

NORTH CAROLINA

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In North Carolina, while residential landlord tenant relationships are subject to a strict statutory system, commercial landlord tenant relationships are generally governed by the lease between the parties and caselaw interpretation of leases, with a background statutory framework. A strict statutory framework does govern the use of summary ejectment processes to evict a tenant. North Carolina statutes are available online at <http://www.ncga.state.nc.us/Statutes/Statutes.html>.

Topic	Citation	Statute	Commentary
Abandoned Goods	N.C. Gen. Stat. § 44A-2(e)	<p>Any lessor of nonresidential demised premises has a lien on all furniture, furnishings, trade fixtures, equipment and other personal property to which the tenant has legal title and which remains on the demised premises if (i) the tenant has vacated the premises for 21 or more days after the paid rental period has expired, and (ii) the lessor has a lawful claim for damages against the tenant. If the tenant has vacated the premises for 21 or more days after the expiration of the paid rental period, or if the lessor has received a judgment for possession of the premises which is executable and the tenant has vacated the premises, then all property remaining on the premises may be removed and placed in storage. If the total value of all property remaining on the premises is less than one hundred dollars (\$100.00), then it shall be deemed abandoned five days after the tenant has vacated the premises, and the lessor may remove it and may donate it to any charitable institution or organization. Provided, the lessor shall not have a lien if there is an agreement between the lessor or his agent and the tenant that the lessor shall not have a lien. This lien shall be for the amount of any rents which were due the lessor at the time the tenant vacated the premises and for the time, up to 60 days, from the vacating of the premises to the date of sale; and for any sums necessary to repair damages to the premises caused by the tenant, normal wear and tear excepted; and for reasonable costs and expenses of sale. The lien created by this subsection shall be enforced by sale at public sale pursuant to the provisions of G.S. 44A-4(e). This lien shall not have priority over any security interest in the property which is perfected at the time the lessor acquires this lien.</p>	Provides limited landlord lien in certain cases when tenant abandons the leased premises.

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Acknowledgments – Uniform Recognition of Acknowledgments Act		No applicable statute.	
Action on agreement to sell real estate	N.C. Gen. Stat. § 1-52	<p>Within three years an action --</p> <p>(1) Upon a contract, obligation or liability arising out of a contract, express or implied, except those mentioned in the preceding sections or in G.S. 1-53(1).</p> <p>(1a) Upon the official bond of a public officer.</p> <p>(2) Upon a liability created by statute, either state or federal, unless some other time is mentioned in the statute creating it.</p> <p>(3) For trespass upon real property. When the trespass is a continuing one, the action shall be commenced within three years from the original trespass, and not thereafter.</p> <p>(4) For taking, detaining, converting or injuring any goods or chattels, including action for their specific recovery.</p> <p>(5) For criminal conversation, or for any other injury to the person or rights of another, not arising on contract and not hereafter enumerated.</p> <p>(6) Against the sureties of any executor, administrator, collector or guardian on the official bond of their principal; within three years after the breach thereof complained of.</p> <p>(7) Against bail; within three years after judgment against the principal; but bail may discharge himself by a surrender of the principal, at any time before final judgment against the bail.</p> <p>(8) For fees due to a clerk, sheriff or other officer, by the judgment of a court; within three years from the entry of the judgment, or the</p>	Three year statute of limitations for breach of contract actions.

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		<p>issuing of the last execution thereon.</p> <p>(9) For relief on the ground of fraud or mistake; the cause of action shall not be deemed to have accrued until the discovery by the aggrieved party of the facts constituting the fraud or mistake.</p> <p>(10) Repealed by Session Laws 1977, c. 886, s. 1.</p> <p>(11) For the recovery of any amount under and by virtue of the provisions of the Fair Labor Standards Act of 1938 and amendments thereto, said act being an act of Congress.</p> <p>(12) Upon a claim for loss covered by an insurance policy which is subject to the three-year limitation contained in lines 158 through 161 of the Standard Fire Insurance Policy for North Carolina, G.S. 58-44-15(c).</p> <p>(13) Against a public officer, for a trespass, under color of his office.</p> <p>(14) An action under Chapter 75B of the General Statutes, the action in regard to a continuing violation accrues at the time of the latest violation.</p> <p>(15) For the recovery of taxes paid as provided in G.S. 105-381.</p> <p>(16) Unless otherwise provided by statute, for personal injury or physical damage to claimant's property, the cause of action, except in causes of actions referred to in G.S. 1-15(c), shall not accrue until bodily harm to the claimant or physical damage to his property becomes apparent or ought reasonably to have become apparent to the claimant, whichever event first occurs. Provided that no cause of action shall accrue more than 10 years from the last act or omission of the defendant giving rise to the cause of action.</p> <p>(17) Against a public utility, electric or telephone membership corporation, or a municipality for damages or for compensation for right-of-way or use of any lands for a utility service line or lines to serve one or more customers or members unless an inverse condemnation action or proceeding is commenced within three years</p>	

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		<p>after the utility service line has been constructed or by October 1, 1984, whichever is later.</p> <p>(18) Against any registered land surveyor as defined in G.S. 89C-3(9) or any person acting under his supervision and control for physical damage or economic or monetary loss due to negligence or a deficiency in the performance of surveying or platting as defined in G.S. 1-47(6).</p> <p>(19) For assault, battery, or false imprisonment.</p>	
<p>Actions against landowner by invitees, licensees, and trespassers</p>		<p>§ 42A-31</p> <p>A landlord of a residential property used for a vacation rental shall:</p> <ol style="list-style-type: none"> <li>1) Comply with all current applicable building and housing codes.</li> <li>2) Make all repairs and do whatever is reasonably necessary to put and keep the property in a fit and habitable condition.</li> <li>3) Keep all common areas of the property in safe condition.</li> <li>4) Maintain in good and safe working order and reasonably and promptly repair all electrical, plumbing, sanitary, heating, ventilating, and other facilities and major appliances supplied by him or her upon written notification from the tenant that repairs are needed.</li> <li>5) Provide operable smoke detectors. The landlord shall replace or repair the smoke detectors if the landlord is notified by the tenant in writing that replacement or repair is needed. The landlord shall annually place new batteries in a battery-operated smoke detector, and the tenant shall replace the batteries as needed during the tenancy. Failure of the tenant to replace the batteries as needed shall not be considered negligence on the part of the tenant or landlord.</li> </ol> <p>These duties shall not be waived; however, the landlord and tenant</p>	<p>For a discussion of the modern status of premises liability law in North Carolina, <i>see Nelson v. Freeland</i>, 507 S.E.2d 882 (1998).</p>

