

## MASS MAILING

The attached document is part of a mass mailing received in Docket Nos. 96-83 and 95-59. The following list specifies the names of the parties filing formal comments (ex parte presentations). The number of identical documents as specified in the File Number/City, St. field have been received by the Commission on this same date. You may contact an information technician in the Public Reference Room, Room 239 or 230 to view the documents.

Docket Number	Receipt/Adopted/Issued	Name of Applicant
96-83	7/15/96	ACADIA MANAGEMENT COMPANY
96-83	7/15/96	ARMAND PLACE
96-83	7/15/96	ARTCRAFT COMPANIES, THE
96-83	7/15/96	ARTHUR MAYS VILLAS
96-83	7/15/96	ASBURY ARMS
96-83	7/15/96	ASHLEY WOODS
96-83	7/15/96	ATLANTIC GARDENS
96-83	7/15/96	ATLANTIC TERRACE
96-83	7/15/96	AUTUMN RUN
96-83	7/15/96	BAY CREST VILLAGE
96-83	7/15/96	BAY PLACE, THE
96-83	7/15/96	BAY WEST
96-83	7/15/96	BENNINGTON SQUARE APARTME
96-83	7/15/96	BENNINGTON SQUARE APARTME
96-83	7/15/96	BETHEL BISHOP CHAPPELLE
96-83	7/15/96	BETHEL BISHOP CHAPPELLE A
96-83	7/15/96	BH EQUITIES, INC
96-83	7/15/96	BH MANAGEMENT SERVICES,
96-83	7/15/96	BLUFFS, THE
96-83	7/15/96	BOB ROSS REALTY
96-83	7/15/96	BOCO EAST
96-83	7/15/96	BOULDER SPRINGS
96-83	7/15/96	BRANSON PLACE
96-83	7/15/96	BRIDGEDALE TERRACE APARTM
96-83	7/15/96	BRIGHTON PLACE
96-83	7/15/96	BROAD VIEWE APARTMENT COM
96-83	7/15/96	CALIBRE CROSSING APARTMEN
96-83	7/15/96	CAMBRIDGE PLACE
96-83	7/15/96	CANBIDGE PLACE
96-83	7/15/96	CARRIAGE PLACE
96-83	7/15/96	CARRIGE PLACE
96-83	7/15/96	CEDAR RIM APARTMENTS
96-83	7/15/96	CHAMBERS RIDGE APARTMENTS
96-83	7/15/96	CHAPEL RIDGE
96-83	7/15/96	CHASCO WOODS APARTMENTS
96-83	7/15/96	CHASCO WOODS APARTMENTS
96-83	7/15/96	CHEYENNE WOODS
96-83	7/15/96	CHURCHILL PARK APARTMENTS
96-83	7/15/96	CITATION NORTH
96-83	7/15/96	CITATION NORTH
96-83	7/15/96	CITY HEIGHTS APARTMENTS
96-83	7/15/96	CLINTON MANOR APARTMENTS
96-83	7/15/96	COLONY, THE
96-83	7/15/96	COMMUNITY MANAGEMENT CORP
96-83	7/15/96	COMMUNITY REALTY COMPANY
96-83	7/15/96	COOPER'S POND APARTMENTS
96-83	7/15/96	COOPER'S POND APARTMENTS
96-83	7/15/96	COUNTRY PLACE APARTMENTS
96-83	7/15/96	COUNTRY WOODS
96-83	7/15/96	COUNTRY WOODS
96-83	7/15/96	COUNTRY WOODS

Docket Number	Receipt/Adopted/Issued	Name of Applicant
96-83	7/15/96	CRESTVIEW VILLA APARTMENT
96-83	7/15/96	CROFT HOUSE, INC.
96-83	7/15/96	CROHNEIM MANAGEMENT SERVI
96-83	7/15/96	DESHLER APARTMENTS
96-83	7/15/96	DIAL COMMUNITIES, INC.
96-83	7/15/96	DMC MANAGEMENT COMPANY
96-83	7/15/96	DOMINION CAPITAL, INC.
96-83	7/15/96	DOMINION MANAGEMENT, INC.
96-83	7/15/96	DOMINION MANAGEMENT, INC.
96-83	7/15/96	DRUCKER & FALK
96-83	7/15/96	DRUKER & FALK
96-83	7/15/96	DUNLAP & MAGEE
96-83	7/15/96	EAGLE CREEK, CAMDEN PROPE
96-83	7/15/96	EAST VILLAGE, INC.
96-83	7/15/96	EASTRIDGE APARTMENTS
96-83	7/15/96	EMBERWOOD LUXURY
96-83	7/15/96	EMBERWOOD, LUXURY APARTME
96-83	7/15/96	EMERALD VALLEY
96-83	7/15/96	ENSOR FOREST
96-83	7/15/96	EVANS WITHYCOMBE RESIDENT
96-83	7/15/96	FAIRWOOD APARTMENTS
96-83	7/15/96	FAIRWOOD APARTMENTS
96-83	7/15/96	FOREST PARK SOUTH APARTME
96-83	7/15/96	FOX RUN
96-83	7/15/96	FOX RUN
96-83	7/15/96	G.T. PROPERTIES
96-83	7/15/96	GILES COUNTY HOUSING & DE
96-83	7/15/96	GLEN LAKES APARTMENTS
96-83	7/15/96	GLENDALE TERRACE APARTMEN
96-83	7/15/96	GLENDALE TERRACE APTARTME
96-83	7/15/96	GLENDALE TERRACE APTARTME
96-83	7/15/96	GLENDALE TERRACE APTARTME
96-83	7/15/96	GLENS APARTMENTS, THE
96-83	7/15/96	GORSUCH MANAGEMENT
96-83	7/15/96	GREATER CINCINNATI & NORT
96-83	7/15/96	GREENWOOD PARK APARTMENT
96-83	7/15/96	HARBOR CLUB DOWNS
96-83	7/15/96	HARBOR MANAGEMENT
96-83	7/15/96	HARBOR MANAGEMENT, INC.
96-83	7/15/96	HARDESTY REALTY CORP.
96-83	7/15/96	HAROLD APARTMENTS
96-83	7/15/96	HAYES PLACE
96-83	7/15/96	HEDGES, THE
96-83	7/15/96	HERITAGE PARK APARTMENT
96-83	7/15/96	HERITAGE PARK APARTMENTS
96-83	7/15/96	HERITAGE PARK APARTMENTS
96-83	7/15/96	HERITAGE VILLAGE APARTMEN
96-83	7/15/96	HIGHLAND CREEK APARTMENTS
96-83	7/15/96	HILLCREST INDUSTRIES, LC
96-83	7/15/96	HOLLY COURT APARTMENTS
96-83	7/15/96	HUNTER CHASE
96-83	7/15/96	HUNTERS CHASE
96-83	7/15/96	INDEPENDENCE HILL
96-83	7/15/96	INNOVATIVE REAL ESTATE MA
96-83	7/15/96	INNOVATIVE REAL ESTATE MA
96-83	7/15/96	INSIGNIA MANAGEMENT GROUP
96-83	7/15/96	INSIGNIA MANAGEMENT GROUP
96-83	7/15/96	INSIGNIA MANAGEMENT GROUP
96-83	7/15/96	INSIGNIA MANAGEMENT GROUP
96-83	7/15/96	INSIGNIA MANAGEMENT GROUP

