee.

☐ **Cards for gate access.** Each person who is 18 years of age or older and 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 your children 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 $ 50.00 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 $ 50.00 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 your family, guest or invitee through negligence or misuse, you are liable for the damages under your lease, and collection of damage amounts will be pursued.

7. **Personal injury and/or personal property damage.** Except as specifically required by law, we have no duty to maintain the gates and cannot guaranty against gate malfunctions. We make no representations or guarantees to you concerning security of the community. Any measures, devices, or activities taken by us are solely for the benefit of us and for the protection of our property and interests, and any benefit to you of the same is purely incidental. Anything mechanical or electronic is subject to malfunction. Fencing, gates or other devices will not prevent all crime. No security system or device is foolproof or 100 percent successful in deterring crime. Crime can still occur. Protecting residents, their families, occupants, guests and invitees from crime is the sole responsibility of residents, occupants and 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.

8. 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.

9. **Special Provisions.** The following special provisions control over conflicting provisions of this printed form:

(1) One key fob per leasee; all key fobs are expected to be returned at time of move out

Resident or Residents
(All residents must sign here)

Owner or Owner's Representative
(signs here)

Amanda Acker

Date of Lease Contract

August 16, 2016

Jordon Hargrove

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NO-SMOKING ADDENDUM

Date: August 16, 2016
(when this Addendum is filled out)

NATIONAL APARTMENT ASSOCIATION

All use of any tobacco product involving smoking, burning, or combustion of tobacco is prohibited in any portion of the dwelling 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. 313, 3939 Glenwood Avenue *(street address)* in Raleigh *(city)*, North Carolina, 27612 *(zip code)*.

2. **Lease Contract Description**
Lease Contract date: August 16, 2016
Owner's name: Glenwood Raleigh Apartments, LLC

Residents *(list all residents)*: Jordon Hargrove

3. **Smoking Anywhere Inside Buildings of the Dwelling Community is Strictly Prohibited.** All forms and use of lighted or burning tobacco products and smoking of tobacco products inside any dwelling, building, or interior of any portion of the dwelling 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 lighted or burning 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 dwelling 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 dwelling community, commercial shops, businesses, and spaces, work areas, and all other spaces whether in the interior of the dwelling 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 is also prohibited by this addendum and other provisions of the Lease Contract inside any dwelling or building.

Smoking Outside Buildings of the Dwelling Community. Smoking is permitted only in specially designated areas outside the buildings of the dwelling community. 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: _____

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.

4. **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 dwelling 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 dwelling community.

5. **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.

6. **Definition of Smoking.** Smoking refers to any use or possession of a cigar, cigarette, or pipe containing tobacco or a tobacco product while that tobacco or product is burning, lighted, 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, or pipes. Smoking also refers to use or possession of burning, lighted, or ignited non-tobacco products if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons.

7. **Lease Contract Termination for Violation of the 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.

8. **Extent of Your Liability for Losses Due to Smoking.** Your responsibility for damages, cleaning, loss of rental income, and loss of other economic damages under this No-Smoking Addendum are in addition to, and not in lieu of, your responsibility for any other damages or loss under the Lease Contract or any other addendum.

9. **Your Responsibility for Conduct of Occupants, Family Members, and Guests.** You are responsible for communicating this community's no-smoking policy and for ensuring compliance with this addendum by your occupants, family, guests, and invitees.

10. **There Is No Warranty of a Smoke Free Environment.** Although we prohibit smoking in all interior parts of the dwelling community, there is no warranty or guaranty of any kind that your dwelling or the dwelling community is smoke free. Smoking in certain limited outside areas is allowed as provided above. Enforcement of our no-smoking policy is a joint responsibility which requires your cooperation in reporting incidents or suspected violations of smoking. You must report violations of our no-smoking policy before we are obligated to investigate and act, and you must thereafter cooperate with us in prosecution of such violations.

This is an important and binding legal document. By signing this addendum you are acknowledging that a violation could lead to termination of your Lease Contract or right to continue living in the dwelling. If you or someone in your household is a smoker, you should carefully consider whether you will be able to abide by the terms of this addendum. Before signing you must advise us whether you or anyone who will be living in your dwelling is a smoker. You must check one of the following boxes.

