



TENANT HANDBOOK ADDENDUM 18

PLEASE RETAIN THIS COPY THROUGHOUT YOUR TENANCY

JULY 2018

4604 FRANKLIN AVENUE
WILMINGTON, NC 28403
FAX: (910) 395-2788

contact@stokleyproperties.com

CONTACT JAY STOKLEY (910) 232-1964

MANAGEMENT POLICIES & PROCEDURES

1. No cash or separate checks will be accepted. **ALL** payments must be in the form of **1 CHECK OR MONEY ORDER. (NO partial payments!)**

-multiple check payments may be accepted when received **at the same time.**

2. Rent is due on the 1st of the month! The 4 days following are a GRACE PERIOD. If you must use the grace period, **rent is due no later than 5pm ON THE 5th!**

-we do not pay attention to postmarks on mailed envelopes.

-rent accepted after the **5th** of the month **MUST** be in a **MONEY ORDER** or **CASHIER'S CHECK with a 5% Late Fee.**

-NO CHECKS will be accepted for payments after the 5th. NO CASH is ever accepted.

3. LATE PAYMENTS WILL NOT BE TOLERATED

-If rent, unpaid late feeds, unpaid utility bills, unpaid maintenance charges, etc are not received by the **15th** of the month, **eviction proceedings will begin immediately.**

-Eviction notice will be served. Court date will be set approximately **1 week from this date.**

4. NSF Check Policy: If a check is returned for insufficient funds, you must bring a money order ***immediately*** for the balance due + **\$25 NSF** check fee.

-**You are afforded only 1 chance for NSF checks.**

-If a **2nd** NSF check is received, **no checks will be accepted ever again.**

****BAD CHECKS ARE A FELONY OFFENSE IN NC! A bad check must be made good with in 3 days of notification.**

5. Tenants will be responsible for all utilities unless included in rent. All utilities will be disconnected within 2 days after lease signing. Please transfer or set up utilities in your name immediately after signing lease except in cases where the utility will not allow you to set up account in your name (ex: New Hanover County water/sewer). If we have notified you of this situation at lease signing, we will bill you as we are billed and these charges must be paid promptly.

6. A move-in inspection form is provided for your protection. This form must be completed, signed, & returned to Stokley Property Management within 10 days of your move-in date.

7. Tenants must abide by all rules/regulations of the Homeowner's Association. Fines resulting from violations will be charged to the tenant. By signing this addendum, you acknowledge receipt of a copy of the HOA rules/regulations and understand all that is included.

8. Tenants must maintain the grounds by keeping the lawn mowed & watered. Tenants must keep shrubs trimmed, free of debris, leaves and pine straw and keep any beds around house weeded. (Unless maintenance is done by the HOA)

9. Tenants must park in the driveway or in assigned spaces. No parking on grass.

10. Tenants may not harbor any unlicensed/inoperable vehicles on or about the premises.

11. Tenants are responsible to purchase & maintain salt in the water softener if one is present.

12. Security deposit is for damages to the unit beyond normal wear & tear, and cannot be used for rent! 30 days after you move-out, you will receive a statement and a refund check. If money is still owed after move-out, you must pay the balance within 30 days or we will turn your file over to our collection agency to be put on your credit report for 7 years or until paid.

13. NO LOUD OR RAUCOUS PARTIES are allowed. Excessive noise and loud music in your home or outside areas are not permitted at any time. Enjoy yourself but not at the expense of your neighbor's comfort. Police may be called for any loud noise at ANY TIME!

14. Balconies, patios, windows: Objects such as plants without water basins, towels, clothing, bikes, toys, posters, signs, stickers, pets, etc. cannot be set on patios, balconies, or railings. No objects of any kind may be attached to windows or doors where visible from the exterior.

15. ALTERATIONS: Alterations such as new paint, ceiling fans, wallpaper, borders, built-in shelves, towel bars, etc. may not be added to the property without prior approval from the Landlord. The unit must be returned to its original condition when unit is vacated. Tenants will be charged for any repairs and/or painting resulting from damage caused by alterations.

