

Sea Coast Rentals

5710 Oleander Drive • Suite 101 • Wilmington, NC 28403
(910) 782-2107



1. Addendum A, Rules and Regulations Attachment

1.1 TENANT NAME / ADDRESS

<<Tenants (Financially Responsible)>>

<<Unit Name>><<Unit Address>>

You have rented a property at Seahawk Cove and we will have a more comfortable relationship if each of us understands our responsibilities. While you are in possession of the property, please think of it as your own and care for it accordingly. Notify us promptly of any needed repairs to fixtures, heating and air-conditioning, plumbing systems, kitchen appliances, and any electrical problems.

Please understand that when you notify us after normal business hours, only emergencies will be handled. All non-emergencies will be handled during normal working hours. You must also understand that we place a service request with local businesses and they schedule the work.

1.2 RENTER'S INSURANCE:

We urge you to see an Insurance Agent about acquiring renter's insurance. The property owner's insurance DOES NOT cover loss of or damage to your personal property, nor does it cover you in the event you are sued.

1.3 RENT:

All rent is due on the first (1st) day of the month, and may be paid on-line, check or money order. Rent paid after the fifth (5) day of the month shall have the appropriate late charge added, and can be paid ONLY BY MONEY ORDER, OR CERTIFIED FUNDS. Checks and money orders shall be made payable to Sea Coast Rentals. Please insure that your address is noted on your check/money order for proper credit.

1.4 CHECK CHARGES:

A \$25.00 charge will be made for checks not honored by your bank for any reason. After two (2) returned checks or one (1) within a six-month lease, you will be required to make payment by either money order or certified funds. We will not accept your personal check.

1.5 MOVE-IN INSPECTION:

Upon move-in, you will be given a move-in inspection form. It is beneficial to you to go through the house room by room, making your inspection and noting discrepancies. Be specific when making your notations. The inspection form must be returned to us within seven (7) business days or we will consider the property to be in good to excellent condition with no discrepancies. We use this inspection form when we perform your move-out inspection.

1.6 SMOKE/CARBON MONOXIDE DETECTORS:

Smoke detectors are now required in all rental properties. Carbon monoxide detectors are required in many properties. They must be in working condition upon your moving in. It is your responsibility to notify us immediately if the unit is not working, replace all batteries when necessary and notify us in writing when the unit needs replacing or repair.

1.7 SMOKE FREE COMMUNITY.

We promote a healthy lifestyle for all residents and their guests, therefore our community is designated as a smoke-free environment. Smoking (including medical marijuana, e-cigarettes or electronic smoking apparatus) is not allowed in any part of the community and includes all areas inside the unit, breezeways, parking lot, amenities or sidewalks. \$500 fine will be implemented per occurrence.

1.8 GUESTS.

There are to be no more than 10 guests at a time in any unit. No more than 5 guests at a time on any balcony. Owner has right to remove any guest who are deemed to be in violation of any of the terms of the law or community Rules and Regulations.

1.9 LOCK OUTS:

If you should lock yourself out of your home, and this occurs during our NORMAL BUSINESS HOURS, you may come to the office and borrow our key, if one is available. If DURING NORMAL BUSINESS HOURS, the situation demands that we send someone from our office to unlock the home, you will be charged **\$60.00**. If the lock out occurs AFTER NORMAL BUSINESS HOURS, you must call a locksmith.

1.10 PETS:

Absolutely NO ANIMALS of (this includes fish tanks of any kind) any kind are allowed on the premises. Unauthorized pets will be required to be removed from the property and you will be charged a pet fee in the amount of \$500. No pet sitting is allowed. No pet visitors are allowed. Landlord will perform pet inspections without notifying tenant(s) if an unauthorized pet is suspected. IN ADDITION, you agree to have the premises sprayed for fleas and must provide us with a paid receipt from a professional exterminating company if any pet is found in your possession.

1.11 PESTS:

If, upon move-in, you find that you have insects or bugs, you must note this on your move-in inspection form. You have seven (7) days to notify our office or we will consider the property to be in good to excellent condition with no discrepancies. If you reported insects or bugs, we will have the property exterminated. If you discover, after the seven (7) day period, that you have insects or bugs, it becomes your responsibility to have the property exterminated.

1.12 VEHICLES

Vehicles placed on the premises must be in an operable condition. Vehicles not in an operable condition for 48 hours may be towed at the vehicle owner's risk and expense. Vehicles are not to be operated on lawns or sidewalks. The repair of motor vehicles anywhere on the premises is prohibited. This includes changing oil, doing tune-ups, rotating tires and flushing radiators.