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		<p>may make additional covenants not inconsistent herewith in the vacation rental agreement.</p> <p>§42A-32</p> <p>The tenant of a residential property used for a vacation rental shall:</p> <ol style="list-style-type: none"> <li>1) Keep that part of the property which he or she occupies and uses as clean and safe as the conditions of the property permit and cause no unsafe or unsanitary conditions in the common areas and remainder of the property that he or she uses.</li> <li>2) Dispose of all ashes, rubbish, garbage, and other waste in a clean and safe manner.</li> <li>3) Keep all plumbing fixtures in the property or used by the tenant as clean as their condition permits.</li> <li>4) Not deliberately or negligently destroy, deface, damage, or remove any part of the property or render inoperable the smoke detector provided by the landlord or knowingly permit any person to do so.</li> <li>5) Comply with all obligations imposed upon the tenant by current applicable building and housing codes.</li> <li>6) Be responsible for all damage, defacement, or removal of any property inside the property that is in his or her exclusive control unless the damage, defacement, or removal was due to ordinary wear and tear, acts of the landlord or his or her agent, defective products supplied or repairs authorized by the landlord, acts of third parties not invitees of the tenant, or natural forces.</li> <li>7) Notify the landlord of the need for replacement of or repairs to a smoke detector. The landlord shall annually place new batteries in a battery-operated smoke detector, and the tenant shall replace the batteries as needed during the tenancy. Failure of the tenant to replace the batteries as needed shall not be considered negligence on the part of the tenant or the landlord.</li> </ol> <p>These duties shall not be waived; however, the landlord and tenant may make additional covenants not inconsistent herewith in the vacation rental agreement.</p>	

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Adverse Possession	N.C. Gen. Stat. §§ 1-38, 1-40, and 1-43	<p>§ 1-38. Seven years' possession under color of title</p> <p>(a) When a person or those under whom he claims is and has been in possession of any real property, under known and visible lines and boundaries and under color of title, for seven years, no entry shall be made or action sustained against such possessor by a person having any right or title to the same, except during the seven years next after his right or title has descended or accrued, who in default of suing within that time shall be excluded from any claim thereafter made; and such possession, so held, is a perpetual bar against all persons not under disability: Provided, that commissioner's deeds in judicial sales and trustee's deeds under foreclosure shall also constitute color of title.</p> <p>(b) If</p> <p>(1) The marking of boundaries on the property by distinctive markings on trees or by the placement of visible metal or concrete boundary markers in the boundary lines surrounding the property, such markings to be visible to a height of 18 inches above the ground, and</p> <p>(2) The recording of a map prepared from an actual survey by a surveyor registered under the laws of North Carolina, in the book of maps in the office of the register of deeds in the county where the real property is located, with a certificate attached to said map by which the surveyor certifies that the boundaries as shown by the map are those described in the deed or other title instrument or proceeding from which the survey was made, the surveyor's certificate reciting the book and page or file number of the deed, other title instrument or proceeding from which the survey was made, then the listing and paying of taxes on the real property marked and for which a survey and map have been certified and recorded as provided in subdivisions (1) and (2) above shall constitute prima facie evidence of possession of real property under known and visible lines and boundaries. Maps recorded prior to October 1, 1973 may be qualified under this statute by the recording of certificates prepared in accordance with subdivision (b)(2) above.</p>	Seven years under color of title, twenty years without color of title, title presumed in landlord during term of lease.

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		<p>Such certificates must contain the book and page number where the map is filed, in addition to the information required by subdivision (b)(2) above, and shall be recorded and indexed in the deed books. When a certificate is filed to qualify such a recorded map, the register of deeds shall make a marginal notation on the map in the following form: "Certificate filed pursuant to G.S. 1-38(b), book ..... (enter book where filed), page ..."</p> <p>(c) Maps recorded prior to October 1, 1973 shall qualify as if they had been certified as herein provided if said maps can be proven to conform to the boundary lines on the ground and to conform to instruments of record conveying the land which is the subject matter of the map, to the person whose name is indicated on said recorded map as the owner thereof. Maps recorded after October 1, 1973 shall comply with the provisions for a certificate as hereinbefore set forth.</p> <p>§ 1-40. Twenty years adverse possession</p> <p>No action for the recovery or possession of real property, or the issues and profits thereof, shall be maintained when the person in possession thereof, or defendant in the action, or those under whom he claims, has possessed the property under known and visible lines and boundaries adversely to all other persons for 20 years; and such possession so held gives a title in fee to the possessor, in such property, against all persons not under disability.</p> <p>§ 1-43. Tenant's possession is landlord's</p> <p>When the relation of landlord and tenant has existed, the possession of the tenant is deemed the possession of the landlord, until the expiration of twenty years from the termination of the tenancy; or where there has been no written lease, until the</p>	

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		expiration of twenty years from the time of the last payment of rent, notwithstanding that the tenant may have acquired another title, or may have claimed to hold adversely to his landlord. But such presumptions shall not be made after the periods herein limited.	
Agency		No applicable statute.	
Alienage	N.C. Gen. Stat. § 64-1	Rights as to real property.  It is lawful for aliens to take both by purchase and descent, or other operation of law, any lands, tenements or hereditaments, and to hold and convey the same as fully as citizens of this State can or may do, any law or usage to the contrary notwithstanding.	
Alienage – property subject to escheat	N.C. Gen. Stat. Chapter 116B	.	Abandoned property escheats to the State for the benefit of the University of North Carolina system.
Alterations		No applicable statute.	
Arbitration – Revised Uniform Arbitration Act	N.C. Gen Stat. §1-567.1 to 1-567.20 Repealed, Replaced with N.C. Gen Stat §§1-569.1 to 1-569.31		
Arbitration – other		No applicable statute.	
Assignment of Rents			See “Recording.”
Assignments and Subleases		No applicable statute.	See <i>Isbey v. Crews</i> , 55 N.C. App. 47, 284 S.E.2d 534 (1981)
Attorneys – unauthorized practice of law	N.C. Gen. Stat. §§ 84-1 et seq.	§ 84-2.1. "Practice law" defined	

