

PINDELL-WILSON PROPERTY MANAGEMENT COMPANY

TENANT LEASE RULES AND REGULATIONS

1. PETS ARE NOT ALLOWED WITHOUT WRITTEN PERMISSION (LEASE AGREEMENT) AND A NON-REFUNDABLE PET FEE. THE PET FEE WILL BE A MINIMUM OF \$250. UNDER NO CIRCUMSTANCES ARE VISCIOUS BREEDS OF DOGS ALLOWED ON THE PROPERTY.

2. All lawn areas & sidewalks must be kept clear of debris and toys. All decks, patios, common areas, & yards, must be kept neat and clean at all times. Decks/patios are not to be used for the storage of any items, including, but not limited to: Indoor furniture, beds, desks, tools, trash, etc.
3. If residence is a single family house, the lessee is responsible for any and all yard work including, but not limited to, mowing grass, leaf & straw raking, bush trimming, & dead tree limb removal. Gutter cleaning is also the lessee's responsibility (If applicable.) Failure to maintain the yard, per the City of Raleigh Code, will result in termination of your right to possession. Lessee will be responsible for any and all fees charged by the City of Raleigh as a result of tenant's conduct.
4. All Rents and Security Deposits must be paid in the form of Money Order, Cashier's Check or Personal Checks. **NO CASH WILL BE ACCEPTED.**
5. There is a twenty-five dollar (\$25.00) charge for returned checks.
6. No painting or any other alterations will be made to the property without the express written consent of the lessor.
7. **Waterbeds are not allowed.**
8. If Lessee is locked out of the rental unit between the hours of 5:00pm and 8:30 am during the week and/or weekends and/or holidays, lessee must contact a locksmith to gain entry. This will be at the lessee's expense. During business hours, lessee may come by the office and borrow a key. Keys must be returned to management office within 24 hours or a charge of \$50.00 will be made to lessee.
9. If property has baseboard electric heat, it is imperative to keep ALL objects away from them - if storage areas contain heating/AC/plumbing equipment, the area must be maintained in such a manner so as not to create a **FIRE HAZARD!**
10. No antennae of any type are allowed on the property, including satellite dishes without written permission. Any damage as a result of satellite dishes will be the sole responsibility of the lessee.
11. Phone wiring maintenance & repair, **smoke detector battery replacement, Carbon Monoxide detector battery replacement** (if applicable) and cable television/internet wiring maintenance and repair **is the responsibility of the lessee.** Any damage as a result of wiring of any type will be the responsibility of the lessee. Lessee is responsible to replace smoke detector batteries and/or CO2 detector batteries and/or any other batteries used for the operation of the premises (such as HVAC thermostat batteries). If batteries need replacement at time of lease termination, a fee of \$75.00 will be charged for battery replacement.
12. Parking on the grass/yard is not allowed. \$50.00 for each violation will be charged. **Any vehicle parked on the premises must be in operating condition, both legally (current plates, inspection stickers) and mechanically. (No flat tires, missing parts, etc.)** Any and all costs associated with a tenant owned vehicle that is cited by the City as a Code violation will be the responsibility of the tenant. If residence is in a multi-family building (more than one unit), the lessee is allowed only two (2) parking spaces. Recreation and commercial vehicles, including, but not limited to boats, campers, trailers, step vans, etc., are not allowed. Lessee is not allowed to work on vehicles on the property.
13. The lessee will be responsible for any damages incurred due to the hanging of mirrors, pictures or other similar articles on walls or ceilings. The tape or glue backed picture hangers are not allowed. Small nails or small picture hangers are recommended.
14. Light bulb replacement, both inside and out is the lessee's responsibility.
15. **The lessee will be responsible for any repairs to screens and glass surfaces (windows and doors)** regardless of the cause of damage or breakage. Window and door coverings (curtains and/or blinds) are **not** provided by the lessor and are the sole

responsibilities of the lessee and must be white-backed. Sheets and blankets are not allowed to be used for window/door coverings.

16. The toilet and other plumbing apparatus will not be used for any purpose other than that for which they are constructed. No sweepings, food, rubbish, rags, sanitary napkins, paper towels or other substances will be thrown therein. ***Any toilet and/or drain/sewer line stoppage will be the sole responsibility of the lessees unless it is due to mechanical failure.***

17. All damages will be reported to the Management Co. immediately upon discovery: However, reporting damages does not release lessees from the responsibility for damage or for future damage.

18. **Any additional occupants of said premises must complete an application, be approved and sign the lease.**

19. Lessees will be responsible for the actions of their children.

20. **The changing of heating and AC filters is the sole responsibility of the lessee. Filters should be changed at least once every two months depending on use. (Changing the filters at least every two months will save on your electric bill!)** Any damage to the HVAC system as a result of dirty filters will be the responsibility of the lessees. If heating system requires fuel oil, lessees will be responsible for keeping enough fuel oil in tank for proper operation. If heating system is damaged or requires service as a result of lessees allowing fuel oil to run low or out, the lessees will be responsible for damages and the service call. If property requires natural or propane gas for heating, the lessee must keep gas service connected and is not allowed to heat the property in full or in part with any alternative heating source. Any damage to the property as a result of non-use of the primary heating source or the use of a secondary heating source will be the lessee's responsibility.

21. When temperatures are expected to drop below 20 degrees, it is the Lessee's responsibility to take all precautionary measures to protect pipes from freezing. There are several things you can do to avoid frozen and/or busted water pipes:

For kitchen or other sinks up against cold, exterior walls, open cabinet doors to allow warm air in your home to reach the pipes.

