

GULL ISLE REALTY RENTALS

611 Atlantic Beach Causeway, Atlantic Beach, NC 28512

Rules and Regulations

1. LEASE AGREEMENT:

All Rentals are made by Lease agreement. No lease will be granted without approved rental application and credit references. Before occupancy, all parties must sign the lease, and rent and a security deposit must be paid in full unless prior arrangements have been made with management. We do not allow co-signers; anyone living at our rental property must be able to qualify on their own.

2. RENTAL PAYMENTS:

All rents are due and payable in advance on the first day of each month. Monthly bills are not rendered. Payment of rent should be in the form of check or money order and made payable to: **Gull Isle Realty**. If mailing payment in before the 1st, send to PO BOX 550 Atlantic Beach, NC 28512. (Our office address is 611 Atlantic Beach Causeway, Atlantic Beach, NC 28512. You may pay in person at the above-mentioned address Monday through Friday 9:00am to 5:00 pm. Closed on Saturday and Sunday.)

3. KEYS AND LOCKS:

One or more sets of keys are issued at the time of possession. You may have other keys made. Alterations or replacement of locks or installation of bolt locks, knockers, or other attachments to the interior or exterior of doors require the approval of management. All keys, including others made, must be returned to management before checkout. If all keys are not returned, a charge of having locks changed will be deducted from your security deposit. If you have locks changed (WITH PERMISSION FROM MANAGEMENT ONLY) during your tenancy, you must provide a copy of the new keys to Management within three days of the change. If the residence at which you reside has a Master Key, any new keys must be keyed to the Master. Failure to comply with this will result in IMMEDIATE eviction.

4. PERMITTED OCCUPANTS:

Only persons listed on the lease are permitted to occupy the apartment. If you have guest for more than 5 days, the management at Gull Isle Realty must approve occupancy. **We do not allow sub letters**, if we find that you have falsified your lease with the intentions to allow someone else to live at the rental property, immediate eviction will be started and you will be responsible for any damages made by the person who lived there.

5. PETS:

Absolutely no pets – animals of any kind other than fish in a non-filtered tank or bowl. Animals are **NOT** allowed on the premises unless you have WRITTEN permission in the Lease. You will be required to make a pet fee, which **will not be refunded**. No exceptions will be made. This pet deposit is for the privilege of keeping a pet on the property. Any necessary flea control or any other damage caused by the pet will be deducted from your security deposit. If you would like to acquire a pet during the course of the Lease, it is your obligation to request permission from the Property Manager and pay the pet deposit. A pet on the premises without permission is ground for eviction. If, when you vacate the property, it comes to the Property Managers attention that you have had a pet without permission, a \$300.00 pet deposit will be deducted from your security deposit. This applies to any pets, even those only temporarily in the home.

6. SECURITY DEPOSIT:

A security deposit of at least one month's rent is required before moving in. *A security deposit IS NOT TO BE USED AS THE LAST MONTH'S RENT.* It will be refunded to you within thirty (30) days after the end of your tenancy, after you have moved out and an inspection has been made of the premises to make certain there are no repairs or cleaning fees to be deducted. The cost of labor and materials for cleaning, repairs or any other amount due will be deducted from the security deposit. The Property Manager will make a sincere effort to return your security deposit to you as soon as possible after you have vacated the property. Please do not expect to receive your security deposit back on the day that you vacate or before the Property Manager has had an opportunity to thoroughly inspect the premises. If you had a pet, your security deposit will be held a **minimum of three weeks** in order to be sure that there are no consequent flea hatchings. If you vacate without paying your last month's rent, you will forfeit your entire deposit.

7. EARLY TERMINATION OF LEASE:

If you vacate the premises before the end of your Lease, you will forfeit your entire security deposit, and you will be responsible for the rent until a new renter is found.

8. CLEAN UP UPON VACATING:

You must leave the premises clean, undamaged and ready for occupancy by the next tenant. You must not leave rubbish, old furniture or debris of any kind in the house or on the grounds. Otherwise, you will be charged the actual cost of the clean up or \$100.00, whichever is greater. You will need to leave the electricity and water on for carpet cleaning and/or cleaning of the property. Fail to leave utilities on you will be charged a reconnection fee.