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		<p>The phrase "practice law" as used in this Chapter is defined to be performing any legal service for any other person, firm or corporation, with or without compensation, specifically including the preparation or aiding in the preparation of deeds, mortgages, wills, trust instruments, inventories, accounts or reports of guardians, trustees, administrators or executors, or preparing or aiding in the preparation of any petitions or orders in any probate or court proceeding; abstracting or passing upon titles, the preparation and filing of petitions for use in any court, including administrative tribunals and other judicial or quasi-judicial bodies, or assisting by advice, counsel, or otherwise in any legal work; and to advise or give opinion upon the legal rights of any person, firm or corporation: Provided, that the above reference to particular acts which are specifically included within the definition of the phrase "practice law" shall not be construed to limit the foregoing general definition of the term, but shall be construed to include the foregoing particular acts, as well as all other acts within the general definition. The phrase "practice law" does not encompass the writing of memoranda of understanding or other mediation summaries by mediators at community mediation centers authorized by G.S. 7A-38.5. or by mediators of personnel matters for the University of North Carolina or a constituent institution</p> <p>§ 84-4. Persons other than members of State Bar prohibited from practicing law</p> <p>Except as otherwise permitted by law, it shall be unlawful for any person or association of persons, except active members of the Bar of the State of North Carolina admitted and licensed to practice as attorneys-at-law, to appear as attorney or counselor at law in any action or proceeding before any judicial body, including the North Carolina Industrial Commission, or the Utilities Commission; to maintain, conduct, or defend the same, except in his own behalf as a party thereto; or, by word, sign, letter, or advertisement, to hold out himself, or themselves, as competent or qualified to give legal advice or counsel, or to prepare legal documents, or as being engaged in</p>	

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		<p>advising or counseling in law or acting as attorney or counselor-at-law, or in furnishing the services of a lawyer or lawyers; and it shall be unlawful for any person or association of persons except active members of the Bar, for or without a fee or consideration, to give legal advice or counsel, perform for or furnish to another legal services, or to prepare directly or through another for another person, firm or corporation, any will or testamentary disposition, or instrument of trust, or to organize corporations or prepare for another person, firm or corporation, any other legal document. Provided, that nothing herein shall prohibit any person from drawing a will for another in an emergency wherein the imminence of death leaves insufficient time to have the same drawn and its execution supervised by a licensed attorney-at-law. The provisions of this section shall be in addition to and not in lieu of any other provisions of this Chapter. Provided, however, this section shall not apply to corporations authorized to practice law under the provisions of Chapter 55B of the General Statutes of North Carolina.</p>	
Attorneys' Fees	N.C. Gen. Stat. § 6-21.2	<p>Attorneys' fees in notes, etc., in addition to interest.</p> <p>Obligations to pay attorneys' fees upon any note, conditional sale contract or other evidence of indebtedness, in addition to the legal rate of interest or finance charges specified therein, shall be valid and enforceable, and collectible as part of such debt, if such note, contract or other evidence of indebtedness be collected by or through an attorney at law after maturity, subject to the following provisions:</p> <p>(1) If such note, conditional sale contract or other evidence of indebtedness provides for attorneys' fees in some specific percentage of the "outstanding balance" as herein defined, such provision and obligation shall be valid and enforceable up to but not in excess of fifteen percent (15%) of said "outstanding balance" owing on said note, contract or other evidence of indebtedness.</p> <p>(2) If such note, conditional sale contract or other evidence of</p>	

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		<p>indebtedness provides for the payment of reasonable attorneys' fees by the debtor, without specifying any specific percentage, such provision shall be construed to mean fifteen percent (15%) of the "outstanding balance" owing on said note, contract or other evidence of indebtedness.</p> <p>(3) As to notes and other writing(s) evidencing an indebtedness arising out of a loan of money to the debtor, the "outstanding balance" shall mean the principal and interest owing at the time suit is instituted to enforce any security agreement securing payment of the debt and/or to collect said debt.</p> <p>(4) As to conditional sale contracts and other such security agreements which evidence both a monetary obligation and a security interest in or a lease of specific goods, the "outstanding balance" shall mean the "time price balance" owing as of the time suit is instituted by the secured party to enforce the said security agreement and/or to collect said debt.</p> <p>(5) (Effective until July 1, 2001) The holder of an unsecured note or other writing(s) evidencing an unsecured debt, and/or the holder of a note and chattel mortgage or other security agreement and/or the holder of a conditional sale contract or any other such security agreement which evidences both a monetary obligation and a security interest in or a lease of specific goods, or his attorney at law, shall, after maturity of the obligation by default or otherwise, notify the maker, debtor, account debtor, endorser or party sought to be held on said obligation that the provisions relative to payment of attorneys' fees in addition to the "outstanding balance" shall be enforced and that such maker, debtor, account debtor, endorser or party sought to be held on said obligation has five days from the mailing of such notice to pay the "outstanding balance" without the attorneys' fees. If such party shall pay the "outstanding balance" in full before the expiration of such time, then the obligation to pay the attorneys' fees shall be void, and no court shall enforce such provisions.</p> <p>Notwithstanding the foregoing, however, if debtor has defaulted or violated the terms of the security agreement and has refused, on</p>	

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		<p>demand, to surrender possession of the collateral to the secured party as authorized by § 25-9-503, with the result that said secured party is required to institute an ancillary claim and delivery proceeding to secure possession of said collateral; no such written notice shall be required before enforcement of the provisions relative to payment of attorneys' fees in addition to the "outstanding balance."</p> <p>(5) (Effective July 1, 2001) The holder of an unsecured note or other writing(s) evidencing an unsecured debt, and/or the holder of a note and chattel mortgage or other security agreement and/or the holder of a conditional sale contract or any other such security agreement which evidences both a monetary obligation and a security interest in or a lease of specific goods, or his attorney at law, shall, after maturity of the obligation by default or otherwise, notify the maker, debtor, account debtor, endorser or party sought to be held on said obligation that the provisions relative to payment of attorneys' fees in addition to the "outstanding balance" shall be enforced and that such maker, debtor, account debtor, endorser or party sought to be held on said obligation has five days from the mailing of such notice to pay the "outstanding balance" without the attorneys' fees. If such party shall pay the "outstanding balance" in full before the expiration of such time, then the obligation to pay the attorneys' fees shall be void, and no court shall enforce such provisions.</p> <p>Notwithstanding the foregoing, however, if debtor has defaulted or violated the terms of the security agreement and has refused, on demand, to surrender possession of the collateral to the secured party as authorized by G.S. 25-9-609, with the result that said secured party is required to institute an ancillary claim and delivery proceeding to secure possession of said collateral; no such written notice shall be required before enforcement of the provisions relative to payment of attorneys' fees in addition to the outstanding balance.</p>	
Attornment	N.C. Gen. Stat. § 42-2	<p>§ 42-2. Attornment unnecessary on conveyance of reversions, etc.</p> <p>Every conveyance of any rent, reversion, or remainder in lands,</p>	