16. TRASH: Trash must be disposed of in approved trash containers or dumpsters. Trash bags must be disposed of immediately and may not be left on patios or by front doors at any time. **Trash containers must be stored out of sight of the street on days other than trash day** to avoid fines if an HOA supervises the neighborhood.

17. GUESTS: Guests may not occupy the property for more than 72 hours unless prior consent has been obtained from the Landlord. Please notify us if someone will be staying for an extended period of time and you want to be legally responsible for them.

If so, they should be added to your lease as permitted occupant for insurance liability reasons. If you do not want to be legally responsible for them, they must fill out our rental application to be added to the lease.

18. SMOKERS: No smoking is allowed inside any rental. Damage caused by smoking any substance will be deducted from the security deposit. Damage includes but is not limited to deodorizing the carpet, additional paint preparation, mini-blind replacement, repairs to carpets or counters from burn marks, etc. All smoking must be done outside. We recommend tenants paint all walls and professionally clean carpets with a deodorizing smoke treatment before move-out.

19. Waterbeds are not allowed in properties unless approved in advance by property manager.

20. What if my roommate moves out before the lease is up? If a roommate decides to move out, written notice signed by **ALL TENANTS** must be submitted to Stokley Property Management relinquishing rights to the security deposit and requesting that the tenant's name be removed from the lease. Your file will be assessed. If the remaining tenants are financially qualified to remain in the property, the tenant will be removed from the lease. Refund of this tenant's deposit must be handled by the remaining tenants. No partial deposit refunds will be made.

21. What if one of my roommates doesn't pay their portion of rent or pays late? All tenants are equally and jointly responsible for ALL of the rent payments each month. It is not the responsibility of Stokley Property Management to arbitrate or mediate problems between roommates.

22. For police/fire emergencies dial 911 before calling Stokley Property Management! All non-emergency maintenance requests **MUST BE IN WRITING** before any repairs will be completed. Email is fine.

23. Appointments for repairs: If you submit a maintenance request and the problem stops or you fix it yourself, call us to cancel the work order. If a repairman arrives to fix a problem already been resolved and you never called to notify us, you will be charged for the service call. If you make an appointment to meet a vendor and miss the appointment, you will be charged for the service call.

24. Satellite dishes: Satellite dishes may not be permanently attached to a rental property at any time. If you choose to use a satellite, the equipment may be clipped (not bolted, screwed, or nailed) to a railing. Or the dish may be mounted on a pole and placed in the yard. Damage resulting from installation of satellite equipment will be tenant responsibility.

25. Extra cable/phone outlets: The landlord is required to provide only 1 phone outlet for a rental property. All cable outlets and additional phone lines may be installed **at the tenant's expense** with Stokley Property Management's approval. Additional outlets already installed at the property may need to be activated at the tenant's expense.

MANAGEMENT DRUG POLICY

Tenant, any member of the tenant's household, guest, or other person under the tenant's control:

1. Will not engage in criminal activity, including drug-related criminal activity, on or near premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, or use of a controlled substance.
2. Will not engage in any act intended to facilitate criminal activity, including drug-related criminal activity on or near the premises.
3. Will not permit the dwelling to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. Will not engage in acts or threats of violence, including but not limited to the unlawful discharge of firearms on or near the premises.
5. Will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near the premises or otherwise.
6. Violations of the above provisions will be a material violation of the lease and good cause for termination of tenancy. A single violation of any provision of this addendum will be considered a serious violation and a material noncompliance with the lease. It is understood and agreed that a single violation will be good cause for termination of the lease. Unless otherwise provided by law, proof of violation will not require criminal conviction, but will be by a preponderance of the evidence.
7. In case of conflict between the provision of this addendum and any other provisions of the lease, the provision of the addendum will govern.