9. CONDITION OF PROPERTY EXPECTED:

If you are to be given credit for cleaning, we presume that the property is in the condition described below. Examples of specific items, which the Property Manager will look for when conducting a final inspection:

- a. Stove, oven and stove hood are clean and free of grease. Stovetop, drip pans and pan underneath have been cleaned. Grease filter in hood has been removed and cleaned. Wall behind stove is clean and free of grease.
- b. Refrigerator is clean and, if electricity is to be turned off, has been left open to prevent mildew. The elements under and behind refrigerator have been vacuumed. The freezer has been defrosted and cleaned.
- c. Sinks and counter tops are clean and free of cuts and stains.
- d. Dishwasher is clean and free of hard water stains.
- e. Vinyl floors are clean, even under appliances. Wood floors are clean and have no scratches or water stains.
- f. Property Management will have your carpet professionally cleaned, and the cost will be deducted from your security deposit.
- g. Sinks, toilets, tubs and other plumbing fixtures are clean and free of stains. Hard water stains have been removed, Mirrors have been cleaned. Drawers and cabinets have been wiped clean.
- h. There is no evidence of fleas, roaches or other pests in the premises. **If you had a pet in the home, there will be a delay of a minimum of three weeks before your security deposit is returned in order to be sure that there is no delayed flea infestation.**
- i. Windowsills, doorjambs, and baseboards have been cleaned.
- j. Fan blades need to be dusted and cleaned. Light fixtures need to be cleaned and light bulbs remain. Tenants are responsible for changing their own light bulbs. Tenants are also responsible for changing air filters every month. If damage to the heating/air unit occurs as a result of improper care of air filters, the tenant will be billed for the repair.
- k. Lawn has been recently mowed and raked. Bushes are trimmed. Weeds have been mowed. Decks, steps and porches have been cleaned and are free of mildew.
- l. All debris, rubbish and discarded items have been removed from the premises.
- m. Fireplace is clean of soot and ashes. Flue has been cleaned if necessary.
- n. Windowpanes are clean inside and out.
- o. Curtains and blinds must be cleaned.
- p. All nail holes and other damages to the walls, will be repaired by us and you will be charged for any damage.
- q. All cabinets and shelves have been wiped clean. Shelf paper has been removed.
- r. Heating/Air system filter has been recently changed. Intake grating has been vacuumed.
- s. Walls are clean of finger prints, crayon marks, soot and any other dirt or marks, specifically areas around doorknobs, light switches, cabinet and door handles where there tend to be fingerprints.

10. DISTURBANCES, NOISE AND NUISANCE:

Disorderly conduct or noisy disturbances are not permitted. Televisions and stereos must be kept at a reasonable level. Please respect your neighbors. If the management receives complaints about such disturbances, the tenant causing the problem will be issued one written warning. A second disturbance will result in the tenant being asked to leave. Failure to vacate upon request may result in eviction proceedings being instituted. Please make an effort to resolve any conflicts quietly and in an adult manner.

11. UNLAWFUL ACTIVITY:

You will not be permitted to use the premise for any unlawful or immoral purposes. If it is learned that the police have been called to the premises because of neighbor's complaints, or if an arrest is made concerning illegal activities on the premises, eviction will be immediate, with (5) days notice given by the property manager.

12. DAMAGE TO PROPERTY:

You are not to deliberately or neglectfully destroy, deface, damage, or remove any part of the premises. You aren't to permit or fail to prevent any person to do so. If such damage should occur, you are required to immediately notify the property manager, and you will be billed for any cost to repair such damage.

13. COMMON AREAS:

In multi family units, the sidewalks, entrances, porches, floors and yards shall be kept free of rubbish. No bicycles, baby carriages or other similar articles shall be permitted to block sidewalks, entries, passages, or stairwells. You should not keep any furniture (other than appropriate porch furniture), trash containers, or toys of any kind on porches, patios, stairwells or common areas.

14. VEHICLES:

Abandoned vehicles shall be towed away at the expense of the vehicle owner. An abandoned vehicle is defined, as one without current state registration or any vehicle, which has been left at the premises after you have vacated. Vehicles may not be parked upon the lawn, sidewalk or any other areas not designated for parking. Any oil stains left by a vehicle must be cleaned from driveways.

15. DANGEROUS MATERIALS:

No explosives or any flammable fluids or material of any kind shall be kept in or about the apartment or premises.

16. WATERBEDS:

No waterbeds will be allowed in bedrooms above the first floor without special permission. Care should be taken when filling and emptying waterbeds. Any water damage caused by waterbeds will be the responsibility of the Tenant.