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		tenements or hereditaments, otherwise sufficient, shall be deemed complete without attornment by the holders of particular estates in said lands: Provided, no holder of a particular estate shall be prejudiced by any act done by him as holding under his grantor, without notice of such conveyance.	
Change in Name or Status of Owner	N.C. Gen. Stat. § 42-8	<p>§ 42-8. Grantees of reversion and assigns of lease have reciprocal rights under covenants</p> <p>The grantee in every conveyance of reversion in lands, tenements or hereditaments has the like advantages and remedies by action or entry against the holders of particular estates in such real property, and their assigns, for nonpayment of rent, and for the nonperformance of other conditions and agreements contained in the instruments by the tenants of such particular estates, as the grantor or lessor or his heirs might have; and the holders of such particular estates, and their assigns, have the like advantages and remedies against the grantee of the reversion, or any part thereof, for any conditions and agreements contained in such instruments, as they might have had against the grantor or his lessors or his heirs.</p>	
Common Interest Communities	<u>See</u> N.C. Gen. Stat. Chapter 47A	.	North Carolina's Unit Ownership Act
Community Property		No applicable statute.	
Condominium Leaseholds		No applicable statute.	<u>See McElveen-Hunter v. Fountain Manor Assoc.</u> , 96 N.C. App. 627, 386 S.E.2d 435 (1989).
Condemnation	N.C. Gen. Stat. § 40A-2(7)	§ 40A-2. Definitions	<u>See Raleigh Durham Airport Auth. v. King</u> , 75 NC. App. 121, 330 S.E.2d 618 (1985)..

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		<p>As used in this Chapter the following words and phrases have the meanings indicated unless the context clearly requires another meaning:</p> <p>(1) "Condemnation" means the procedure prescribed by law for exercising the power of eminent domain.</p> <p>(2) "Condemnor" means those listed in G.S. 40A-3.</p> <p>(3) "Eminent domain" means the power to divest right, title or interest from the owner of property and vest it in the possessor of the power against the will of the owner upon the payment of just compensation for the right, title or interest divested.</p> <p>(4) "Judge" means a resident judge of the superior court in the district where the cause is pending, or special judge residing in said district, or a judge of the superior court assigned to hold the courts of said district or an emergency or special judge holding court in the county where the cause is pending.</p> <p>(5) "Owner" includes the plural when appropriate and means any person having an interest or estate in the property.</p> <p>(6) "Person" includes the plural when appropriate and means a natural person, and any legal entity capable of owning or having interest in property.</p> <p>(7) "Property" means any right, title, or interest in land, including leases and options to buy or sell. "Property" also includes rights of access, rights-of-way, easements, water rights, air rights, and any other privilege or appurtenance in or to the possession, use, and enjoyment of land.</p>	<p>Leasehold interests are considered property for purposes of condemnation statutes found in Chapter 40A of the general statutes.</p>

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Conflicts of Interest – legislature	N.C. Gen. Stat. § 120-104	<p>§120-104. Advisory Opinions</p> <p>(a) At the request of any member of the General Assembly, the Committee [Legislative Ethics Committee] shall render formal advisory opinions on specific questions involving legislative ethics.</p> <p>(b) The Committee shall receive and review recommended advisory opinions issued to legislators, except the Lieutenant Governor, by the State Ethics Commission under G.S. 138A-13. The opinion shall not be considered a formal advisory opinion until the advisory opinion is adopted by the Committee. The Committee may modify or overrule the recommended advisory opinions issued to legislators by the State Ethics Commission, and the final action on the opinion by the Committee shall control.</p> <p>(c) A legislator who acts in reliance on a formal advisory opinion issued by the Committee under this section shall be entitled to the immunity granted under G.S. 138A-13(a).</p> <p>(d) Staff to the Committee may issue informal, nonbinding advisory opinions under procedures adopted by the Committee.</p> <p>(e) The Committee may interpret Chapter 138A of the General Statutes as it applies to legislators, except the Lieutenant Governor, and these interpretations are binding on all legislators upon publication.</p> <p>(f) The Committee shall submit its formal advisory opinions to the State Ethics Commission, and the State Ethics Commission shall publish the Committee's opinions under G.S. 138A-13(d).</p>	

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		(g) Except as provided under subsection (f) of this section, requests for advisory opinions, advisory opinions issued under this section, and advisory opinions received from the State Ethics Commission are confidential and not matters of public record.	
Conflicts of Interest – public official	N.C. Gen. Stat. § 160A-75	<p>§ 160A-75. Voting</p> <p>No member shall be excused from voting except upon matters involving the consideration of the member's own financial interest or official conduct or on matters on which the member is prohibited from voting under G.S. 14-234, 160A-381(d), or 160A-388(e1). In all other cases, a failure to vote by a member who is physically present in the council chamber, or who has withdrawn without being excused by a majority vote of the remaining members present, shall be recorded as an affirmative vote. The question of the compensation and allowances of members of the council is not a matter involving a member's own financial interest or official conduct.</p> <p>An affirmative vote equal to a majority of all the members of the council not excused from voting on the question in issue, including the mayor's vote in case of an equal division, shall be required to adopt an ordinance, take any action having the effect of an ordinance, authorize or commit the expenditure of public funds, or make, ratify, or authorize any contract on behalf of the city. In addition, no ordinance nor any action having the effect of any ordinance may be finally adopted on the date on which it is introduced except by an affirmative vote equal to or greater than two thirds of all the actual membership of the council, excluding vacant seats and not including the mayor unless the mayor has the right to vote on all questions before the council. For purposes of this section, an ordinance shall be deemed to have been introduced on the date the subject matter is first voted on by the council.</p>	Various statutes apply to particular public officials, and should be consulted in circumstances involving local government and public agencies.
Contract or Conveyance		No applicable statute.	