1.13 NOISE

Noise is to be kept at a level not to disturb neighbors. If neighbors can hear you through the walls, you're too loud. If a noise disturbance is filed about your apartment, you may be fined **\$100 for a noise violation**. Tenant agrees that Tenant or their guest's or the Roommates or their respective guests shall not: (a) be loud, obnoxious, disorderly, boisterous, or unlawful; (b) disturb or threaten the rights, comfort, health, safety, or convenience of anyone in or near the apartment community; (c) engage in or threaten violence (d) display, discharge, or possess a gun, knife or other weapon.

1.14 OUTSIDE TRASH

Tenants are not responsible for outside maintenance, however, if you are found leaving trash anywhere but in the appropriate receptacles, you will be fined \$100. Any trash left outside front door, tenant(s) will be charged \$25 per bag for each tenant.

1.15 ENTRY BY LANDLORD:

We shall make a reasonable effort to notify you of our intent to enter the property prior to entering for any purpose so that you may arrange to be present or otherwise prepare for entry. IN EMERGENCY SITUATIONS, WE WILL ENTER THE PREMISES WITHOUT YOUR EXPRESS PERMISSION. Emergency situations are those situations where there is reasonable belief the immediate danger or destruction to person or property is likely to happen. Examples are potential gas, smoke, or electrical fire danger, as well as physical abuse or gunshots. You shall permit us to have access to the premises during reasonable hours for the purpose of:

- a. Inspecting the premises
- b. Making such repairs, alterations, improvements and/or additions thereto as we may deem appropriate
- c. Showing the premises to prospective tenants or roommates:
 - i. During your lease agreement or when you notify our office of your intent to vacate by submitting a written notice, you agree to allow Sea Coast Rentals to show the unit to prospective tenants or roommates. If you are not at home at the time of the showing to a prospective tenant it is understood that we are authorized to enter the unit for showing purposes. You acknowledge and agree that the key may be located on the door in a key box. Every effort will be made to contact you prior to any showing. We have the right and you acknowledge the right.

1.16 MAINTENANCE:

You are expected to maintain the premises and keep it in as good condition as when you took possession of the premises. Repairs that are needed because of normal wear and tear will be repaired by us. You will be charged for repairs caused by misuse or neglect. All breakdowns, system failures and structural defects should be reported to us and we will make necessary repairs within a reasonable time. You CANNOT authorize any maintenance and/or repairs at our expense. You WILL NOT be reimbursed for any UNAUTHORIZED

REPAIRS you make yourself. You CANNOT withhold rent due because of needed maintenance and/or repairs. You CANNOT deduct the cost from your rent for needed maintenance and/or repairs. Listed below are maintenance and/or repairs that you are required to make at your expense.

- a. Replacement of unusable light bulbs.
- b. Replace/Repair torn and/or damaged screens caused by your negligence
- c. Replacement of broken/damaged windows, window locks, and door locks caused by your negligence
- d. Replacement/Repair of cabinet catches, knobs and/or handles caused by your negligence
- e. Replacement of heating/air-conditioning filters at least every month
- f. Responsible for any stoppage and/or damage caused by misuse

You are also expected to maintain the premises and make it a comfortable and habitable place for you. When you request repairs, you are required to call the MAINTENANCE CALL CENTER and give them your name, address, phone number, and a brief description of the problem, including when it first occurred. Then a service request for the appropriate service provider will be placed. It will be necessary for you to be home when the service provider schedules your repair or you will need to give permission for the service provider to enter with our key. If you have an appointment scheduled with a service provider and are not home when they arrive, you will be charged for a service call. Listed below are repairs that we are responsible for and will make at no cost to you:

- a. Repairs to heating and air conditioning systems caused by normal wear and tear
- b. Replacement of heating elements in the hot water tank caused by normal wear and tear
- c. Repair leaks caused by normal wear and tear
- d. Repair/Service all appliances which fail to operate when caused by normal wear and tear
- e. Repair/Service any part of the plumbing which fails to operate when caused by normal wear and tear

1.17 ELECTRICAL OUTLETS-FUSES-TRIPPED CIRCUIT BREAKERS

If fuses, tripped circuit breakers and electrical outlets are not functioning properly, we are more than willing to call a service provider to repair the cause. If, however, upon arriving, the problem is nothing more than a tripped circuit breaker, or blown fuse, or the oven timer needs to be reset you will be charged for the service call. Check the ground fault circuit breaker (GFI). These are usually placed on circuits that operate kitchens, bathrooms and/or exterior outlets.

1.18 TENANT ABSENCE

If you are going to be continuously absent from the premises for more than ten (10) days, you are required to notify us in advance. Your failure to notify us may result in your being charged for any damages caused by your absence. To protect your personal property, you should notify the Police Department or the Sheriff's Department, whichever jurisdiction you are located in.