17. OUTDOOR GRILLS:

Charcoal and gas grills are prohibited **BY LAW** within 10 feet of combustible material in all apartments (single residence homes are exempt). Therefore, no occupant of an apartment will be allowed to keep or use a charcoal or gas grill within 10 feet of the building.

18. CARPET CARE:

The carpets in the residence will have been professionally cleaned before you take possession. Gull Isle Realty will have them professionally cleaned by a company with a **truck-mounted system** when you vacate. An invoice from the cleaning company will be proof of this. The cost of the cleaning will be deducted from your deposit. (no exceptions)

19. EXTERMINATION:

If pests are discovered within the first thirty days of tenancy, Management will pay for a one-time pest control treatment. After that time, pest control is your responsibility. Management assumes no responsibility for the control of roaches, mice, ants, fleas or any other pest after the thirty days.

20. FIREPLACES:

If there is a fireplace and you choose to use it, it is your responsibility to have a working fire extinguisher on hand, and to protect the floor/carpet around the fireplace. If, for some reason, it is discovered that the fireplace/chimney in the home you are renting is unsafe, you will be asked to no longer use it until it can be returned to safe working order. This is for the property's safety as well as the safety of yourself and your family.

21. FREEZING WEATHER:

It is necessary to leave the heat on and the water dripping in several faucets during freezing weathering order to prevent freezing of pipes and water pump. Hoses must be disconnected from exterior faucets so that they can drain properly. If the property has a well and pump, and you intend to leave the premises for an extended period of time over which there is a possibility of freezing, the pump must be emptied to prevent it from freezing and cracking. During extended periods of freezing weather, a light bulb or other non-flammable light must be kept in the pump house to keep the pump from freezing. If you leave the property for a vacation or other extended period of time it is your responsibility to have a neighbor or friend make the necessary precautions to prevent freezing if you did not do so before leaving.

22. INSURANCE:

Your personal property should be protected against fire, theft and other perils. MANAGEMENT IS NOT RESPONSIBLE and has NO insurance that will protect your property.

23. LAWN AND GROUNDS:

You are expected to care for the lawn and grounds, keeping them in a condition as good as or better than when you took possession. This care includes cutting and trimming the grass, trimming the shrubs, reasonable care from freezing and other damage. Failure to maintaining the grounds in keeping with the neighborhood and with the original condition of the property is cause for eviction. No vegetable or flower gardens may be planted without permission from the Property Manager.

24. LOCK OUTS:

Management will not make any service calls to unlock the home you have rented. You may, however, borrow a key from the office on Monday through Friday from 9:00a.m to 5:00p.m and Saturday 9:00a.m.-1:00p.m. You will be charged \$10.00 for any borrowed key that is not returned within 24 hours. If the property Manager must come to your home to unlock your door, you will be charged \$40.00. After normal business hours, you must call a locksmith and pay for their services. When you need to pick up a key, identification is required.

25. GAS FURNACE:

If the property you are renting is heated by a gas heater or furnace, it is your responsibility to order and pay for the gas delivery. You must occasionally monitor the level of gas in the tank by looking at the gauge on the tank. (Often, the gas company will insert a smell into the gas to alert you that it is low. The smell is not dangerous; the gas itself does not have an odor.) Allowing the tank to become low or completely empty will cause the pilot light to go out. If you allow this to occur, it will be your responsibility to safely re-light the pilot or pay for the service call to do so.

26. FRIVOLOUS SERVICE CALLS:

If Tenant requests that Management send a repairman out to solve a maintenance problem without first taking reasonable measures or using common sense to solve the problem, and it is learned that the service call was unnecessary, Tenant will be charged for such service call. Examples of such calls are: when an electrician is called to change a light bulb or fuse, or reset a circuit breaker; when a plumber is called to change a washer or pour "Liquid Plumber" down a drain; when an appliance repairman is called to plug in an appliance or give directions on its use; If a heating/air repairman is called to replace an air filter or to flip a breaker.

27. EMERGENCY SERVICE CALLS:

On some occasions -- such as a sudden, large water leak or flaming electrical wires -- a service call needs to be made immediately. Call the Property Manager first. If there is no one in the office, leave a message on the rental line (Derek extension), saying your name, address, telephone number and the nature of the emergency. If you are on the Morehead City water line and you have a leak, call the water department to have them send someone out to turn the water off at the street. During office hours, their number is 726-5022. After office hours and on weekends, call the Morehead City Police Department (726-3131) and they will call the water department.