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Covenant of Good Faith and Fair Dealing		No applicable statute.	See <u>Clagett v. Wake Forest University</u> , 126 N.C. App. 602, 486 S.E.2d 443 (1987).
Covenants Running With the Land		No applicable statute.	See <u>Runyon v. Paley</u> , 331 N.C. 293, 416 SE.2d 177 (1992); <u>Midsouth Golf, LLC v. Fairfield Harbourside Condominium Ass'n, Inc.</u> 652 S.E.2d 378 (N.C.App 2007)
Damage or Destruction	N.C. Gen. Stat §§ 42-10-12.	<p>§ 42-10. Tenant not liable for accidental damage</p> <p>A tenant for life, or years, or for a less term, shall not be liable for damage occurring on the demised premises accidentally, and notwithstanding reasonable diligence on his part, unless he so contract.</p> <p>§ 42-11. Willful destruction by tenant misdemeanor</p> <p>If any tenant shall, during his term or after its expiration, willfully and unlawfully demolish, destroy, deface, injure or damage any tenement house, uninhabited house or other outhouse, belonging to his landlord or upon his premises by removing parts thereof or by burning, or in any other manner, or shall unlawfully and willfully burn, destroy, pull down, injure or remove any fence, wall or other inclosure or any part thereof, built or standing upon the premises of such landlord, or shall willfully and unlawfully cut down or destroy any timber, fruit, shade or ornamental tree belonging to said landlord, he shall be guilty of a Class 1 misdemeanor.</p> <p>§ 42-12. Lessee may surrender, where building destroyed or damaged</p> <p>If a demised house, or other building, is destroyed during the</p>	

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		<p>term, or so much damaged that it cannot be made reasonably fit for the purpose for which it was hired, except at an expense exceeding one year's rent of the premises, and the damage or destruction occur without negligence on the part of the lessee or his agents or servants, and there is no agreement in the lease respecting repairs, or providing for such a case, and the use of the house damaged or destroyed was the main inducement to the hiring, the lessee may surrender his estate in the demised premises by a writing to that effect delivered or tendered to the landlord within 10 days from the damage or destruction, and by paying or tendering at the same time all rent in arrear, and a part of the rent growing due at the time of the damage or destruction, proportionate to the time between the last period of payment and the occurrence of the damage or destruction, and the lessee shall be thenceforth discharged from all rent accruing afterwards; but not from any other agreement in the lease. This section shall not apply if a contrary intention appear from the lease.</p>	
Denial of Landlord's Title	N.C. Gen. Stat. § 1-43.	<p>§ 1-43. Tenant's possession is landlord's</p> <p>When the relation of landlord and tenant has existed, the possession of the tenant is deemed the possession of the landlord, until the expiration of twenty years from the termination of the tenancy; or where there has been no written lease, until the expiration of twenty years from the time of the last payment of rent, notwithstanding that the tenant may have acquired another title, or may have claimed to hold adversely to his landlord. But such presumptions shall not be made after the periods herein limited.</p>	
Disabilities – architectural barriers		.	<u>See Discrimination in Leasing</u>

Topic	Citation	Statute	Commentary
Discrimination in Leasing	N.C. Gen. Stat. § 41A-4, 168-9	<p>§ 41A-4. Unlawful discriminatory housing practices</p> <p>(a) It is an unlawful discriminatory housing practice for any person in a real estate transaction, because of race, color, religion, sex, national origin, handicapping condition, or familial status to:</p> <p>(1) Refuse to engage in a real estate transaction;</p> <p>(2) Discriminate against a person in the terms, conditions, or privileges of a real estate transaction or in the furnishing of facilities or services in connection therewith;</p> <p>(2a) Refuse to permit, at the expense of a handicapped person, reasonable modifications of existing premises occupied or to be occupied by the person if the modifications are necessary to the handicapped person's full enjoyment of the premises; except that, in the case of a rental unit, the landlord may, where it is reasonable to do so, condition permission for modifications on agreement by the renter to restore the interior of the premises to the condition that existed before the modifications, reasonable wear and tear excepted;</p> <p>(2b) Refuse to make reasonable accommodations in rules, policies, practices, or services, when these accommodations may be necessary to a handicapped person's equal use and enjoyment of a dwelling;</p> <p>(2c) Fail to design and construct covered multifamily dwellings available for first occupancy after March 13, 1991, so that:</p> <p>a. The dwellings have at least one building entrance on an accessible route, unless it is impractical to do so because of terrain or unusual site characteristics; or</p> <p>b. With respect to dwellings with a building entrance on an accessible route:</p>	

Topic	Citation	Statute	Commentary
		<p>1. The public and common use portions are readily accessible to and usable by handicapped persons;</p> <p>2. There is an accessible route into and through all dwellings and units;</p> <p>3. All doors designed to allow passage into, within, and through these dwellings and individual units are wide enough for wheelchairs;</p> <p>4. Light switches, electrical switches, electrical outlets, thermostats, and other environmental controls are in accessible locations;</p> <p>5. Bathroom walls are reinforced to allow later installation of grab bars; and</p> <p>6. Kitchens and bathrooms have space for an individual in a wheelchair to maneuver;</p> <p>(3) Refuse to receive or fail to transmit a bona fide offer to engage in a real estate transaction;</p> <p>(4) Refuse to negotiate for a real estate transaction;</p> <p>(5) Represent to a person that real property is not available for inspection, sale, rental, or lease when in fact it is so available, or fail to bring a property listing to his attention, or refuse to permit him to inspect real property;</p> <p>(6) Make, print, circulate, post, or mail or cause to be so published a statement, advertisement, or sign, or use a form or application for a real estate transaction, or make a record or inquiry in connection with a prospective real estate transaction, which indicates directly or indirectly, an intent to make a limitation, specification, or discrimination with respect thereto;</p>	