MAINTENANCE POLICY & PROCEDURE

THREE TYPES OF MAINTENANCE PROBLEMS

1. Emergencies – situations that pose an immediate threat to the health and safety of the occupants and require action within 24 hours. Examples: gas leak, flooding, and major structural damage.
2. Major problem – situations that affect the quality of the residential environment but do not immediately endanger the occupants. Action should be taken within a few days of notice. Examples: defective water heater, clogged drain, heating problems in part of a unit, and defective locks on doors.
3. Minor problem – situations that fall into the “nuisance” category. Nuisance items should be addressed as soon as possible, i.e. 30-60 days. Examples: defective lighting, dripping faucets, household pests, and peeling paint.

Submit Online Maintenance Request for All Non-Emergency Repairs

<http://www.stokleyproperties.com/request.html>

Emergency Repairs contact Jay Stokley (910) 232-1964

Repairs will be done as soon as possible. However, some repairs require owner’s approval, and this could increase our response time. **If you miss an appointment made with a repairperson you will be billed for the service call. If you cannot be there for the repair, a representative from Stokley Property Management, INC will assist for a \$35 fee charged to tenant.**

TENANT RESPONSIBILITIES

- Broken Glass / Torn Screens
- Lost Keys, keys broken off in your lock. (A \$35 charge for representative unlocking door).
- Jammed Disposals
- Stopped up drains, and stopped up toilets
- Tripped Breakers, overloaded circuits and blown fuses
- Non-Functioning HVAC due to clogged filters or no fuel
- Damages which are not normal wear and tear
- Exterminate if pest issue did not exist prior t move-in
- **NO ISSUE** detected when maintenance person attempts repair

TENANTS WILL NOT BE REIMBURSED FOR REPAIRS/ADDITIONS UNLESS GIVEN PRIOR APPROVAL BY THE PROPERTY MANAGER

MOLD POLICY AND PROCEDURE

MOLD: Mold consists of naturally occurring microscopic organisms which reproduce by spores. Mold breaks down and feeds on organic matter in the environment. The mold spores spread through the air and the combination of excessive moisture and organic matter allows for mold growth. Not all, but certain types and amounts of mold can lead to adverse health effects and/or allergic reactions. Not all mold is readily visible, but when it is, can often be seen in the form of discoloration, ranging from white to orange and from green to brown and black, and often there is a musty odor present. Reducing moisture and proper housekeeping significantly reduces the chance of mold and mold growth.

CLIMATE CONTROL: Tenant(s) agree to use all air-conditioning, if provided, in a reasonable manner and use heating systems in moderation and to keep the premises properly ventilated by periodically opening windows to allow circulation of fresh air during dry weather only. **OWNER OR AGENT RECOMMENDS THAT AIR CONDITIONING IS USED AT ALL TIMES IF UNIT HAS AIR CONDITIONING.**

TENANT(S) AGREE TO:

- KEEP THE PREMISES CLEAN AND REGULARLY DUST, VACUUM AND MOP.
- USE HOOD VENTS WHEN COOKING, CLEANING AND DISHWASHING
- KEEP CLOSET DOORS AJAR
- AVOID EXCESSIVE AMOUNTS OF INDOOR PLANTS
- USE EXHAUST FANS WHEN BATHING/SHOWERING AND LEAVE ON FOR A SUFFICIENT AMOUNT OF TIME TO REMOVE MOISTURE
- USE CEILING FANS IF PRESENT
- WATER ALL INDOOR PLANTS OUTDOORS
- WIPE DOWN ANY MOISTURE AND/OR SPILLAGE
- WIPE DOWN BATHROOM WALLS AND FIXTURES AFTER BATHING/SHOWERING
- WIPE DOWN ANY VANITIES/SINK TOPS
- AVOID AIR DRYING DISHES
- NOT "HANG-DRY" CLOTHES INDOORS
- OPEN BLINDS/CURTAINS TO ALLOW LIGHT INTO PREMISES
- WIPE DOWN FLOORS IF ANY WATER SPILLAGE
- HANG SHOWER CURTAINS INSIDE BATHTUB WHEN SHOWERING
- LEAVE BATHROOM AND SHOWER DOORS OPEN AFTER USE
- USE DRYER IF PRESENT FOR WET TOWELS
- USE HOUSEHOLD CLEANERS ON ANY HARD SURFACES
- REMOVE ANY MOLDY OR ROTTING FOOD
- REMOVE GARBAGE REGULARLY
- WIPE DOWN ANY AND ALL VISIBLE MOISTURE
- WIPE DOWN WINDOWS AND SILLS IF MOISTURE PRESENT
- INSPECT FOR LEAKS UNDER SINKS