28. DECKS AND STEPS:

If the property you are renting has salt-treated decking and/or steps, it is your responsibility to keep them free of mildew so that they do not become slippery and unsafe. Use bleaches and water solution to rid the area of mildew. **DO NOT** use a high powered washer unless expressly authorized by Property Manager.

29. MAINTENANCE AND REPAIRS:

You, as the tenant, are expected to maintain the property and keep it in as good condition as when you took possession. Maintenance problems should be called into the property manager at 726-7679 and followed up **in writing**. If you fail to report a maintenance problem, you will be charged for any repairs by neglecting to do. All breakdown, system failures and structural defects must be reported to Management immediately and Management will make any necessary repairs within a reasonable amount of time. Rent may not be withheld because of needed repairs, nor may the cost of unauthorized repairs be deducted from your rent. You will not be reimbursed for any unauthorized repairs you make. It will be necessary for you to make arrangements to be home when maintenance is done or give permission for the service provider to enter with a key. **IF YOU DO NOT HAVE A TELEPHONE**, we reserve the right to allow service personnel to enter with a key. Unless you request otherwise in writing, Property Manager assumes your permission to allow service providers to enter with a key to make repairs.

Examples of maintenance which you are expected to do **at your own expense**:

- a. Replace light bulbs.
- b. Replace torn and damaged screens caused by your negligence or by persons unknown
- c. Replace damaged windows, doors or door locks caused by your negligence or by persons unknown.
- d. Replace faucet washers.
- e. Replace filters in heating and air-conditioning systems once per month. ONLY USE LOW-MEDIUM GRADE FILTERS. If maintenance had to replace an air filter to fix your heating and/or air problem, you will be charged for the service bill.
- f. Relight gas furnaces or hot water heaters safely.
- g. Attempt to unstop plumbing drains or fixtures with a "Liquid Plumber" type product.
- h. Replace filters and salt in water softeners.
- i. Replace fuses when necessary.

Examples of types of repairs the Management will make **at no expense to Tenant**:

- a. Repairs to furnace or air-conditioning systems, which fail through with normal use.
- b. Replace heating units for hot water tanks which fail through normal use.
- c. Repair leaks in roof.
- d. Replace or repair any part of plumbing or electrical wiring which fails through normal use
- e. Replace or repair any appliance which fails through normal use.

Do NOT dump grease down the sink or toilets. Sanitary items and diapers are NOT to be flushed down the toilets. Any damage caused by neglect by you to your septic tanks, you will be responsible for the repair bill.

30. SMOKE DETECTORS:

The Property Manager has ensured that a working smoke detector with a new battery has been properly installed prior to you taking possession. However, if you find that it does not work, contact the Property Manager **IMMEDIATELY, in writing**, so that we can install a new one. It is your responsibility to check and replace the battery as needed. The fire department suggests that you change your battery regularly, at least twice a year. A good way to remember is to check your smoke detector battery every time you change your clocks forward or back in the spring and fall.

31. CARBON MONOXIDE DETECTORS:

If you have rented a home with gas or oil heat, a gas stove, gas logs, a gas water heater, fireplace, and/or garage it is important that you have a working carbon monoxide detector. If your home does not have one, or if it is not working, please contact us immediately in writing so that we can ensure that one is properly installed.

32. LEAD PAINT DISCLOSURE:

If the property you are leasing was built before 1978, it is possible that the paint used in that property is lead-based. At this time, Management has no information regarding KNOWN lead paint existing in any property. However, that does not mean that it does not exist. You were given a lead-disclosure pamphlet before you signed the lease to this property; please read it carefully and take care that you and your family are protected from any potential lead hazards.

33. WATER HEATERS:

Do not turn electricity on to the water heater unless you are sure there is water in the tank. If there is a leak in the water heater, turn off the circuit breaker to the water heater BEFORE you call for service. If you fail to take these precautions, you may be liable to pay for the repair of the water heater. If you have a small child in the home, we strongly urge that you turn the thermostat on the hot water heater down to below 120 degrees to prevent scalding.