Topic	Citation	Statute	Commentary
		<p>(7) Offer, solicit, accept, use, or retain a listing of real property with the understanding that any person may be discriminated against in a real estate transaction or in the furnishing of facilities or services in connection therewith; or</p> <p>(8) Otherwise make unavailable or deny housing.</p> <p>(b) Repealed by Laws 1989, c. 507, § 2.</p> <p>(b1) It is an unlawful discriminatory housing practice for any person or other entity whose business includes engaging in residential real estate related transactions to discriminate against any person in making available such a transaction, or in the terms and conditions of such a transaction, because of race, color, religion, sex, national origin, handicapping condition, or familial status. As used in this subsection, "residential real estate related transaction" means:</p> <p>(1) The making or purchasing of loans or providing financial assistance (i) for purchasing, constructing, improving, repairing, or maintaining a dwelling, or (ii) where the security is residential real estate; or</p> <p>(2) The selling, brokering, or appraising of residential real estate.</p> <p>The provisions of this subsection shall not prohibit any financial institution from using a loan application which inquires into a person's financial and dependent obligations or from basing its actions on the income or financial abilities of any person.</p>	

Topic	Citation	Statute	Commentary
		<p>(c) It is an unlawful discriminatory housing practice for a person to induce or attempt to induce another to enter into a real estate transaction from which such person may profit:</p> <p>(1) By representing that a change has occurred, or may or will occur in the composition of the residents of the block, neighborhood, or area in which the real property is located with respect to race, color, religion, sex, national origin, handicapping condition, or familial status of the owners or occupants; or</p> <p>(2) By representing that a change has resulted, or may or will result in the lowering of property values, an increase in criminal or antisocial behavior, or a decline in the quality of schools in the block, neighborhood, or area in which the real property is located.</p> <p>(d) It is an unlawful discriminatory housing practice to deny any person who is otherwise qualified by State law access to or membership or participation in any real estate brokers' organization, multiple listing service, or other service, organization, or facility relating to the business of engaging in real estate transactions, or to discriminate in the terms or conditions of such access, membership, or participation because of race, color, religion, sex, national origin, handicapping condition, or familial status.</p> <p>(e) It is an unlawful discriminatory housing practice to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, on account of having exercised or enjoyed, or on account of having aided or encouraged any other person in the</p>	

Topic	Citation	Statute	Commentary
		<p>exercise or enjoyment of any right granted or protected by this Chapter.</p> <p>§ 168-9. Right to housing</p> <p>Each person with a disability who is a citizen shall have the same right as any other citizen to live and reside in residential communities, homes, and group homes, and no person or group of persons, including governmental bodies or political subdivisions of the State, shall be permitted, or have the authority, to prevent any person with a disability who is a citizen from living and residing in residential communities, homes, and group homes on the same basis and conditions as any other citizen. Nothing herein shall be construed to conflict with provisions of Chapter 122C of the General Statutes.</p>	
Distraint		No applicable statute.	
Ejectment	N.C. Gen. Stat. §§ 42-26 et. seq.		These statutes govern summary ejectment actions.
Electronic Transactions	N.C. Gen. Stat. § 66-311 et seq.	.	North Carolina has adopted a version of UETA
Electronic Transactions – Uniform Electronic Transactions Act	N.C. Gen. Stat. §§ 66-311 to 66-330		
Enforcement of Judgments	N.C. Gen. Stat. § 42-36.2	§ 42-36.2. Notice to tenant of execution of writ for possession of property; storage of evicted tenant's personal property	This statute has provisions peculiar to enforcing ejectment judgments.

Topic	Citation	Statute	Commentary
		<p>(a) When Sheriff May Remove Property.--Before removing a tenant's personal property from demised premises pursuant to a writ for possession of real property or an order, the sheriff shall give the tenant notice of the approximate time the writ will be executed. The time within which the sheriff shall have to execute the writ shall be no more than seven days from the sheriff's receipt thereof. The sheriff shall remove the tenant's property, as provided in the writ, no earlier than the time specified in the notice, unless:</p> <p>(1) The landlord, or his authorized agent, signs a statement saying that the tenant's property can remain on the premises, in which case the sheriff shall simply lock the premises; or</p> <p>(2) The landlord, or his authorized agent, signs a statement saying that the landlord does not want to eject the tenant because the tenant has paid all court costs charged to him and has satisfied his indebtedness to the landlord.</p> <p>Upon receipt of either statement by the landlord, the sheriff shall return the writ unexecuted to the issuing clerk of court and shall make a notation on the writ of his reasons. The sheriff shall attach a copy of the landlord's statement to the writ. If the writ is returned unexecuted because the landlord signed a statement described in subdivision (2) of this subsection, the clerk shall make an entry of satisfaction on the judgment docket. If the sheriff padlocks, the costs of the proceeding shall be charged as part of the court costs.</p> <p>(b) Sheriff May Store Property.--When the sheriff removes the personal property of an evicted tenant from demised premises pursuant to a writ or order the tenant shall take possession of his</p>	

Topic	Citation	Statute	Commentary
		<p>property. If the tenant fails or refuses to take possession of his property, the sheriff may deliver the property to any storage warehouse in the county, or in an adjoining county if no storage warehouse is located in that county, for storage. The sheriff may require the landlord to advance the cost of delivering the property to a storage warehouse plus the cost of one month's storage before delivering the property to a storage warehouse. If a landlord refuses to advance these costs when requested to do so by the sheriff, the sheriff shall not remove the tenant's property, but shall return the writ unexecuted to the issuing clerk of court with a notation thereon of his reason for not executing the writ. Except for the disposition of manufactured homes and their contents as provided in G.S. 42-25.9(g) and G.S. 44A-2(e2), within 10 days of the landlord's being placed in lawful possession by execution of a writ of possession and upon the tenant's request within that 10-day period, the landlord shall release possession of the property to the tenant during regular business hours or at a time agreed upon. During the 10-day period after being placed in lawful possession by execution of a writ of possession, a landlord may move for storage purposes, but shall not throw away, dispose of, or sell any items of personal property remaining on the premises unless otherwise provided for in this Chapter. After the expiration of the 10-day period, the landlord may throw away, dispose of, or sell the property in accordance with the provisions of G.S. 42-25.9(g). If the tenant does not request release of the property within 10 days, all costs of summary ejectment, execution and storage proceedings shall be charged to the tenant as court costs and shall constitute a lien against the stored property or a claim against any remaining balance of the proceeds of a warehouseman's lien sale.</p> <p>(c) Liability of the Sheriff.--A sheriff who stores a tenant's property pursuant to this section and any person acting under the sheriff's direction, control, or employment shall be liable for any claims arising out of the willful or wanton negligence in storing the</p>	