Docket Number	Receipt/Adopted/Issued	Name of Applicant
96-83	7/15/96	INSIGNIA MANAGEMENT GROUP
96-83	7/15/96	IRWIN R. ROSE AND COMPANY
96-83	7/15/96	JONATHAN'S LANDING
96-83	7/15/96	KALMIA APARTMENTS
96-83	7/15/96	LAFAYETTE SQUARE
96-83	7/15/96	LAKES, THE
96-83	7/15/96	LAKESIDE APARTMENTS
96-83	7/15/96	LAKEVILLE RESORT APARTMEN
96-83	7/15/96	LAKEVILLE RESORTS APARTME
96-83	7/15/96	LANDAU APARTMENTS
96-83	7/15/96	LANDAU APARTMENTS
96-83	7/15/96	LANE COMPANY
96-83	7/15/96	LAURENS VILLA APARTMENTS
96-83	7/15/96	LAWN WOOD APARTMENTS
96-83	7/15/96	LEXINGTON APARTMENTS, THE
96-83	7/15/96	LINCOLN PROPERTY COMPANY
96-83	7/15/96	LIVE OAK PROPER TIES
96-83	7/15/96	LIVE OAK PROPERTIES
96-83	7/15/96	LOCKWOOD GROUP, THE
96-83	7/15/96	LYNCO, INC.
96-83	7/15/96	MANAGEMENT SUPPORT
96-83	7/15/96	MEADOW TERRACE APARTMENTS
96-83	7/15/96	METROPOLITIAN MANAGEMENT
96-83	7/15/96	MICHELSON ORGANIZATION
96-83	7/15/96	MISTY WOODS
96-83	7/15/96	MORNINGSIDE APARTMENTS
96-83	7/15/96	MORNINGSIDE APARTMENTS
96-83	7/15/96	MOUNTAIN TERRACE APARTMEN
96-83	7/15/96	MT. ZION AME APARTMENTS
96-83	7/15/96	NEWPORT MANOR
96-83	7/15/96	NORTH DALLAS CROSSING APA
96-83	7/15/96	OAKLAND APARTMENTS
96-83	7/15/96	PARK LAUREATE
96-83	7/15/96	PARKDALE APARTMENTS
96-83	7/15/96	PATTERSON MANAGEMENT GROU
96-83	7/15/96	PEMBROKE VILLAGE
96-83	7/15/96	PEMBROKE VILLAGE
96-83	7/15/96	PEPPERTREE
96-83	7/15/96	PIERCE CONST. CO., INC.
96-83	7/15/96	PIERCE PROPERTIES, INC.
96-83	7/15/96	PINE MANOR APARTMENTS
96-83	7/15/96	PINEAPPLE PLACE
96-83	7/15/96	PINEHAVEN VILLAS
96-83	7/15/96	PINEHAVEN VILLAS
96-83	7/15/96	PINETREE APARTMENTS
96-83	7/15/96	PINEWOOD PARK APARTMENTS
96-83	7/15/96	PINNACLE REALTY MANAGEMEN
96-83	7/15/96	PLAINVIEW
96-83	7/15/96	POINT JAMES
96-83	7/15/96	POTTERS MILL APARTMENTS
96-83	7/15/96	POTTERS MILL APARTMENTS
96-83	7/15/96	PRESIDENTIAL HOUSE AT SKY
96-83	7/15/96	PRESIDENTIAL HOUSE AT SKY
96-83	7/15/96	PROPERTY ASSET MANAGEMENT
96-83	7/15/96	PROPERTY ASSET MANAGEMENT
96-83	7/15/96	PROPERTY ASSET MANAGEMENT
96-83	7/15/96	PROPERTY ASSET MANAGEMENT
96-83	7/15/96	RAINY MEADOWS
96-83	7/15/96	RANDOL MILL TERRACE
96-83	7/15/96	REAL ESTATE BOARD OF NY,