TENANT(S) SHALL REPORT IN WRITING:

- VISIBLE OR SUSPECTED MOLD
- ALL A/C OR HEATING PROBLEMS OR SPILLAGE
- PLANT WATERING OVERFLOWS
- MUSTY ODORS, SHOWER/BATH/SINK/TOILET OVERFLOWS
- LEAKY FAUCETS, PLUMBING, PET URINE ACCIDENTS
- DISCOLORATION OF WALLS, BASEBOARDS, DOORS, WINDOW FRAMES, CEILING
- MOLDY CLOTHING, REFRIGERATOR AND A/C DRIP PAN OVERFLOWS
- MOISTURE DRIPPING FROM OR AROUND ANY VENTS, A/C LINES
- LOOSE, MISSING OR FAILING GROUT OR CAULK AROUND TUBS, SHOWERS, SINKS, FAUCETS, COUNTERTOPS, CLOTHES DRYER VENT LEAKS
- ANY AND ALL MOISTURE

SMALL AREAS OF MOLD: If mold has occurred on a small non-porous surface such as ceramic tile, formica, vinyl flooring, metal or plastic and the mold is not due to an ongoing leak or moisture problem. Tenant agrees to clean the areas with soap (or detergent) and a small amount of water, let the surface dry, and then within 24 hours apply a non staining cleaner such as Lysol Disinfectant, Pine-Sol Disinfectant (original pine-scented), Tilex Mildew Remover, or Clorox Cleanup.

TERMINATION OF TENANCY: Owner or agent reserves the right to terminate the tenancy and TENANT(S) agree to vacate the premises in the event owner or agent in its sole judgment feels that either there is mold or mildew present in the dwelling unit which may pose a safety or health hazard to TENANT(S) or other persons and/or TENANT(S) actions or inactions are causing a condition which is conducive to mold growth.

INSPECTIONS: TENANT(S) agree that Owner or agent may conduct inspections of the unit at any time with reasonable notice.

VIOLATION OF ADDENDUM: IF TENANT(S) FAIL TO COMPLY WITH THIS ADDENDUM, Tenant(s) can be held responsible for property damage to the dwelling and any health problems that may result. Noncompliance includes but is not limited to Tenant(s) failure to notify Owner or Agent of any mold, mildew or moisture problems immediately IN WRITING. Violation shall be deemed a material violation under the terms of the Lease, and owner or agent shall be entitled to exercise all rights and remedies it possesses against TENANT(S) at law or in equity and TENANT(S) shall be liable to Owner for damages sustained to the Leased Premises. TENANT(S) shall hold Owner and agent harmless for damage or injury to person or property as a result of TENANT(S) failure to comply with the terms of this addendum.

HOLD HARMLESS: If the premises is or was managed by an agent of the Owner, TENANT(S) agree to hold Agent and its employees harmless and shall look solely to the property Owner in the event of any litigation or claims concerning injury, damage or harm suffered due to mold or mildew.