Topic	Citation	Statute	Commentary
		<p>tenant's property.</p> <p>(d) Notice. --The notice required by subsection (a) shall, except in actions involving the lease of a space for a manufactured home as defined in G.S. 143-143.9(6), inform the tenant that failure to request possession of any property on the premises within 10 days of execution may result in the property being thrown away, disposed of, or sold. Notice shall be made by one of the following methods:</p> <p>(1) By delivering a copy of the notice to the tenant or his authorized agent at least two days before the time stated in the notice for serving the writ;</p> <p>(2) By leaving a copy of the notice at the tenant's dwelling or usual place of abode with a person of suitable age and discretion who resides there at least two days before the time stated in the notice for serving the writ; or</p> <p>(3) By mailing a copy of the notice by first-class mail to the tenant at his last known address at least five days before the time stated in the notice for serving the writ.</p>	
Environmental		No applicable statute.	
Fixtures		No applicable statute.	See <u>Detorre v. Shell Oil Co.</u> , 84 N.C. App. 501, 353 S.E.2d 272 (1987)
Foreign Ownership		No applicable statute.	
Formalities of Execution	N.C. Gen. Stat. § 47-38	Acknowledgment by grantor.	

Topic	Citation	Statute	Commentary
		<p>When properly completed, a certificate in substantially the following form may be used and shall be sufficient under the law of this State to satisfy the requirements for a notarial certificate for one or more individuals, acting in his, her, or their own right or, whether or not so stated in the notarial certificate, in a representative or fiduciary capacity, including one or more individuals acting on behalf of an unincorporated association, as an officer or director of a corporation, as a partner of a general or limited partnership, as a manager or member of a limited liability company, as the trustee of a trust, as the personal representative of a decedent's estate, as an agent or attorney in fact for another, as the guardian of a minor or an incompetent, or as a public official. The authorization of the form in this section does not preclude the use of other forms. This section applies to notarial certificates made before, on, and after December 1, 2005.</p> <p>North Carolina, _____ County.</p> <p>I (here give the name of the official and his official title), do hereby certify that (here give the name of the individual whose acknowledgment is being taken) personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and (where an official seal is required by law) official seal this the _____ day of _____ (year).</p> <p>(Official seal.)</p> <p>_____</p>	

Topic	Citation	Statute	Commentary
	N.C. Gen. Stat. § 47-41.01	<p>(Signature of officer.)</p> <p>(Title)</p> <p>Corporate conveyances.</p> <p>(a) The following forms of probate for deeds and other conveyances executed by a corporation shall be deemed sufficient, but shall not exclude other forms of probate which would be deemed sufficient in law.</p> <p>(b) If the deed or other instrument is executed by an official of the corporation, signing the name of the corporation by him in his official capacity, or any other agent authorized by resolution pursuant to G.S. 47-18.3(e), is sealed with its common or corporate seal, and is attested by another person who is an attesting official of the corporation, the following form of acknowledgment is sufficient:</p> <p>_____</p> <p>(State and county, or other description of place where acknowledgment is taken)</p> <p>I, _____, _____</p> <p>(Name of officer taking acknowledgment) (Official title of officer taking acknowledgment)</p> <p>certify that _____ personally came before</p> <p>(Name of attesting official)</p> <p>me this day and acknowledged that he (or she) is _____ of _____, a corporation, and</p> <p>(title of attesting official) (Name of corporation)</p> <p>by authority duly</p>	

Topic	Citation	Statute	Commentary
		<p>given and as the act of the corporation, the foregoing instrument was signed in its name by its _____, (Title of official)</p> <p>sealed with its corporate seal, and attested by himself (or herself) as its _____ (Title of attesting official)</p> <p>Witness my hand and official seal, this the _____ day of _____ (Month) (Year)</p> <p>_____ (Signature of officer taking acknowledgment)</p> <p>(Official seal, if officer taking acknowledgment has one)</p> <p>My commission expires _____ (Date of expiration of commission as notary public)</p> <p>(c) If the deed or other instrument is executed by an official of the corporation, signing the name of the corporation in his official capacity, or any other agent authorized by resolution pursuant to G.S. 47-18.3(e) the following form of acknowledgment is sufficient:</p> <p>_____ (State and county, or other description of place where acknowledgment is taken)</p> <p>I, _____, _____, (Name of officer taking acknowledgment) (Official title of officer taking acknowledgment)</p> <p>certify that _____ personally came before me (Name of official)</p> <p>this day and acknowledged that he (or she) is _____ (Title of official)</p> <p>of _____, a corporation, and that he/she, as _____,</p>	

Topic	Citation	Statute	Commentary
		<p style="text-align: right;">(Title of official)</p> <p>being authorized to do so, executed the foregoing on behalf of the corporation.</p> <p>Witness my hand and official seal, this the _____ day of _____, _____ (Month) (Year)</p> <p style="text-align: center;">_____ (Signature of officer taking acknowledgment)</p> <p>(Official seal, if officer taking acknowledgment has one) My commission expires _____ (Date of expiration of commission as notary public)</p> <p>(d) For purposes of this section:</p> <p>(1) The words "a corporation" following the blank for the name of the corporation may be omitted when the name of the corporation ends with the word "Corporation" or "Incorporated."</p> <p>(2) The words "My commission expires" and the date of expiration of the notary public's commission may be omitted except when a notary public is the officer taking the acknowledgment. The fact that these words and this date may be located in a position on the form different from the position indicated in this subsection does not by itself invalidate the form.</p> <p>(3) The phrase "and official seal" and the seal itself may be omitted when the officer taking the acknowledgment has no seal or when such officer is the clerk, assistant clerk, or deputy clerk of the superior court of the county in which the deed or other instrument acknowledged is to be registered.</p> <p>(4) The official of the corporation is the corporation's chairman, president, chief executive officer, a vice-president or an assistant vice-president, treasurer, or chief financial officer, or any other agent authorized by resolution pursuant to <a href="#">G.S. 47-18.3(e)</a>.</p> <p>(5) The attesting official of the corporation is the corporation's secretary or assistant secretary, trust officer, assistant trust officer, associate trust officer, or in the case of a bank, its secretary, assistant</p>	