Docket Number	Receipt/Adopted/Issued	Name of Applicant
96-83	7/15/96	REGENCY GRANADA
96-83	7/15/96	REMINGTON PLACE APARTMENT
96-83	7/15/96	RIDGECREST APARTMENTS
96-83	7/15/96	RIVER OAKS
96-83	7/15/96	RIVER'S EDGE
96-83	7/15/96	RIVERDALE APARTMENTS
96-83	7/15/96	RIVERS OAKS
96-83	7/15/96	ROCHESTER APARTMENTS
96-83	7/15/96	ROSELAND PLACE
96-83	7/15/96	ROSS CRUST
96-83	7/15/96	ROSS CRUST
96-83	7/15/96	RPM MANAGEMENT COMPANY
96-83	7/15/96	S.L. NUSBAUM REALTY CO.
96-83	7/15/96	SEASONS SENIOR APARTMENTS
96-83	7/15/96	SHANNON MANOR
96-83	7/15/96	SHERRIL OAKS APARTMENTS
96-83	7/15/96	SHERWOOD APTS. ASSOC., LT
96-83	7/15/96	SIGNAL POINTE RENTAL COMM
96-83	7/15/96	SNOWDEN VILLAGE
96-83	7/15/96	SNOWDEN VILLAGE
96-83	7/15/96	SOCIETY PARK
96-83	7/15/96	SOUTH OAKS, CAMDEN PROPER
96-83	7/15/96	SOUTH POINT APARTMENTS
96-83	7/15/96	SOUTH POINT APARTMENTS
96-83	7/15/96	SOUTHERN HILLS APARTMENTS
96-83	7/15/96	SOUTHPOINT
96-83	7/15/96	ST. STEPHENS
96-83	7/15/96	STONE HOLLOW
96-83	7/15/96	SUMMIT PROPERTIES
96-83	7/15/96	SUMMIT REAL ESTATE
96-83	7/15/96	SUNRUNNER
96-83	7/15/96	SUNSCAPE
96-83	7/15/96	TENNIS WORLD APARTMENTS
96-83	7/15/96	TERRACE ROYALE
96-83	7/15/96	TERRACE ROYALE
96-83	7/15/96	THE HUNTINGDON
96-83	7/15/96	THE GLAD3ES
96-83	7/15/96	THE GLADES
96-83	7/15/96	THE HABITAT COMPANY
96-83	7/15/96	THE HUNTINGDON
96-83	7/15/96	THE LAKE APARTMENTS
96-83	7/15/96	THE LAKE APRTMENTS
96-83	7/15/96	THE LANDING APARTMENTS
96-83	7/15/96	THE LANDING APARTMENTS
96-83	7/15/96	THE LIBERTY THE SCHOOL HO
96-83	7/15/96	THE LIBERTY, THE SCHOOL H
96-83	7/15/96	THE MEADOWBROOK APARTMEN
96-83	7/15/96	THE MEADOWBROOK APARTMEN
96-83	7/15/96	THE PLACE
96-83	7/15/96	THE VILLAGE
96-83	7/15/96	THE VILLAGE
96-83	7/15/96	TIMBER RIDGE APARTMENTS
96-83	7/15/96	TOWNE CENTRE VILLAGE
96-83	7/15/96	TOWNE CENTRE VILLAGE
96-83	7/15/96	TOWNE CENTRE VILLAGE
96-83	7/15/96	TOWNHOMES IN PINES GENERA
96-83	7/15/96	TRESTLES OF BAYTOWN
96-83	7/15/96	TRESTLETREE VILLAGE
96-83	7/15/96	VANDERBILT SQUARE
96-83	7/15/96	VILLAGE APARTMENTS

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96-83	7/15/96	VILLAGE GREEN
96-83	7/15/96	VILLAS OF HENDERSON PASS
96-83	7/15/96	VILLIAGE GREEN
96-83	7/15/96	VININGS GROUP, THE
96-83	7/15/96	WALDEN RESIDENTIAL PROPER
96-83	7/15/96	WALDEN RESIDENTIAL PROPER
96-83	7/15/96	WALDEN RESIDENTIAL PROPER
96-83	7/15/96	WALLICK COMPANIES, THE
96-83	7/15/96	WARNER CENTER APARTMENTS
96-83	7/15/96	WEBSTER COURT ASSOCIATES
96-83	7/15/96	WELLSFORD RESIDENTIAL PRO
96-83	7/15/96	WELLSFORD RESIDENTIAL PRO
96-83	7/15/96	WELLSFORD RESIDENTIAL PRO
96-83	7/15/96	WEST CHASE APARTMENTS
96-83	7/15/96	WESTCHESTER PARK
96-83	7/15/96	WESTVIEW APARTMENTS
96-83	7/15/96	WESTVIEW APARTMENTS HOMES
96-83	7/15/96	WESTWOOD/ENGLISH VILLAGE
96-83	7/15/96	WILDE WOOD PLACE APARTMEN
96-83	7/15/96	WILDEWOOD PLACE APARTMENT
96-83	7/15/96	WILDWOOD APARTMENTS
96-83	7/15/96	WILTON COMPANIES, THE
96-83	7/15/96	WINNSBORO ARMS APARTMENTS
96-83	7/15/96	WISTON PROPERTY MANAGEMEN
96-83	7/15/96	WOODCREST APARTMENTS
96-83	7/15/96	WOODHAVEN APARTMENT
96-83	7/15/96	WOODHAVEN APARTMENTS
96-83	7/15/96	WOODLAND APARTMENTS
96-83	7/15/96	WOODLAND APTS. LTD.
96-83	7/15/96	WOODLAND PARK, CAMDEN PRO
96-83	7/15/96	WOODS OF INVERNESS APARTM
96-83	7/15/96	WOODSCAPE APARTMENTS
96-83	7/15/96	WYNDHAM PARK
96-83	7/15/96	ZOM DEVELOPMENT, INC.

TOTAL: 265



DOCKET FILE COPY ORIGINAL

~~EX PARTE OR LATE FILED~~

July 11, 1996

DOCKET FILE COPY ORIGINAL

RECEIVED  
JUL 15 1996  
FCC MAIL ROOM

Mr. William F. Caton  
Acting Secretary  
Federal Communications Commission  
1919 M. Street, NW Room 222  
Washington, DC 20554

RE: RESTRICTIONS ON OVER-THE-AIR RECEPTION DEVICES, CS DOCKET NO. 96-83; AND PREEMPTION OF LOCAL ZONING REGULATION OF SATELLITE EARTH STATIONS, IB DOCKET NO. 95-59.

Dear Mr. Caton;

We are writing this letter today to ask for clarification regarding the effects to our business with regard to the above mentioned dockets. An original and 13 copies of this letter are enclosed for filing in the record. We are understanding these dockets will make invalid nongovernmental restrictions that impair a viewer's ability to receive video programming over the air, through a wireless cable, or other system, or through a satellite, with direct broadcast.

We would appreciate your guidance in determining which provisions of our lease contain terms which might be considered impairments, or nongovernmental restrictions.

This is of great concern to us, as not only the ability to enforce community policies, but the ability to control the appearance of the community is in question. As we do not know how the proposed rules would be applied, we are concerned about this leading to unnecessary disputes with our residents.

Enclosed you will find a copy of our lease form. Please read it and let us know which terms of the enclosed form would violate either of the proposed rules.