Allow a small trickle of hot and cold water to run overnight to keep pipes from freezing from your kitchen or bath sinks.

Wrap pipes with some sort of insulation, such as electric heat tape, insulation pipe, blankets or towels.

Keep heat on in your home a little warmer than usual.

If the hot water heater is stored in a storage room outside, keep the light on to keep heat in the room and/or run a small heater to keep room warm.

Disconnect all outside hoses and sprinklers from outside faucets.

22. Lessees will be responsible for the cost of and removal of objects causing stoppage or breakage of disposal.

23. Lessees will not make or permit any disturbing noises in or about the premises, or to permit anything by such persons that will interfere with the rights, comforts or conveniences of any other resident regardless of the hour of day or night. If lessee is convicted of the City of Raleigh's Nuisance Party Ordinance, or the City of Raleigh's prohibited noise ordinance, tenant(s) right to possession will be terminated and tenant(s) will be responsible for any fees that the City charges.

24. No resident will do or permit anything to be done in or on said premises, or to bring or keep anything therein which would result in an increase in the present fire insurance rate thereon.

25. No business of any type may be operated from the residence.

26. No locks will be changed or additional locks added to the property without the written consent of the agent.

27. If the lessee fails to return keys within 24 hours of vacating the premises, there will be a \$75.00 charge to replace locks.

28. **The lessor will not be responsible for exterminating pests of any kind.**

29. If the premise has air-conditioning provided, additional window air-conditioning units are not allowed.

30. **Maintenance calls will be taken only Monday through Friday, from 8:30am to 5:00pm except in emergency situations**

involving: 1) Heat 2) Burst plumbing 3) unable to gain access due to malfunctioning lock) 4) Sewer stoppage or 5) any other emergency situation.

31. Any costs, including, but not limited to, court costs, attorney fees & administrative fees, processing fees incurred for the purpose of enforcement of this lease agreement, will be the sole responsibility of the lessee.

32. Fireplace or grille ashes will be disposed of properly. Ashes should not be dumped on the ground as they may cause a fire. Anyone dumping ashes on the ground will be fined a minimum of \$50.00.

33. Use of tobacco products (smoking) is strictly prohibited inside all dwellings, violators will be subject but not limited to any cost associated with repairs of stains, burn marks and removing odors, etc. The tenant may be held responsible for any property damaged associated with any fire or damage due to smoking on the interior or exterior.

34. If property is damaged or destroyed, the landlord/agent will not be responsible for repair and/or replacement of lessees' personal property, nor will the landlord/agent be responsible for providing any temporary housing should property become uninhabitable. **Lessees should carry personal property insurance.**

35. Lessee must keep all utilities, including, but not limited to, water, gas, electricity, propane, fuel oil, etc., on (or fuel oil and propane in tank) at all times during tenancy. Any damage incurred as a result of utilities not being on (such as frozen, burst plumbing, damage to HVAC system, etc.) will be the sole responsibility of the lessee(s).

36. Lessees are responsible for keeping said premises clean and neat so as not to be conducive to insects and rodents. If said unit is not kept in a clean and neat manner, Lessor may terminate lease agreement.

37. If residence is located in a homeowner association, lessees must abide by the association documents and rules and regulations.

38. IF RESIDENCE HAS GAS LOGS, FIREPLACE DAMPER/FLUE MUST BE OPEN DURING OPERATION OF GAS LOGS. Lessee(s) agrees to operate gas logs at his/her own risk.

39. Tenant(s) understand that if property is cited for a government code violation and this is due to the conduct of the tenant(s), the tenant(s) will be responsible for any and all fees due to the Code violation. Tenant also understands that if property is cited for a government violation due to the conduct of the tenant(s) conduct, tenant(s) right to occupancy will be terminated.

40. Trash collection is provided by the City of Raleigh or other service. The City will provide each residence with a rolling garbage can. (Unless a dumpster is provided) Each trash can is to be stored in the rear of the home, out of sight from the street. All garbage for each home shall be placed in the can and rolled to the curb on the day designated by the City as garbage pickup day. Once the garbage has been picked up, residents must return their individual cans to the rear area by sunset the day after the garbage has been picked up. Failure by an owner to return their garbage can to the rear of the home may result in a daily fine until the can is placed back in the rear of the home. Trash cans are not allowed to be kept in the front or on the side of the homes. **Violators will be subject to a fine.**

Recycling: The City of Raleigh provides recycle bins and pick up service for recyclable items (glass, newspapers, plastic containers, etc.) Recycling bins should be kept inside, or in the back, out of sight from the street.

RECYCLING BINS ARE NOT PERMITTED IN THE FRONT OF THE HOMES AS THEY ARE UNSIGHTLY. VIOLATORS WILL BE SUBJECT TO A FINE.

If there are any problems with trash/garbage or recycling please call the City of Raleigh – 919-996-3245 or other service provider.

41. Lessees will complete, sign, and return an inspection report listing any existing conditions or damages to said property. If the inspection report is not completed, signed and returned, lessees may be held responsible for any and all damages whether existing or not at the time of occupancy.

This is to certify that I have read these rules and regulations and understand that they are a part of my lease agreement with Pindell-Wilson Prop. Management Company (per page 2, Paragraph #16)

_____(SEAL) _____(SEAL) _____(SEAL)
(LESSEE) (LESSEE) (LESSEE)

(LESSEE) DATE _____