☒ Neither you nor anyone who will be living in the dwelling is a smoker.
☐ Someone in my household is a smoker; however, we agree to follow your no-smoking policy.

Resident or Residents
(All residents must sign here)

Jordon Hargrove

Jordon Hargrove

Owner or Owner's Representative
(Sign here)

Amanda Aiken

08162016050914NN13122300

©2013, National Apartment Association, Inc. - 1/2013, North Carolina

✓ This document was executed via the NAA E-signature System - ID: 97792915

E-SIGNATURE CONFIRMATION

This document confirms the signing of the individual documents found in your Lease Contract.

NATIONAL APARTMENT ASSOCIATION

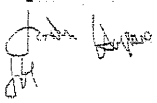
DOCUMENT INFORMATION

Status	Signed
Document ID	97792915
Sent	08/16/16
Completed	08/16/16
Total Pages	21
Forms Included	Apartment Lease Form, Animal Addendum, All-In-One Utility Addendum, Bed Bug Addendum, Mold Information and Prevention Addendum, Lease Contract Buy-Out Agreement, Satellite Dish or Antenna Addendum, Enclosed Garage Addendum, Community Policies, Rules, & Regulations, Renter's or Liability Insurance Addendum, Remote Control, Card or Code Access Gate Addendum, No-Smoking Addendum

OWNER INFORMATION

Owner Representative	Amanda Aikin
Date Signed	08/16/2016 02:35:12 PM CDT

PARTIES

Name	E-mailed To	Signatures	IP Address	Date Signed
Jordon Hargrove	hargrovejordon@icloud.com		10.100.10.152	08/16/2016 02:34:13 PM CDT
signer key: 17a310da1ff82d593e3634578870580				
Amanda Aikin	julie.crawford@grubbproperties.com	Amanda Aikin AA	0.0.0.0	08/16/2016 02:35:12 PM CDT
signer key: 8a932a0aa1351342a921bdeed670e8d0			browser:	

DOCUMENT AUDIT

1	08/16/16 02:27:29 PM CDT	Jordon Hargrove signed Apartment Lease Form
2	08/16/16 02:28:19 PM CDT	Jordon Hargrove signed Animal Addendum
3	08/16/16 02:29:15 PM CDT	Jordon Hargrove signed All-In-One Utility Addendum
4	08/16/16 02:29:17 PM CDT	Jordon Hargrove dated All-In-One Utility Addendum
5	08/16/16 02:30:24 PM CDT	Jordon Hargrove signed Bed Bug Addendum
6	08/16/16 02:30:46 PM CDT	Jordon Hargrove signed Mold Information and Prevention Addendum
7	08/16/16 02:31:25 PM CDT	Jordon Hargrove signed Lease Contract Buy-Out Agreement
8	08/16/16 02:31:39 PM CDT	Jordon Hargrove signed Satellite Dish or Antenna Addendum
9	08/16/16 02:31:55 PM CDT	Jordon Hargrove signed Enclosed Garage Addendum
10	08/16/16 02:32:14 PM CDT	Jordon Hargrove signed Community Policies, Rules, & Regulations
11	08/16/16 02:32:15 PM CDT	Jordon Hargrove dated Community Policies, Rules, & Regulations
12	08/16/16 02:32:28 PM CDT	Jordon Hargrove signed Renter's or Liability Insurance Addendum
13	08/16/16 02:32:44 PM CDT	Jordon Hargrove signed Remote Control, Card or Code Access Gate Addendum
14	08/16/16 02:32:58 PM CDT	Jordon Hargrove signed No-Smoking Addendum
15	08/16/16 02:33:05 PM CDT	Jordon Hargrove checked box on No-Smoking Addendum
16	08/16/16 02:35:12 PM CDT	Amanda Aikin signed Apartment Lease Form
17	08/16/16 02:35:12 PM CDT	Amanda Aikin signed Animal Addendum
18	08/16/16 02:35:12 PM CDT	Amanda Aikin signed All-In-One Utility Addendum
19	08/16/16 02:35:12 PM CDT	Amanda Aikin dated All-In-One Utility Addendum
20	08/16/16 02:35:12 PM CDT	Amanda Aikin signed Bed Bug Addendum
21	08/16/16 02:35:12 PM CDT	Amanda Aikin dated Bed Bug Addendum
22	08/16/16 02:35:12 PM CDT	Amanda Aikin signed Mold Information and Prevention Addendum
23	08/16/16 02:35:12 PM CDT	Amanda Aikin signed Lease Contract Buy-Out Agreement
24	08/16/16 02:35:12 PM CDT	Amanda Aikin signed Satellite Dish or Antenna Addendum
25	08/16/16 02:35:12 PM CDT	Amanda Aikin signed Enclosed Garage Addendum