Thank you for your assistance.

Sincerely;

Enclosures



APARTMENT ASSOCIATION of NORTH CAROLINA  
RESIDENTIAL LEASE AGREEMENT

This form has been approved by the Apartment Association of North Carolina

**A. BASIC LEASE TERMS AND OTHER DATA:**

1. Premises or Apartment Property \_\_\_\_\_

2. Date of Occupancy \_\_\_\_\_

3. a. Full Legal Name of Lessee(s) \_\_\_\_\_

b. Names of Occupants Allowed and Relationship to Lessee(s)

<u>Occupant Name</u>	<u>Relationship</u>	<u>Age</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. Address and Unit No. of Premises \_\_\_\_\_  
\_\_\_\_\_, North Carolina \_\_\_\_\_  
City Zip

5. Description of Premises and Vehicles:

a. Unit Type and size (specify) \_\_\_\_\_

b. Vehicles Description:

<u>Make/Model</u>	<u>License Number</u>
1. _____	_____
2. _____	_____
3. _____	_____

6. Term of Lease \_\_\_\_\_ days \_\_\_\_\_ months beginning on \_\_\_\_\_ and ending by \_\_\_\_\_  
on \_\_\_\_\_. NOTE: The term of this Lease will automatically be renewed on a month-to-month basis on the same

monthly rental and other terms set forth in this Lease unless either (a) We give You or You give Us notice of termination at least thirty (30) [or \_\_\_\_\_ ( )] days prior to the last day of the original rental period (or any renewal period) that this Lease will terminate as of the last day of that rental period or (b) at least thirty (30) [or \_\_\_\_\_ ( )] days prior to the last day of the original rental period (or any renewal period), We give You notice that any renewal shall be at a stated monthly rental different from the previous monthly rental or upon any different term(s). If we give you such notice of renewal at a different monthly rental or of any different term(s), the month-to-month renewal shall be at such new stated monthly rental or upon the different term(s), unless within ten (10) [or \_\_\_\_\_ ( )] days after Your receipt of such notice from Us, You give Us written notice of Your intent to terminate this Lease as of the last day of that rental period, in which event this Lease will terminate on, and You must vacate the Premises on or before, the last day of that rental period.

7. Monthly Rental amount of \$ \_\_\_\_\_ Payable To \_\_\_\_\_ and  
to be mailed or delivered to the following address: \_\_\_\_\_

a. Specify Additional Agreements (if any): \_\_\_\_\_

8. UTILITIES AND SERVICES TO BE PAID BY US AS LESSOR (only if checked):  
ELECTRICITY \_\_\_; GAS \_\_\_; TELEPHONE \_\_\_; CABLE TV \_\_\_; GARBAGE \_\_\_; WATER \_\_\_; SEWER \_\_\_  
NOTE: Except as listed, all utilities are to be paid by YOU as Lessee(s).

9. Money received or credited as follows:

a. Security Deposit of \$ \_\_\_\_\_ to be HELD IN TRUST ACCOUNT WITH \_\_\_\_\_  
(Name and Address of Financial Institution), which shall be held  
 and applied in the manner and for the purpose set forth in Paragraph F(7).

The security deposit may, in the discretion of either Lessor or Lessor's agent, BE DEPOSITED IN AN INTEREST BEARING ACCOUNT with the bank or savings institution identified above. Any interest earned upon the security deposit deposited in the trust account SHALL ACCRUE FOR THE BENEFIT OF, AND SHALL BE PAID TO, LESSOR, OR AS LESSOR DIRECTS, AND SUCH INTEREST, IF ANY, MAY BE WITHDRAWN BY LESSOR OR LESSOR'S AGENT FROM SUCH ACCOUNT AS IT ACCRUES AS OFTEN AS IS PERMITTED BY THE TERMS OF THE ACCOUNT.

b. First month's rental and/or pro-rated rent (from \_\_\_\_\_ to \_\_\_\_\_) \$ \_\_\_\_\_  
 c. Pets (\_\_\_ are/\_\_\_ are not) allowed in the Premises. If pets are allowed, each pet must be approved by Lessor in accordance with Paragraph F(10), and the fees, deposits and/or additional rent set forth below must be paid. (If pets are not allowed, enter "N/A" in each blank.)

	<u>Standard Charges</u>	<u>Applicable to this Lease</u>	
• Non-Refundable <u>Pet Fee</u>	\$ _____	\$ _____	
• Refundable <u>Pet Deposit</u>	\$ _____	\$ _____	
• Monthly Non-Refundable <u>Pet Rent</u>	\$ _____	\$ _____	
d. Other charges: specify _____			\$ _____
			\$ _____

10. Late Payments and related charges:

a. Late Payment Charge (see Paragraph F(7)): \$ \_\_\_\_\_  
 Monthly payments are due in advance on or before the FIRST DAY of each month. Rent payments received after the first day are considered late. The LATE CHARGE shown above will be charged after 5:00 p.m. on the FIFTH DAY of each month.  
 b. The following Charge for each RETURNED CHECK (see Paragraph F(7)): \$ \_\_\_\_\_

**IN WITNESS WHEREOF**, this Lease Agreement is duly executed by the Lessee(s) and the Lessor, on the date as written below. **NOTE:** Read the additional provisions attached hereto before signing this Lease. Upon execution LESSEE(S) ACKNOWLEDGES HAVING READ AND AGREED TO THE PROVISIONS SET FORTH ABOVE AND IN THE ADDITIONAL PROVISIONS ATTACHED HERETO. This Lease (including the additional provisions attached hereto) constitutes the entire agreement between the parties and all oral agreements are merged herein. No amendment to this Lease shall be valid unless in writing and signed by all parties.

LESSEE(S): (RESIDENTS - ALL ADULT OCCUPANTS)

LESSOR: (OWNER)

\_\_\_\_\_  
Name: First Middle Last (SEAL)

\_\_\_\_\_  
(Print Name of Lessor - Owner)

\_\_\_\_\_  
Name: First Middle Last (SEAL)

By: \_\_\_\_\_  
(Print Name of Management Company (if applicable), as Agent for LESSOR)

\_\_\_\_\_  
Name: First Middle Last (SEAL)

By: \_\_\_\_\_  
(Signature by Authorized Person Signing for Management Company or Lessor, as Applicable)

\_\_\_\_\_  
Name: First Middle Last (SEAL)

DATE SIGNED: \_\_\_\_\_

LESSEE(S) received a fully executed copy of this Lease on \_\_\_\_\_ ( \_\_\_ by mail/ \_\_\_ by hand).

