

SCHEDULE I – NORTH CAROLINA



1. This Lease is governed by the North Carolina Residential Rental Agreements Act, Chapter 42 of the North Carolina General Statutes (together, the “Act”), and any other applicable federal, state, or local laws. You are advised to read the Act before signing this Lease. In the case of any conflict between the terms of this Lease and the Act, the terms of the Act will control.

2. The following language is added at the end of Section 2, Paragraph 2 “Aggregate Rent & Installments” of the Lease:

However, if you are a member of the Armed Forces of the United States or are a victim of domestic violence, sexual assault, or stalking, you may be able to terminate this Lease and may be entitled to prorated Rent under certain circumstances as described in the Act, in which case the third sentence in Paragraph 1(a) does not apply to you.

3. The third sentence of Section 2 of the Lease (beginning, “You have no right to withhold . . .” and ending, “. . . damages against us”) is deleted and replaced with the following:

Notwithstanding anything to the contrary in this Lease, you have no right to withhold Rent for any purpose, even an Act of God (for example, an earthquake, flood, or other natural disaster), or to reduce any Rent payable to us by any of your costs or damages against us except where you have been judicially ordered to do so and under the conditions and requirements set forth in the Act.

4. Section 2, Paragraph 5 “Late Payment” of the Lease is amended and restated in its entirety to read as follows:

Regardless of whether it is a holiday or weekend, all monies due but not received by close of business on the fifth (5th) day of the month are considered late. If any portion of your monthly payment is not received by the above date, you will be assessed **an initial late fee of up to \$15.00 or 5% percent of the monthly Rent, whichever is greater, for each late rental payment.** Late fees are assessed in accordance with the Act. You also agree to pay a processing fee not to exceed \$25.00 for each NSF (non-sufficient funds) or returned check or rejected automated clearing house draft plus the above late fees in accordance with the Act. A late fee will only be imposed once for each late rental payment. A late fee for a specific late rental payment will not be deducted from a subsequent rental payment to cause a subsequent rental payment to be in default.

5. The following sentence is added to the end of Section 12 of the Lease:

We will itemize any damage and deliver the itemization to you with the return of your security deposit, if any, within 30 days after you move out. If we cannot determine the amount damage, we will provide you an interim accounting within 30 days after you move out. In any event, we will send you a final accounting itemizing any damage and the return of your security deposit, if any, within 60 days after you move out. However, if you are a member of the Armed Forces of the United States or are the victim of domestic violence, sexual assault, or stalking, you may be able to terminate this Lease under certain circumstances as described in the Act, in which case the last sentence in Section 8(e) does not apply to you.

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6. You acknowledge and agree that a fifteen percent (15%) overhead charge described in Section 17 of the Lease is a reasonable charge.

7. The following sentence is added at the end of Section 17, Paragraph 1 “Care of the Unit” of the Lease:

If we know you are in violation of your responsibilities under this section, we will notify you in writing of the breach of your responsibilities, except that we will not be required to notify you of the breach in emergency situations.

8. The third sentence in Section 17, Paragraph 2 “Smoke Detectors” of the Lease is deleted in its entirety and amended to read as follows:

It is your responsibility to notify us immediately if any smoke detector or carbon monoxide detector is malfunctioning or is in need of repair or replacement. You must immediately notify us of the malfunction in writing and we will replace or repair the affected detector(s) within 15 days of receipt of notification.

9. Sentence six of Section 18 of the Lease is hereby amended and restated in its entirety to read:

YOU UNDERSTAND THAT WE HAVE NOT MADE ANY REPRESENTATIONS, EITHER WRITTEN OR ORAL, TO YOU CONCERNING THE SAFETY OF THE APARTMENT COMMUNITY OR THE PREMISES OR THE EFFECTIVENESS OR OPERABILITY OF ANY SECURITY DEVICES OR SECURITY MEASURES, EXCEPT FOR THE OPERABILITY OF SMOKE ALARMS OR DETECTORS AND CARBON MONOXIDE DETECTORS, AT THE APARTMENT COMMUNITY OR THE PREMISES.

10. Sentence nine of Section 18 of the Lease is hereby amended and restated in its entirety to read:

YOU AGREE TO IMMEDIATELY NOTIFY US OF IN WRITING OF ANY MALFUNCTIONS INVOLVING LOCKS, DOORS, WINDOWS, AND PROTECTIVE DEVICES INCLUDING SMOKE ALARMS OR DETECTORS AND CARBON MONOXIDE DETECTORS.

11. The following is incorporated at the end of Section 21 of the Lease:

However, if you are the victim of domestic violence, sexual assault or stalking, you may be entitled a re-key or change of your locks under the provisions of the Act. You agree to request that we change or re-key the locks, and we will either change your locks or give you permission to change your locks within 72 hours of your request. You agree that you will provide a key to the new locks to us within 48 hours of the locks being changed.

12. The opening clause of Section 23 of the Lease is deleted, and the following sentence is inserted in its place:

If you are in violation of this Lease, we can, after any demand and notice as may be required under the Act, and in addition to other remedies allowed by law:

13. The last sentence of Section 23 of the Lease is amended and restated in its entirety as follows:



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In addition to the foregoing remedies, if you commit any violation of Section 22, paragraph h. or i. of this Lease or engage in any criminal activity as defined under the Act, we can immediately require you to vacate the Premises within 24 hours after notice from us.

- 14. Section 25 of the Lease is hereby amended and restated in its entirety to read:

COSTS AND FEES. In the event we bring an action against you because you violated this Lease, we can recover all costs or fees we incur, including reasonable attorneys’ fees, as part of any judgment in accordance with and subject to the limitations contained in the Act.

- 15. The following sentence is to be added to the end of Section 27 of the Lease:

Within 30 days of any sale, transfer, or assignment of our interest in the Apartment Community, we will either transfer the security deposit to the new landlord and notify you of the identity of the new landlord or will return the portion of your security deposit owed to you after any deductions allowed by law are made.

Signature of Resident	Date	By:	Authorized Agent	Date	
GMH		 		UNIVERSITY HOUSING	

SAMPLE DOCUMENT ONLY