DOCUMENT AUDIT CONTINUED

26	08/16/16 02:35:12 PM CDT	Amanda Aikin signed Community Policies, Rules, & Regulations
27	08/16/16 02:35:12 PM CDT	Amanda Aikin dated Community Policies, Rules, & Regulations
28	08/16/16 02:35:12 PM CDT	Amanda Aikin signed Renter's or Liability Insurance Addendum
29	08/16/16 02:35:12 PM CDT	Amanda Aikin signed Remote Control, Card or Code Access Gate Addendum
30	08/16/16 02:35:12 PM CDT	Amanda Aikin signed No-Smoking Addendum

16 CV 015330

File No.

COMPLAINT IN SUMMARY EJECTMENT

G.S. 7A-216, 7A-232; Ch. 42, Art. 3 and 7

STATE OF NORTH CAROLINA

In The General Court Of Justice
District Court Division-Small Claims

WAKE County

FILED
2016 OCT 14 PM 3:30
WAKE COUNTY, C.S.C.
BY

1. The defendant is a resident of the county named above.
2. The defendant entered into possession of premises described below as a lessee of plaintiff.

Description Of Premises (Include Location)				Conventional / Public Housing / Section 8
3939 Glenwood Ave,Apt 313,RALEIGH,NC 27612				[x] Conventional [ ] Public Housing [ ] Section 8
Rate Of Rent	**Month / Week**	**Date Rent Due**	**Date Lease or Possession Terminated**	**Type Of Lease**
$ 843.00 per	[x] Month [ ] Week	10/01/2016		[ ] Oral [x] Written

Name And Address Of Plaintiff
Glenwood Raleigh Apartments, LLC

dba Sterling Glenwood Apartments
3939 Glenwood Ave.

Raleigh NC 27612

County	Telephone No.
WAKE	(919)787-2238

VERSUS

Name And Address Of Defendant 1 [x] Individual [ ] Corporation

Jordon Hargrove
3939 Glenwood Ave
Apt 313
RALEIGH NC 27612

County	Telephone No.
WAKE	

Name And Address Of Defendant 2 [x] Individual [ ] Corporation

County	Telephone No.

Name And Address Of Plaintiff's Attorney Or Agent
Hans Dara
Loebsack & Brownlee, PLLC
P.O. Box 78058
Charlotte NC 28271
(919)792-1690

3. [ ] The defendant failed to pay the rent due on the above date and the plaintiff made demand for the rent and waited the 10-day grace period before filing the complaint.
   [ ] The lease period ended on the above date and the defendant is holding over after the end of the lease period.
   [x] The defendant breached the condition of the lease described below for which re-entry is specified.
   [ ] Criminal activity or other activity has occurred in violation of G.S. 42-63 as specified below.

Description Of Breach/Criminal Activity (give names, dates, places and illegal activity)
Failure to pay monthly rent when due/in full, from the date above through the hearing date.

4. The plaintiff has demanded possession of the premises from the defendant, who has refused to surrender it, and the plaintiff is entitled to immediate possession.
5. Pursuant to G.S. 42-28, Plaintiff hereby omits any claim for rents or damages and is seeking possession of the premises only. Plaintiff reserves the right to seek any monetary damages in a separate civil action.