**READ ADDITIONAL PROVISIONS ATTACHED HERETO BEFORE SIGNING**

or unlicensed which becomes a nuisance or is inoperable, may be towed away and stored at Your expense without Our having any liability to You or anyone else for any reason. Only cars and small pickup trucks may be parked at the Property. All other vehicles, including but not limited to recreational vehicles (RVs), may not be parked at the Property, unless specifically authorized by Us in writing.

16. **Care of Premises.** At Your expense and in addition to all other obligations imposed on You by this Lease or by law, You shall (a) keep the Premises, including, but not limited to all plumbing fixtures, facilities and appliances, as clean as its condition permits; (b) keep the Premises as safe as its condition permits and cause no unsafe or unsanitary conditions in the Premises or the Common Areas (meaning the portions of the Property outside the Premises that You may use); (c) comply with any and all obligations imposed upon tenants by applicable building and housing codes; (d) dispose of all ashes, rubbish, garbage and other waste in a clean and safe manner; (e) use in a proper and reasonable manner all electrical, plumbing, sanitary heating, ventilation, air conditioning, and other facilities and appliances, if any, furnished as a part of the Premises; (f) not deliberately or negligently destroy, deface, damage or remove any part of the Premises or Common Areas (including all facilities, appliances and fixtures) or knowingly permit any person to do so; (g) be responsible for and liable to Us for all damage to, defacement of, or removal of property from the Premises, whatever the cause, except such damage, defacement or removal caused by ordinary wear and tear, acts of Us, acts of our agents, acts of third parties not invitees of You, defective products supplied or repairs authorized by Us or natural forces. We shall make all repairs to the Premises that are required of Us to comply with N.C. Gen. Stat. § 42-42. This statute requires Us to keep the Premises fit and habitable, subject to Your compliance with this paragraph. Such repairs shall be made at Our expense within a reasonable time after You have given Us written notice of the need for such repairs (provided We shall accept oral notices to the extent required by law). In making any such repairs, We shall have no responsibility for any inconvenience or annoyance to You, and You may not withhold the monthly rentals payable under this Lease because of Our alleged failure to make any repairs or for any other reason whatsoever.

17. **Alterations.** Without Our prior written consent, You shall not install waterbeds, screen doors, change any locks, add additional locks, or paint wallpaper, mark, drive large nails or large screws into or otherwise deface or alter the walls, ceilings, floors, windows, cabinets, woodwork, stone ironwork, and any other parts of the Premises, inside or outside. Any alterations or improvements which are made by You or by Us, including any fixtures, locks, doors or screens, carpeting, shrubs or any other plants, shall become a part of the Premises and the property unless otherwise specified by Us in writing. In the event We grant Our prior written consent to any such alterations or additions, such alterations or additions shall be undertaken only in a workmanlike manner using materials and contracts approved by Us and shall be done at Your expense and at such time and in such manner as We may approve in writing. No lien may attach to the Premises or any of Our other Property as a result of such work, provided if any such lien or a claim of lien is filed, You shall immediately cause such lien or claim of lien to be paid and cancelled of record.

18. **Insurance, Release and Indemnity.** We strongly recommend that You insure any and all of Your personal property located or stored in the Premise against the risks of damage, destruction or loss resulting from theft, fire, storm and other hazards and casualties in an amount equal to the replacement value of the property so insured. Regardless of whether You secure such insurance, We and Our agents shall not be liable for any damage to, destruction of or loss of any of Your personal property located or stored in the Premises regardless of the cause or causes of such damage, destruction or loss. You agree to indemnify, defend and hold harmless Us and Our agents and employees from and against all claims, liabilities and other costs (including without limitation attorneys' fees and court costs) arising out of injury to person, property or business (i) sustained in or about the Premise (excepting only liability for personal injuries caused solely by the negligent or intentional acts of Us or Our agents or employees), (ii) resulting from the intentional or negligent act or omission of You, any occupant or invitee of You or any occupant, or (iii) resulting from breach of this Lease by You, an occupant or invitee of You or any occupant.

19. **Disclaimer of Security Warranties.** Neither We nor Our agents or employees make any warranties, guaranties or representations regarding the security of the Premises or the Common Areas, and any such warranties and representations, whether express or implied, are hereby disclaimed. You as an occupant(s) shall have the exclusive responsibility of protecting the Premises, Lessee(s), occupant(s), and Your guests from crime, fire and other danger. Upon Your reasonable request, We will consider allowing You to install fire safety and/or security devices, provided We are given duplicate keys and alarm codes so We can access the Premises and such devices do not damage the Premises or create a danger.

20. **Default; Failure to Vacate.** In the event You shall (a) fail to pay the rentals herein reserved as and when the same shall become due hereunder; (b) have abandoned the Premises (it being agreed that Your absence from the Premises for seven (7) consecutive days after rent has become delinquent or Your removal of substantially all of Your possessions will create a conclusive presumption of abandonment); (c) fail to perform any other promise, duty or obligation herein agreed to by You or imposed upon You by law and such failure shall continue for a period of five (5) days from the date We provide You with written notice of such failure; or (d) engage in criminal activities, including any drug-related criminal activity (which means the illegal manufacturing, sale, or delivery, or possession with intent to manufacture, sell or deliver, a controlled substance (as defined in the North Carolina Controlled Substances Act, N.C. Gen. Stat. § 90-86, et seq.), or the illegal creation, sale, or delivery, or possession with intent to sell or deliver, counterfeit controlled substance), or any other criminal activity that threatens the health, safety, or right of peaceful enjoyment of the Property by other residents or Our employees, then in any such events and as often as any of them may occur, We, in addition to all other rights and remedies provided by law, may at Our option and with or without notice to You, either (i) terminate this Lease or (ii) terminate Your right to possession of the Premise without terminating the Lease. Regardless of whether We terminate this Lease, We shall be immediately entitled to possession of the Premises and You shall peacefully surrender the Premises to Us immediately upon Our demand. In the event You shall fail or refuse to surrender possession of the Premises, We shall, in compliance with Article 2A or Article 7 of Chapter 42 of the General Statutes of North Carolina, or any subsequent law relating thereto, re-enter and retake possession of the Premises through a summary ejectment proceeding or the expedited eviction proceeding, as appropriate. In the event We terminate this Lease, all of Our further duties hereunder shall terminate and We shall be entitled to collect from You all accrued but unpaid rents and any damages resulting from Your breach.