1.19 USE OF LEASED PREMISES:

The leased premises shall be used as a multi family private dwelling only. Tenant(s) shall NOT permit the leased premises to be used for the following purposes:

- a. To conduct any offensive, noisy, unlawful, or dangerous activity
- b. Repair of any vehicle
- c. To conduct any business of any type, including child care.

1.20 SATELLITE DISHES:

No satellite dishes shall be placed or erected upon any property.

1.21 BASE HOUSING:

Under no circumstances will you be released from the terms of the Residential Rental Contract for the purpose of occupying base housing prior to the expiration of the lease.

1.22 MOVE-OUT:

1. You shall not be liable for any rent accruing after the natural termination of the lease provided you have:
 - a. Submitted a written ninety (90) day notice
 - b. Vacated the premises
 - c. Returned all keys

1.23 SECURITY DEPOSITS

A Security Deposit is money you place on deposit with us to ensure the premises are returned to us in the same condition that you received it, normal wear and tear excluded. A move-out inspection is performed after your personal property is removed from the premises, you have complied with the move-out cleaning instructions, and you have turned in the keys and other items related to the property. We will conduct our inspection and compare your Move-Out Inspection to your Move-In Detailed Inspection Form and the prior tenants' Move-Out Detailed Inspection Form. Your Security Deposit will be refunded to you within 30 days, along with an itemized statement of any deductions made from your security deposit

1.24 MISCELLANEOUS

KEROSENE HEATERS ARE NOT ALLOWED, DO NOT USE THEM!

- a. **DO NOT** use volatile or flammable materials in property that would constitute a fire hazard. Such materials include gas, explosives, refinishing chemicals, etc.
- b. **DO NOT** flush objects down the toilet such as diapers, sanitary napkins, paper towels, facial tissue and/or newspapers. If a maintenance request is submitted and the stoppage is not from normal causes (broken lines, and/or mechanical failure, you must pay the plumbing bill.
- c. **YOU SHALL NOT** engage in or permit any drug related criminal activity in the leased premises, hallways, parking area, maintenance area or any other common areas (the foregoing are collectively referred to herein as the "premises), or engage in or permit an activity that endangers the health and safety of other residents or engage in or permit any activity that is otherwise injurious to the community or to the reputation of the premises. Examples of such conduct shall include, but shall not be limited to, permitting any co-resident, occupant, member of resident's household, or family, guest, invitee, or other persons you permit to occupy or use the premises, to use, manufacture, purchase, sell or otherwise distribute illegal drugs or illegal drug related paraphernalia. The restrictions contained herein are material obligations under the lease and violations can result in eviction or up to a \$500 fine.
- d. In the event damage occurs to the premises because you failed to notify us of a needed repair, you will be held responsible for the cost of the resulting damage.
- e. Landlord reserves the right to change or amend the "Rules and Regulations" from time to time as Landlord sees fit in their sole discretion.

1.25 WAIVER OF PERFORMANCE:

The failure of the Landlord to insist upon performance of any of the conditions of the lease in any one or more instances shall not be a waiver thereafter of the right to full performance of all the terms and conditions set forth when performance is due.

1.26 ASSIGNMENT AND MITIGATION OF DAMAGES:

Tenant shall not assign or sublet the premises during the term without Landlords' written consent. If, during the term, without cause and without having presented a suitable assignee or sub-tenant, Tenant vacates the premises, it shall be the Landlord's duty to mitigate damages by making every reasonable effort to re-rent the premises for the remainder of the term.

1.27 TIME OF THE ESSENCE:

Time is of the essence in the matter of possession of the premises, and the failure of either party to permit possession by the party entitled thereto shall entitle the offended party to any damages provided by law. If initial possession on the date provided is denied Tenant because of possession by Landlord, failure of Landlord to complete initial repairs, or other fault of Landlord, Tenant may, upon being so denied such possession for a period in excess of 72 hours terminate the lease by notifying Landlord and if so terminated Tenant shall be entitled to a return of money paid under the lease. If occupancy is denied due to possession by third persons beyond the Landlord's control, in excess of 72 hours, tenant may void this lease and have all money paid under the lease returned.

1.28 MERGER CLAUSE:

This writing and exhibits attached hereto contain the entire agreement of the parties and there are no promises, understandings, or agreements of any kind pertaining to this contract other than those stated herein.

1.29 LAWSUITS:

If either party successfully enforces this lease in court, or successfully asserts or defends the existence or validity of this agreement, the successful party shall be awarded court costs. Attorney's fees shall be paid as provided by law.

1.30 SEA COAST RENTAL OFFICE HOURS:

____Monday-Friday, 8:30-5:00 - 910-202-3673_____

X _____
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