Description Of Any Property Damage

Amount Of Damage (If Known)	Amount of Rent Unpaid	Total Amount Due
$ CLAIMS RESERVED	$ 842.25	$ POSSESSION ONLY

6. Plaintiff therefore requests to be put in possession of the Premises.

Date	Name Of Plaintiff/Attorney/Agent (Type Or Print)	Signature Of Plaintiff/Attorney/Agent
10/14/2016	Hans Dara	

CERTIFICATION WHEN COMPLAINT SIGNED BY AGENT OF PLAINTIFF

I certify that I am an agent of the plaintiff and have actual knowledge of the facts alleged in this Complaint.

Date	Name Of Agent (Type Or Print)	Signature Of Agent
10/14/2016		

EXHIBIT B

PENGAD 800-631-6989

AOC-CVM-201, As Revised by Counsel for Plaintiff

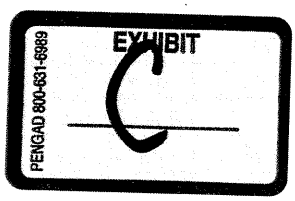
(Over)

INSTRUCTIONS TO PLAINTIFF OR DEFENDANT

1. The PLAINTIFF must file a small claim action in the county where at least one of the defendants resides.
2. The PLAINTIFF cannot sue in small claims court for more than $10,000.00 excluding interest and costs unless further restricted by court order.
3. The PLAINTIFF must show the complete name and address of the defendant to ensure service on the defendant. If there are two defendants and they reside at different addresses, the plaintiff must include both addresses. The plaintiff must determine if the defendant is a corporation and sue in the complete corporate name. If the business is not a corporation, the plaintiff must determine the owner's name and sue the owner.
4. The PLAINTIFF may serve the defendant(s) by mailing a copy of the summons and complaint by registered or certified mail, return receipt requested, addressed to the party to be served or by paying the costs to have the sheriff serve the summons and complaint. If certified or registered mail is used, the plaintiff must prepare and file a sworn statement with the Clerk of Superior Court proving service by certified mail and must attach to that statement the postal receipt showing that the letter was accepted.
5. In filling out number 3 in the complaint, if the landlord is seeking to remove the tenant for failure to pay rent when there is no written lease, the first block should be checked. (Defendant failed to pay the rent due on the above date and the plaintiff made demand for the rent and waited the ten (10) day grace period before filing the complaint.) If the landlord is seeking to remove the tenant for failure to pay rent when there is a written lease with an automatic forfeiture clause, the third block should be checked. (The defendant breached the condition of the lease described below for which re-entry is specified.) And "failure to pay rent" should be placed in the space for description of the breach. If the landlord is seeking to evict tenant for violating some other condition in the lease, the third block should also be checked. If the landlord is claiming that the term of the lease has ended and the tenant refuses to to leave, the second block should be checked. If the landlord is claiming that criminal activity occurred, the fourth block should be checked and the conduct must be described in space provided.
6. The PLAINTIFF must pay advance court costs at the time of filing this Complaint. In the event that judgment is rendered in favor of the plaintiff, court costs may be charged against the defendant.
7. The PLAINTIFF must appear before the magistrate to prove his/her claim.
8. The DEFENDANT may file a written answer, making defense to the claim, in the office of the Clerk of Superior Court. This answer should be accompanied by a copy for the plaintiff and be filed no later than the time set for trial. The filing of the answer DOES NOT relieve the defendant of the need to appear appear before the magistrate to assert the defendant's defense.
9. Requests for continuances of cases before the magistrate may be granted for good cause shown and for no more than five (5) days per continuance unless the parties agree otherwise.
10. The magistrate will render judgment on the date of hearing unless the parties agree otherwise, or the case is complex as defined in G.S. 7A-222, in which case the decision is required within five (5) days.
11. The PLAINTIFF or the DEFENDANT may appeal the magistrate's decision in this case. To appeal, notice must be given in open court when the judgment is entered, or notice may be given in writing to the Clerk of Superior Court within ten (10) days after the judgment is entered. If notice is given in in writing, the appealing party must also serve written notice of appeal on all other parties. The appealing party must PAY to the Clerk of Superior Court the costs of court for appeal within ten (10) days after the judgment is entered. If the appealing party applies to appeal as an indigent, and that request is denied, that party has an additional five (5) days to pay the court costs for the appeal.
12. If the defendant appeals and wishes to remain on the premises the defendant must also post a stay of execution bond within ten (10) days after the judgment is entered. In the event of an appeal by the tenant to district court, the landlord may file a motion to dismiss that appeal under G.S. 7A-228(d). The court may decide the motion without a hearing if the tenant fails to file a response within ten (10) days of receipt of the motion.
13. Upon request of the tenant within seven (7) days of the landlord being placed in lawful possession, the landlord shall release any personal property of the tenant. After seven (7) days, the landlord may sell, throw away or dispose of said property. If sold, the landlord must disburse any surplus proceeds to the tenant upon request within seven (7) days of the sale. If the total value of the property is less than $500.00, it is deemed abandoned five (5) days after execution.
14. This form is supplied in order to expedite the handling of small claims. It is designed to cover the most common claims.
15. **The Clerk or magistrate cannot advise you about your case or assist you in completing this form. If you have any questions, you should consult an attorney.**