In the event We terminate Your right of possession without terminating the Lease, You shall remain liable for the full performance of all covenants hereof, and We shall use reasonable efforts to re-let the Premises on Your behalf. Any such rentals reserved from such re-letting shall be applied first to the cost of re-letting the Premises then to the rentals due hereunder. In the event rentals from such re-letting are insufficient to pay the rentals due hereunder in full, You shall remain liable to Us for any deficiency. In the event We institute a legal action against You or seek a demand to enforce this Lease or to recover any sums due hereunder, You agree to pay Us reasonable attorneys' fees in addition to all other damages.

21. **Notices.** All notices shall be in writing, hand delivered or sent by the U.S. Postal Service to You at Your Premises or to Us at the address shown in Item A(7), or at such other address as We shall hereafter provide to You.

22. **Fire or Casualty.** In case of fire or other casualty, You shall give immediate notice to Us, and at Our option, We may repair the Premises and Your rent obligation shall continue. If We elect not to repair the Premises, this Lease shall cease and the rent shall be due only to the time of such damage. You shall be and shall continue liable for and shall indemnify, defend, and save Us harmless from any such damage caused by the negligence, misuse, or any other occurrence attributable to You, Your family, guests, employees or agents.

23. **Status of Agent.** Responsibility for all obligations of the Lessor hereunder rests entirely with the Lessor. The Agent (if an Agent of the Lessor is identified on page 2) may exercise and shall have the rights and powers of the Lessor, but the Agent's duties, if any, are solely limited to those duties owed the Lessor, provided the Agent has no power or authority to make any repairs to the Premises unless such power is so reflected on page 2. As the Agent for the Lessor, the Agent shall benefit from the covenants, waivers, releases and indemnifications contained in the Lease to the same extent as the Lessor. In the event of conflict or apparent conflict between this paragraph, and any other provision, agreement or document, this provision shall control totally, and no consideration shall be given to any other provision in construing this paragraph.

24. **Removal, Storage and Disposition of Resident's Personal Property.** If You are evicted, or You vacate or abandon the Premises, and leave behind any personal property of any kind in the Premises, We shall have all rights provided by North Carolina law to remove, store, dispose of, and/or claim a lien upon such personal property. You shall be liable to Us for all resulting costs and expenses as provided by law.

25. **Tenants' Duties upon Termination.** Upon any termination of the tenancy hereby, whether by Us or by You and whether for breach or otherwise, You shall (a) pay all utility bills due for services to the Premises for which You are responsible; (b) vacate the Premises removing therefrom all of Your personal property of whatever nature; (c) properly sweep and clean the Premises, including plumbing fixtures, refrigerators, stove and sinks, removing therefrom all rubbish, trash and refuse; (d) make such repairs and perform such other acts as are necessary to return the Premises, and any appliances or fixtures furnished in connection therewith, in the condition required under Section 16 above; (e) fasten and lock all doors and windows; (f) return to Us the keys to the Premises; and (g) notify Us of the address to which the balance of the Deposit may be returned in the event You are entitled to a return of all or a portion of the Deposit. If You fail to sweep and clean the Premises, appliances and fixtures as herein provided, You may become liable, without notice or demand by Us for a cleaning fee, in addition to any and all other damages incurred by Us.

26. **Amendment of Laws.** In the event any state statute affecting any duty or obligation imposed upon Us pursuant to this Lease is enacted, amended or repealed subsequent to the execution of this Lease by the parties hereto, We may at Our option elect to perform in accordance with such statute, amendment or act of repeal in lieu of complying with the analogous provision contained in this Lease.

27. **Miscellaneous.** You agree that Your interest under this Lease in the Premises is and shall remain subject and subordinate to the lien of each and every present and future deed of trust, or other security instrument or other lien applicable to the Premises and the Property, and any extensions or renewals thereof and to all advances made or to be made thereunder. This subordination provision shall be self-operative. If the Premises or any part of the Premises shall be taken by eminent domain pursuant to other governmental authority, this Lease shall at Our option terminate, and You shall have no claim against any award for the taking. Except as otherwise provided in this Lease, the agreements herein shall be enforceable by and against You and Your respective personal representatives, successors and assigns. This document and the agreements attached and referenced herein contain the entire agreement between parties and no statement, oral or written not contained herein shall be binding on either party. No subsequent amendment to the Lease shall be binding unless in writing and signed by the parties hereto. No waiver of any breach or any term of this Lease shall be construed as a waiver of that term or condition or any subsequent breach thereof, and Our acceptance of any monthly rental after the due date shall not constitute a waiver of Our right to receive any future monthly rental on the due date. The delivery of keys of the Premises to Us shall not operate as a termination of the Lease but as a surrender of the Premises. The Lease shall if possible be construed consistently with all laws and public policies, and if any court of competent jurisdiction determines that it is impossible to so construe any provision of this Lease and consequently holds that provision to be invalid, then such holding shall in no way whatsoever effect the validity of any other provisions of this Lease. When the context permits or requires, a pronoun in any gender (masculine, feminine or neuter) shall include the remaining genders and the singular the plural and the plural the singular. The remedies provided in this Lease shall be cumulative and shall not in any way abridge, modify or preclude any other rights or remedies to which We are entitled at law or in equity. Each party acknowledges that he has read this Lease prior to signing and agrees to all terms contained herein.