34. HURRICANES AND OTHER NATURAL DISASTERS:

It is your responsibility to take whatever measures is necessary to protect the premises and your possessions if a hurricane or other storm is approaching. If you have a window air conditioning unit, it must be removed from the window before the storm, otherwise water will come in around it. **DO NOT TAPE YOUR WINDOWS**. Do, however, move anything that may be damaged by water away from the windows, and roll up towels and put on the windowsills to prevent leaking through the windows. Some properties have storm shutters or have boards provided to cover the windows. If these are provided, it is your responsibility to install them before a storm and remove them promptly after the storm. After the storm, you will be required to clean the yard of debris, except for the largest trees and limbs. You are also required to thoroughly rinse all shrubs and other vegetation with fresh water; otherwise, the salt-water spray from the storm will kill the plants. If such a storm hits our area, please contact the Property Manager as soon as possible afterwards in order to relate any damage to the property, and so that Management may know that you and your family are safe.

35. WATER SOFTENERS

If the property that you are renting supplies you with a water softener then it will be your responsibility to add salt to the water softener. Should the water softener malfunction or break due to neglect of not adding salt then it is your responsibility to repair or replace the water softener.

36. ENTRY BY LANDLORD:

Management will make a reasonable effort to notify you of our intent to enter the rented premises for any purpose so that you may arrange to be present or otherwise prepare for entry. However, Management reserves the right to enter with a key if we cannot get in touch with you. **IN EMERGENCY SITUATIONS, PROPERTY MANAGER MAY ENTER THE PREMISES WITHOUT YOUR EXPRESS PERMISSION.** Emergency situations are those situations where there is a reasonable belief the immediate danger or destruction to person or property is likely to happen. Management also reserves the right to enter if there is reason to believe that you may have moved without notifying Management; that is, if you have not paid your rent, not contacted Management regarding same, and have not responded to calls or letters regarding same.

37. LEASE:

No matter what day of the month you took possession of the premises, your rent will always be due on the first of each month. There will be no exceptions to this. Rent will be due once per month, and not spread out among several paydays in the month. When you are to vacate, a thirty-day notice **in writing** is required. You must come to our office and fill out our "30 Day Notice" form, and receive the "Move out Clean-up Sheet". This notice must be through the last day of the following month, and not any other date other than the last day of the month unless you have received special permission from the Property Manager.

38. CERTIFIED MAIL CHARGES:

If it becomes necessary for Management to send you a letter by certified or registered mail, such as when you do not pay your rent or you are otherwise in default of your lease, you will be charged \$10.00 for the costs incurred in sending such a letter.

39. LOAD MANAGEMENT:

In some cases, the owner may have had installed, or you may choose to have installed, a load management system from the power company in order to lower your electrical bills. These systems will automatically control your heat pump and water heater, sometimes turning them off completely. If you have this system, and you notice that your heat pump or water heater are not working, check first to be sure that the power company has not turned them off temporarily in order to save power. If we send a service person out to repair these items when they were off because of a load management system, you will be responsible for the bill for the service call.

40. WATER LEAKS:

If you are living in a unit for which the owner pays the water and sewage bills, it is your responsibility to PROMPTLY inform the Property Manager if you have or suspect you have a water leak or drip of any kind (except in the case when a simple washer will solve the problem). If you do not do so, and it is learned that you have a leak, drip or running toilet, you will be charged \$100 or the difference between an average water bill and the increased water bill -- whichever is greater. If this charge is not promptly paid, you will be considered in default of your lease and will be given notice to vacate.

41. HEATING AND AIR CONDITIONING:

It is necessary for you to replace your air filter every month no matter how dirty the filter may look. You must have an air filter, in its proper place in the unit at all times. Should your air not work you must check your air filter, flip the breaker, and check for ice on the outside condensing unit and the inside unit before calling for maintenance. If the air filter is dirty and/or clogged replace the filter and see if that was the issue with the air not flowing. There will be circumstances usually in the spring and fall that your unit will not be fixed that day due to high volume of service calls to repairmen.

42. BREAK-INS AND VANDALISM:

If damage is done to the premises that involve criminal activity such as a break-in or vandalism, a police report must be given to the Property Manager in order to have the repairs made at the expense of the owner. If the damage was done by an acquaintance of yours, or anyone who was invited to your home by you or anyone else in your home, the owner will not pay the damage repairs.

43. QUIET ENJOYMENT:

It is the intention of Management that, as long as you pay the rent and comply with all the rules and regulations stated herein and in the Lease itself, you shall have peaceful possession and quiet enjoyment of the property you have leased through us. As always, let us know if there is anything that we can do in order to maintain your peaceful tenancy.

This Renter's Manual is part of your Lease and as such is legally binding on both the Tenant and the Property Owner.