GRUBB PROPERTIES

People who care. Places that matter.



Date : 1/27/2017

Resident Ledger

Code	t0143098	Property	sga	Lease From	8/21/2016
Name	Jordon Hargrove	Unit	313	Lease To	6/20/2017
Address	3939 Glenwood Avenue	Status	Current	Move In	8/21/2016
	# 313	Rent	843	Move Out	
City St. Zip	Raleigh, NC 27612	Phone(O)-		Phone(M)-	(302) 690-4016

Date	Description	Charge	Payment	Balance	Chg/Rec
8/12/2016	Application Fee (Jordon Hargrove)	50.00		50.00	1231067
8/12/2016	chk# 10329256 Credit Card One Time Payment ; Web - Online Leasing;		50.00	0.00	768109
8/22/2016	Rent for 11 days	299.13		299.13	1232188
8/22/2016	Garbage for 11 days	4.26		303.39	1232189
8/22/2016	Pet for 11 days	7.10		310.49	1232190
8/22/2016	security deposit	843.00		1,153.49	1232668
8/22/2016	apply to 1st mo rent	(50.00)		1,103.49	1232719
8/22/2016	non refundable pet fee	250.00		1,353.49	1232721
8/22/2016	look n lease special	(250.00)		1,103.49	1232723
8/22/2016	chk# 6799 Security deposit		843.00	260.49	769217
8/22/2016	chk# 6800 move in		260.49	0.00	769241
9/1/2016	Base Rent-Residential (09/2016)	843.00		843.00	1242470
9/1/2016	Garbage Services (09/2016)	12.00		855.00	1242471
9/1/2016	Pet Rent (09/2016)	20.00		875.00	1242472
9/1/2016	electric bill 8-21-16 to 8-23-16	14.10		889.10	1246978
9/6/2016	5% late fee to base rent	42.15		931.25	1247673
9/16/2016	chk# 9544 September rent + trash + late		932.00	(0.75)	778461
10/1/2016	Base Rent-Residential (10/2016)	843.00		842.25	1261853
10/1/2016	Garbage Services (10/2016)	12.00		854.25	1261854
10/1/2016	Pet Rent (10/2016)	20.00		874.25	1261855
10/6/2016	October late fee	42.15		916.40	1266920
10/26/2016	1st filing fee	191.00		1,107.40	1272235
11/1/2016	Base Rent-Residential (11/2016)	843.00		1,950.40	1282920
11/1/2016	Garbage Services (11/2016)	12.00		1,962.40	1282921
11/1/2016	Pet Rent (11/2016)	20.00		1,982.40	1282922
11/1/2016	Convenience Fee for Receipt Ctrl #791301	43.61		2,026.01	1285587
11/1/2016	chk# 11576107 Credit Card One Time Payment ; Mobile Web - Resident Services;		2,026.01	0.00	791301
12/1/2016	Base Rent-Residential (12/2016)	843.00		843.00	1300769
12/1/2016	Garbage Services (12/2016)	12.00		855.00	1300770
12/1/2016	Pet Rent (12/2016)	20.00		875.00	1300771
12/5/2016	chk# :ACH-WEB Online Payment - EFT Payment.		875.00	0.00	806087
12/6/2016	5% late fee of base rent	42.15		42.15	1305281
12/7/2016	RVS late fee	(42.05)		0.10	1306005
12/7/2016	RVS late fee	(0.10)		0.00	1306006