7. **Late Charges; Returned Checks.** You shall pay promptly as a late payment charge, in addition to the regular monthly rental, the sum listed in Item A(10)(a), it being agreed by You and Us that said late charge fee shall not exceed fifteen dollars (\$15.00) or five percent (5%) of the monthly rental payment, whichever is greater, and shall be imposed only in the event any rental payment is five (5) days or more late. In order for Us to defray the administrative and handling expenses of a returned check which is not accepted by the bank on which it is drawn, We reserve the right to charge the sum listed in Item A(10)(b) for each returned check, in addition to incurred late charges, if applicable.
8. **Utilities.** You shall pay for those utilities not checked in Item A(8). You are responsible for having the utilities put in your name prior to occupancy, and You are responsible for the cost of those utilities throughout the term of this Lease, as extended or renewed. Your failure to maintain those utilities will constitute a default under the terms of this Lease. We are not responsible for any loss to You or anyone claiming through You that may result from the interruption of any utility services to the Premises for any reason.
9. **Security Deposit.** To secure Your performance of all of the provisions of this Lease, You have deposited the sum as set forth in Item A(9), which amount is herein called the "Deposit". The Deposit shall be held in the manner as set forth on the front side hereof and shall remain with Us for the full and faithful performance by You of each and every provision of this Lease. Upon any termination of the tenancy herein created, We may deduct from the Deposit an amount sufficient to pay (i) any damages sustained by Us as a result of Your nonpayment of rent or nonfulfillment of the initial term or any renewal period of this Lease including Your failure to enter into possession; (ii) any damages to the Premises for which You are responsible; (iii) any unpaid bills which become a lien against the Premises due to Your occupancy; (iv) any costs of re-renting the Premises after a breach of this agreement by You; (v) any court costs incurred by Us in connection with terminating the tenancy; and (vi) any other damages which We may sustain which may then be a permitted use of the Deposit under the applicable laws of this state. After having deducted the above amounts, We shall, if Your address is known to Us, refund to You, within thirty (30) days after termination of the tenancy and delivery of possession, the balance of the Deposit along with an itemized statement of any deductions. If Your address is unknown to Us, We may deduct the above amounts and shall then hold the balance of the Deposit for Your collection for a six-month period beginning upon the termination of the tenancy and delivery of possession by You. If You fail to make demand for the balance of the Deposit within the six-month period, We shall not thereafter be liable to You for a refund of the Deposit or any part thereof. Under no circumstances can You apply any portion of the Deposit to rental amounts due and owed by You. Upon a sale and conveyance of the Apartment Project of which the Premises is a part ("Property"), We may transfer or assign Your Deposit to a new Owner who expressly assumes the liability thereof and upon such transfer, all of Our liability and that of Our agents for such deposits shall terminate.
10. **Pets.** If Item A(9)(c) provides that no pets are permitted, then no pet of any type may be kept in the Premises at any time. Otherwise, a pet may be kept in the Premises only if You and We enter into a separate written pet agreement signed by You and Us, and You pay Us the pet fee, pet deposit and/or pet rent set forth in Item A(9)(c). We have the right to refuse to allow any pets in the Premises that we believe are inappropriate in our sole discretion. Notwithstanding these rules, you will be allowed to keep a certain pet (e.g., an assistance dog) if you are disabled and show us that you need the pet to fully use and enjoy the Premises. You shall reimburse Us for all damages to the Premises and Our other property that any pet owned by You and/or kept in the Premises may cause, and You shall indemnify, defend, and hold harmless Us and Our agents and employees from and against all claims, liabilities and other costs which may result from such pet. Your Security Deposit and/or Pet Deposit can be used by Us to pay for such damages and liabilities, and Your pet fee shall not be credited against such damage. You must remove any pet from the Premises and Our other property, even if previously permitted, if in Our sole opinion the pet constitutes a nuisance or creates a disturbance.
11. **Occupants.** Only the following persons may occupy the Premises or use any other facilities associated with the Premises: (a) those persons who have signed this Lease, (b) those persons named as "Occupants" in Item A(3)(b) of this Lease, and (c) Your guests who visit for (i) ten (10) days or less in any month and (ii) twenty (20) days or less in any three (3)-month period. (If there is to be any change in the named occupants for the Premises, a rental application for that person must be submitted to and approved by Us in writing, and that person's name added to the Lease.) If any other person occupies the Premises or use any other facilities associated with the Premises without Our prior written consent, such occupancy or use shall constitute a default under the terms of this Lease.
12. **Use of Premises.** You shall use the Premises for residential purposes only, and You shall not permit the Premises to be used in any unlawful manner or in any manner that may in Our exclusive judgment be disturbing to others or for any purpose which in Our judgment may injure the reputation, safety or welfare of the Premises or the Property. However, to the extent permitted by law, You may use the Premises as a home office, provided, that such home office use (a) is ancillary to the residential use, (b) does not generate any additional pedestrian or vehicular traffic to or from the Premises or the common area facilities of this Property, and (c) does not cause any disturbance of other residents or occupants of the Property.
13. **Assignment and Subletting; Transfer of Lessor's Interest.** You shall not assign this Lease or sublet any portion(s) or all of the Premises without Our prior written consent. It is hereby understood and agreed that the consent by Us to an assignment or sublease by You shall not constitute Our consent to future assignments or subleases and in all events You shall remain fully liable for all obligations of the tenant hereunder. Furthermore, We have the right to transfer this Lease should the Property be sold or transferred to another owner. In the event the Property is sold or transferred then We shall be released from the obligations of this Lease and Your remedies for any breach of this Lease shall be against the person, firm or corporation succeeding to Our rights in the Property.
14. **Lessor's Right of Entry.** We reserve the right to enter the Premises at reasonable times for the purpose of (a) inspecting its condition, making repairs, alterations, or improvements, all as We consider necessary or desirable, (b) exhibiting the Premises to persons who may wish to rent it during the last 30 days of the rental term, (c) exterminating pests on a periodic basis, and (d) changing filters as needed on the heating and cooling units. Refusal to permit the showing of the Premises during the last 30 days of the term shall constitute a default of this Lease and nullification of Your fulfillment of the notice of termination requirement.
15. **Common Areas.** The common area facilities of the Premises and this Property such as the swimming pool, parking areas, roadways and landing facilities, if any, may be used by You without charge subject to the applicable rules and regulations posted by Us. You agree that We can close or eliminate any common area facility and that, even if any common area facility is not available for Your use at any time for any reason, You may not reduce the rental due and payable under this lease. Parking is provided in the designated parking areas only for the cars and small pickup trucks listed in Item A(5)(b). We have the right to control the manner of all parking at the Property, and any vehicle parked, abandoned by You (Your family or guest)