REQUIREMENTS FOR SECURITY DEPOSIT RETURN

- 1) All keys, community passes, garage door openers, and pool passes must be received no later than 5pm on the day the lease ends or you will be charged a prorated amount per day.
- 2) Property must be PROFESSIONALLY CLEANED.
- 3) Carpets must be PROFESSIONALLY CLEANED.
- 4) Walls, trim, doors, switch plates, must be clean and free of finger prints.
- 5) Garage, porches, decks, and all storage areas must be clean. Pressure washed if stained with oil or rust.
- 6) CHANGE HVAC filter, light bulbs, any bent blinds, torn screens, cracked outlets,
- 7) Fireplace cleaned out and left like it was found.
- 8) Front and back yards must be mowed, leaves raked, beds weeded, and if needed, hedges trimmed.
- 9) Patch / touch up nail holes, scuff marks on walls, dings. Contact Stokley Property Management INC about paint.
- 10) All Trash must be gone BEFORE the move-out date.

ANY DAMAGES NEED TO BE REPORTED TO STOKLEY PROPERTY MANAGEMENT, INC TWO WEEKS BEFORE MOVE-OUT.

NOTE: If you use an unqualified vender and the work is not done properly, you are responsible.

Recommended Vendors:

- Craig Thomas / Handyman / Painter (910) 616-2034
- Lillie's Cleaning Service (910) 305-3125
- Citru Solution - Carpet Cleaning (910) 685-5530
- Sticks and Stones / Lawn Care – Bryant Justice (910) 620-9566

Important:

- Provide copies of all invoices.
- Be sure to plan ahead.
- If you need help, call us.

Refunds are mailed within 30 days of last day of occupancy (keys delivered). If more repairs are necessary, then you will receive an interim accounting in the first 30 days, and a final accounting notice within 60 days.



4604 Franklin Avenue, Wilmington, NC 28403

Tel: (910) 232-1964 - Fax: (910) 395-2788

EXIT FORM

Name: _____ Date: _____

Address: _____

Date Lease Terminated: _____

Handed In:

Keys: _____

Parking Decal: _____

Mail Box Key: _____

Garage Door Remote: _____

Pool Pass: _____

Visitors Parking Pass: _____

Signature or All Leases:

Forwarding Addresses of All Leases:

Please complete and return when you turn in your keys.

NEW HANOVER COUNTY NUMBERS

Water / Sewer:

- City of Wilmington: (910) 341-7806
- Cape Fear Public Utility: (910) 332-6550
- Aqua Source: (877) 987-2782
- New Hanover County: (910) 798-7162
- Kure Beach: (910) 458-8216
- Carolina Beach: (910) 458-2525
- Wrightsville Beach: (910) 256-7935

Garbage and Trash Pick-up:

- Waste Industries: (910) 762-7563
- Hanover Trash/A-1 Sanitation: (910) 791-4048
- Pink Trash: (910) 313-2556
- Waste Management: (910) 799-5256
- East Coast (Services County): (910) 395-7020

Electricity:

- Progress Energy: (800) 452-2777 or (919) 508-5400

Telephone:

- Bell South: (910) 780-2355 or (800) 767-2355
- AT&T: (800) 222-0300

Cable:

- Time Warner (Wilmington & Wrightsville): (910) 763-4638
- Charter Communications (Carolina & Kure Beach): (888) 438-2427

Natural Gas:

- NC Natural Gas: (800) 275-6264
- Jenkins Propane: (910) 313-2900

BRUNSWICK COUNTY NUMBERS

Electric:

- Brunswick Electric Member Ship Corp (800) 842-5871 or (910) 754-4391
- Duke Energy (800) 452-2777 or (919) 508-5400
- City of Southport (910) 454-0522

Water & Sewer:

- Brunswick Regional Water and Sewer P: (910) 371-9949 F: (910) 371-6441

Natural Gas

- NC Natural Gas (910) 763-3305

School Registration

- Brunswick County (910) 457-5241

Cable Provider

- Time Warner Cable (910) 763-4638

Trash

- Waste Industries (910) 253-4177
- North Brunswick (910) 371-9949
- Solid Waste Department (910) 253-2520

Hospital

- Brunswick County Hospital (910) 755-8121