1/1/2017	Base Rent-Residential (01/2017)	843.00		843.00	1319594
1/1/2017	Garbage Services (01/2017)	12.00		855.00	1319595
1/1/2017	Pet Rent (01/2017)	20.00		875.00	1319596
1/5/2017	Convenience Fee for Receipt Ctrl #815445	19.25		894.25	1323273
1/5/2017	chk# 12810111 Credit Card One Time Payment ; Web - Resident Services;		894.25	0.00	815445
1/6/2017	5% of base rent late fee	42.15		42.15	1323463
1/27/2017	RVS late fee	(42.15)		0.00	1328830

File No. 16CVM15330 | Abstract No.

Film No.

Judgment Docket Book And Page No.

JUDGMENT IN ACTION FOR SUMMARY EJECTMENT

G.S. 7A-210(2), 7A-224; 42-30

Name And Address Of Plaintiff
Glenwood Raleigh Apartments, LLC

dba Sterling Glenwood Apartments

3939 Glenwood Ave.

Raleigh NC 27612

County: WAKE | Telephone No.: (919)787-2238

VERSUS

Name And Address Of Defendant 1
Jordon Hargrove
3939 Glenwood Ave
Apt 313
RALEIGH NC 27612

County: WAKE | Telephone No.:

Name And Address Of Defendant 2

County: | Telephone No.:

Name And Address Of Plaintiff's Attorney
Loebsack & Brownlee, PLLC
P.O. Box 78058

Charlotte NC 28271

STATE OF NORTH CAROLINA

WAKE County

In The General Court Of Justice
District Court Division-Small Claims

This action was tried before the undersigned on the cause stated in the complaint. The record shows that the defendant was given proper notice of the nature of the action and the date, time and location of trial.

FINDINGS

The Court finds that:

1. ☐ a. the plaintiff has proved the case by the greater weight of the evidence.
   ☐ b. the plaintiff has failed to prove the case by the greater weight of the evidence.
   ☑ c. the plaintiff requested and was entitled to a judgment for possession based on the pleading.
2. the defendant(s) ☐ was ☑ was not present. ☑ The defendant was served by postings.
3. ☑ a. there is no dispute as to the amount of rent in arrears, and the amount is $ 870.19 .
   ☐ b. there is an actual dispute as to the amount of rent in arrears. The defendant(s) claims the amount of rent in arrears is $ _____, and this amount is the undisputed amount of rent in arrears.
4. other: Plaintiff made a claim solely for possession of the Premises and reserved all claims for monetary damages. The defendant(s) _____ did OR ☑ did not raise a defense to the Plaintiff's claims.

ORDER

It is ORDERED that:

☑ 1. the defendant(s) be removed from and the plaintiff be put in possession of the premises described in the complaint.
☐ 2. this action be dismissed with prejudice.
☐ 3. this action be dismissed with prejudice because the defendant tendered the rent due and the court costs of this action.
☐ 4. the plaintiff recover rent of the defendant(s) in the amount and at the rate listed below, plus other damages in the amount indicated. The plaintiff is also entitled to interest on the total principal sum from this date until the judgment is paid.
☐ 5. other: *(specify)*

☑ 6. costs of this action are taxed to the ☑ plaintiff. ☐ defendant.

FILED
NOV 01 2016 PM 4:00
WAKE CO., C.S.C.

Rate Of Rent	Amt. Of Rent In Arrears (Owed To Date)
$ 843.00 per ☒ Mo. ☐ Wk.	$

Amount Of Other Damages $

TOTAL AMOUNT $

☑ Judgment Announced And Signed In Open Court

Date: 11/1/2016 | Signature Of Magistrate:

Name Of Party Announcing Appeal In Open Court

CERTIFICATION

(NOTE: *To be used when magistrate does not announce and sign this Judgment in open court at the conclusion of the trial.)*
I certify that this Judgment has been served on each party named by depositing a copy in a post-paid properly addressed envelope in a post office or official depository under the exclusive care and custody of the United States Postal Service.

Date | Signature Of Magistrate

EXHIBIT D

PENGAD 800-631-6989

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