**ADDITIONAL PROVISIONS**

- B. LESSEE(S) HAS INSPECTED THE ABOVE DESIGNATED PREMISES AND FOUND IT TO BE SAFE, CLEAN AND IN GOOD ORDER AND REPAIR.** The attached apartment condition checklist specifies the condition of the premises at the time of move-in. Any items not safe, clean and in good order and repair must be reported in writing to the Lessor or its agent at the address shown in Item A(7) above within 5 days of possession by YOU.
- C. RULES AND REGULATIONS; EXECUTION OF LEASE:** Lessee(s), Occupants, and their guests shall observe and comply with the rules and regulations now existing or which may be established from time to time by Lessor for the operation of the Premises, the Common Areas and the overall project. A copy of said rules and regulations are attached hereto and incorporated herein by reference. Failure by any Lessee, any Occupant or any of their guests to observe and comply with such rules and regulations, as they may be modified and supplemented by Us from time to time, shall be a default under the terms of this Lease. **THIS LEASE AGREEMENT SPECIFICALLY INCLUDES ALL PROVISIONS STATED ABOVE AND BELOW, AS WELL AS ALL ADDENDA ATTACHED HERETO (INCLUDING THE APARTMENT CONDITION CHECKLIST, RULES AND REGULATIONS AND ANY PET AGREEMENT(S)).** In particular, and without limiting the foregoing, Lessee(s) acknowledge that Lessee(s), Occupants, and their guests will not use a portable grill within ten (10) feet of combustible materials at the Premises or the Property.
- D. RENTAL APPLICATION:** You acknowledge that we have relied on any Rental Application submitted by YOU as an inducement for entering into this Lease and YOU warrant that the facts contained in any such Application are true. If any facts prove to be untrue, WE may terminate YOUR tenancy immediately and collect from YOU any damages incurred, including reasonable attorneys' fees resulting therefrom.
- E. WE DO NOT INSURE YOUR PROPERTY AGAINST LOSS, AND WE STRONGLY RECOMMEND THAT YOU CARRY TENANTS FORM HOMEOWNERS INSURANCE ON YOUR PERSONAL PROPERTY.**
- F. 1. Parties.** THIS LEASE is made as of the date signed on page 2 of this form by and between the person or persons, firm, association or corporation named on page 2 as Lessee(s) and Lessor (Owner). If this Lease is executed by more than one party, as Lessees, all such persons shall be jointly and severally liable for the payment of the agreed rental and for the performance of all other terms and obligations required to be kept by the Lessee hereunder. For convenience of reference in this Lease, the Lessor is often called "We" or "Us" and the Lessee(s) is/are often called "You".
- 2. Premises.** IN CONSIDERATION of the promises and agreements contained in this Lease, We are hereby pleased to lease to You and You hereby agree to lease from Us the residence described in Item A(4) (together with the existing fixtures, carpeting, draperies and appliances and any household furniture and furnishings provided by Us), this residence together with any such contents provided by Us is hereafter called the "Premises". This Lease is made on the terms and conditions set forth in this Lease.
- 3. Rental.** You shall pay the amount of monthly rental as shown in Item A(7), and any additional recurring charges as shown in Item A(9)(c) and 9(d) in advance, on or before the first day of each calendar month during the rental period, without notice, offset, deduction or demand. You hereby waive all notice of rental due and agree that We may take any legal measures necessary to collect Our rent or obtain Our Premises on the day that rent becomes delinquent or any day thereafter without having to give You any delinquent notice. Checks should be made payable to the Agent as shown in Item A(7) and mailed or delivered as shown in that Item A(7) or to such other address as We shall designate from time to time in writing.
- 4. Term.** You shall lease the Premises for an initial term as stated in Item A(6) conditional on Us obtaining possession of the Premises as expected. We shall exercise Our reasonable efforts to give You possession of the Premises at the commencement of the term of this Lease, but We shall not be liable to You or any other person for any failure to do so, and any such failure shall not affect the validity of this Lease and rent shall be prorated accordingly.
- 5. Early Termination.** Unless otherwise agreed to in writing by Us as provided in this paragraph, You shall be liable to Us for any and all damages incurred by Us in the event of Your termination of this Lease or abandonment of the Premises prior to the expiration of the Lease term. PROVIDED HOWEVER, if You desire to terminate the Lease at any time prior to the end of said term, then You have the right, but not the obligation, to do so by way of an accord and satisfaction agreement with Us on the following terms: (a) give Us written notice at least thirty (30) or [ ] days prior to the end of any calendar month of Your desire to terminate this Lease effective as of the end of such month; (b) pay Us rent and related charges due to Us through the date of termination; (c) in addition to the amount set forth in clause (b) immediately preceding, pay Us an amount mutually agreed to by You and Us in consideration of Our agreement to permit early termination of the Lease Term by You; and (d) fulfill all provisions of Paragraph F(25) relating to Your duties upon termination of this Lease. It is hereby understood and agreed that such accord and satisfaction between You and Us shall be agreed to by You and Us at Your option by a separate written agreement executed at the time of Your election to terminate this Lease early. The provisions of Paragraph F(9) hereof respecting Your security deposit shall be in addition to and are in no way limited by the terms and provisions of this paragraph. In addition, special early termination rights are available for certain transferred military personnel under N.C. Gen. Stat. § 42-45.

INITIALS OF LESSEE(S) \_\_\_\_\_

- 6. Smoke Detector.** The Premises have been equipped with one or more smoke detector(s) for Your protection. Although each smoke detector has been checked for proper operation prior to Your occupancy, it is Your responsibility to personally test it, do nothing to disable it, and to provide written notice to Us of any problems. For smoke detectors that are battery operated, You are also responsible for placing new batteries in each smoke detector at the beginning of Your tenancy and periodically testing and replacing the batteries to ensure continuous and proper operation. We cannot reasonably check the smoke detector(s) on an ongoing basis to ensure continuous operation. Anytime a problem is found with a smoke detector, You must write to Us for service.

INITIALS OF LESSEE(S) \_\_\_\_\_