

RENTAL RULES, REGULATIONS, AND GUIDELINES

AGENCY RELATIONSHIP DISCLOSURE: The tenant acknowledges that the property manager is an agent of the landlord and therefore a fiduciary/principal relationship exists between the landlord and agent. However, the agent is still required to treat any tenant in accordance with the law and REALTOR Code of Ethics.

PROPERTY CONDITION: Unless noted in the Rental Contract, the tenant accepts and receives the property in "as is" condition as of the date of signing the rental contract. No additional cleaning or maintenance will be performed on the property beyond needed mechanical and structural repairs. A **Move-in/Move-Out** will be provided to you prior to occupying the property for your review and corrections. The report must be returned within five (5) days of occupancy. **IF YOU FAIL TO RETURN THE REPORT, THE ORIGINAL REPORT WILL BE USED TO DETERMINE ANY DAMAGES UPON VACANCY.**

KEY POLICY: The tenant will receive a key to the primary entrance door. Locks are generally not changed between tenants unless the previous tenants were evicted or did not return keys. Locks can be changed at the tenant's request and expense. If you should change your own locks, a key must be provided to the property manager. If you fail to provide a key, a locksmith will be called to provide a key at the tenant's expense.

REPAIR POLICY: Call the rental company to report or request all needed repairs. Mechanical and structural repairs will be repaired as soon as possible. Cosmetic repairs will be performed at the Landlord's option. Repairs due to normal wear and tear are the Landlord's responsibility and expense. Damages caused by the tenant's abuse of the property beyond normal wear and tear will be repaired at the tenant's expense. Any cost for repair requests that result in "no repair needed" will be at the tenant's expense.

PAYMENT POLICY: Rental payments can be made in cash, check or money order. All checks must be made payable to BLUE HERON DEVELOPERS. DO NOT MAIL CASH. Your payment must be **received** by the date indicated in the rental contract to avoid late fee. Mail your payment to: **6425 Sentry Oaks Drive, Wilmington, NC 28409.**

INFESTATION POLICY: Unless otherwise noted, the landlord is not responsible for treatment of any infestation by insects, bugs, rodents, or other creatures.

IMPROVEMENTS TO THE PROPERTY: The rental contract provides that the tenant may not make improvements to the building without written permission of the Landlord or his agent. If you paint a room or perform other repairs or improvements to the property without permission, this can be considered damaged when you vacate.

FUSE/CIRCUIT BREAKERS: It is the tenant's responsibility to replace broken fuses and to reset tripped circuit breakers. Tripped circuit breakers are reset by turning off and then back on. If the circuit breaker continues to "trip" it may be due to overloading the circuit. If it continues to trip when the circuit is not in use, please call the office for a repair. Replace fuses with the same amperes (size) as the blown fuse. Larger amp fuses can cause damage to the fuse box and create a fire hazard. If you are unable or unwilling to replace a fuse, a repair call can be requested at the tenant's expense. If a repair results in a fuse replacement or resetting of a breaker, the tenant will be responsible for the expense.

YARD MAINTENANCE: In the event you rent a property with a yard, the tenant is responsible for all yard care, unless the landlord or an association is performing it. Yard care includes, but is not specifically limited to, grass cutting, leaf collection and bush trimming to prevent house or other property damage and maintain the appearance of the property. The landlord reserves the right to have yard and plants maintained at the tenant's expense if not being performed by the tenant.

FIREPLACE/CHIMNEY: The tenant is responsible for cleaning the chimney and fireplace. If an accredited chimney sweep or other inspector determines the fireplace is not safe, it will be repaired.

LIGHTBULBS: The landlord does not provide light bulbs. DO NOT place more than a 60watt bulb in

any ceiling fixture and certainly not a higher wattage than recommended by the fixture.

HEATING/COOLING: Depending on the system, there is only minor tenant maintenance required of your heating/cooling systems. However, most systems do have air filters that require changing or cleaning on a periodic basis. Most systems will operate more efficiently with clean air filters. Air filter should be replaced or cleaned every **30 days at the minimum.**

Failure to change air filters or to maintain an air filter in the system can and will most likely cause damage to the system. The repair company easily determines damage as a result of dirty or missing air filters. The expense of repair damage as a result of this action will be the responsibility of the tenant.

Fuel source systems (gas/oil/kerosene) can also be damaged if the tank is allowed to become empty during use, usually clogging fuel filters or nozzles within the unit. If the tenant allows this to happen, the repair will be at the tenant's expense and, once again, is easily determined by the repair company. If your system fails to come on, please check circuit breakers/fuses. If the system still fails to operate, please call the office to initiate a repair.

SMOKE DETECTORS/ALARMS: NC LAW (1/1996) requires landlords to install smoke detectors in all residential rental units. North Carolina General Statutes 42-42 specify that the landlord shall place new batteries in any battery-operated smoke detector at the beginning of the initial term of tenancy. During the tenancy, the tenant is responsible for battery replacement. The landlord will replace/repair the smoke detector upon receiving written notice from the tenant of its failure during the tenancy.

LATE NOTICES: If you fail to pay your rent as outlined in the rental contract, you will receive a late notice providing ten (10) days to make such payment. If you fail to pay rent on or before the date agreed upon in the contract on a regular basis, you can expect to receive a late notice on a regular basis. In accordance with NC Law, the ten-day period begins from the date of the notice, NOT when it is received. **Landlords do not like late payments.** If your rent is not received within the terms of the rental agreement and late notice, you will be evicted. If you are unable to pay the rent as agreed, it is better to communicate with the property manager so that, perhaps, an agreeable payment method can be established that month. **If you do not receive mail at the property address, it is your responsibility to notify the rental company. IF YOU BECOME A HABITUAL LATE PAYER, YOU CAN EXPECT TO RECEIVE A LATE NOTICE DATED THE FIRST OF EACH MONTH.**

Repairs to be made:

I have read and accept these rules and regulations.

Date

Date

Tenant

Landlord

Tenant

Blue Heron Developers, Inc.