Topic	Citation	Statute	Commentary
	N.C. Gen. Stat. § 47-18.3	<p>secretary, cashier or assistant cashier.</p> <p>(6) The phrase "sealed with its corporate seal" may be omitted if the seal of the corporation has not been affixed to the instrument being acknowledged.</p> <p>(e) The forms of probate set forth in this section may be modified and adopted for use in the probate of deeds and other conveyances and instruments executed by entities other than corporations, including general and limited partnerships, limited liability companies, trusts, and unincorporated associations. This subsection applies to notarial certificates and forms of probate made before, on, or after December 1, 2005.</p> <p>Execution of corporate instruments; authority and proof.</p> <p>(a) Notwithstanding anything to the contrary in the bylaws or articles of incorporation, when it appears on the face of an instrument registered in the office of the register of deeds that the instrument was signed in the ordinary course of business on behalf of a domestic or foreign corporation by its chairman, president, chief executive officer, a vice-president or an assistant vice-president, treasurer, or chief financial officer, such an instrument shall be as valid with respect to the rights of innocent third parties as if executed pursuant to authorization from the board of directors, unless the instrument reveals on its face a potential breach of fiduciary obligation. The subsection shall not apply to parties who had actual knowledge of lack of authority or of a breach of fiduciary obligation.</p> <p>(b) Any instrument registered in the office of the register of deeds, appearing on its face to be executed by a corporation, foreign or domestic, and bearing a seal which purports to be the corporate seal, setting forth the name of the corporation engraved, lithographed, printed, stamped, impressed upon, or otherwise affixed to the instrument, is prima facie evidence that the seal is the duly adopted corporate seal of the corporation, that it has been affixed as such by a person duly authorized so to do, that the instrument was duly executed and signed by persons who were officers or agents of</p>	

Topic	Citation	Statute	Commentary
	<p>N.C. Gen. Stat. § 39-6.5</p>	<p>the corporation acting by authority duly given by the board of directors, and that any such instrument is the act of the corporation, and shall be admissible in evidence without further proof of execution.</p> <p>(c) Nothing in this section shall be deemed to exclude the power of any corporate representatives to bind the corporation pursuant to express, implied, inherent or apparent authority, ratification, estoppel, or otherwise.</p> <p>(d) Nothing in this section shall relieve corporate officers from liability to the corporation or from any other liability that they may have incurred from any violation of their actual authority.</p> <p>(e) Any corporation may convey an interest in real property which is transferable by instrument which is duly executed by either an officer, manager, or agent of said corporation and has attached thereto a signed and attested resolution of the board of directors of said corporation authorizing the said officer, manager, or agent to execute, sign, seal, and attest deeds, conveyances, or other instruments. This section shall be deemed to have been complied with if an attested resolution is recorded separately in the office of the register of deeds in the county where the land lies, which said resolution shall be applicable to all deeds executed subsequently thereto and pursuant to its authority. Notwithstanding the foregoing, this section shall not require a signed and attested resolution of the board of directors of the corporation to be attached to an instrument or separately recorded in the case of an instrument duly executed by the corporation's chairman, president, chief executive officer, a vice-president, assistant vice-president, treasurer, or chief financial officer. All deeds, conveyances, or other instruments which have been heretofore or shall be hereafter so executed shall, if otherwise sufficient, be valid and shall have the effect to pass the title to the real or personal property described therein.</p> <p>Elimination of seal.</p> <p>The seal of the signatory shall not be necessary to effect a valid conveyance of an interest in real property; provided, that this section</p>	<p>Seals are no longer required on instruments executed to convey an interest in real estate.</p>

Topic	Citation	Statute	Commentary
	N.C. Gen. Stat. § 47-41.1	<p>shall not affect the requirement for affixing a seal of the officer taking an acknowledgment of the instrument.</p> <p>Corporate seal.</p> <p>All documents, including but not limited to deeds, deeds of trust, and mortgages, required or permitted by law to be executed by corporations, shall be legally valid and binding when a legible corporate stamp which is a facsimile of its seal is used in lieu of an imprinted or embossed corporate seal.</p>	
Fraudulent Conveyances	N.C. Gen. Stat. § 39-23.1 et seq.		North Carolina has adopted the Uniform Fraudulent Transfer Act..
Freedom of Information Act	N.C. Gen. Stat. § 132-1 et seq.	<p>§ 132-1. "Public records" defined</p> <p>(a) "Public record" or "public records" shall mean all documents, papers, letters, maps, books, photographs, films, sound recordings, magnetic or other tapes, electronic data-processing records, artifacts, or other documentary material, regardless of physical form or characteristics, made or received pursuant to law or ordinance in connection with the transaction of public business by any agency of North Carolina government or its subdivisions. Agency of North Carolina government or its subdivisions shall mean and include every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political subdivision of government.</p> <p>(b) The public records and public information compiled by the agencies of North Carolina government or its subdivisions are the property of the people. Therefore, it is the policy of this State that the people may obtain copies of their public records and public information free or at minimal cost unless otherwise specifically</p>	Other statutes not set out in full contain additional information and limitations on obtaining public records.

Topic	Citation	Statute	Commentary
		<p>provided by law. As used herein, "minimal cost" shall mean the actual cost of reproducing the public record or public information.</p> <p>§ 132-9. Access to records</p> <p>(a) Any person who is denied access to public records for purposes of inspection and examination, or who is denied copies of public records, may apply to the appropriate division of the General Court of Justice for an order compelling disclosure or copying, and the court shall have jurisdiction to issue such orders. Actions brought pursuant to this section shall be set down for immediate hearing, and subsequent proceedings in such actions shall be accorded priority by the trial and appellate courts.</p> <p>(b) In an action to compel disclosure of public records which have been withheld pursuant to the provisions of G.S. 132-6 concerning public records relating to the proposed expansion or location of particular businesses and industrial projects, the burden shall be on the custodian withholding the records to show that disclosure would frustrate the purpose of attracting that particular business or industrial project.</p> <p>(c) In any action brought pursuant to this section in which a party successfully compels the disclosure of public records, the court shall allow the prevailing party to recover its reasonable attorneys' fees if attributed to those public records, unless the court finds:</p> <p>(1) that the agency acted with substantial justification in denying</p>	

Topic	Citation	Statute	Commentary
		<p>access to the public records; or</p> <p>(2) that there are no special circumstances that would make the award of attorneys' fees unjust.</p> <p>Any attorneys' fees assessed against a public agency under this section shall be charged against the operating expenses of the agency; provided, however, that the court may order that all or any portion of any attorneys' fees so assessed be paid personally by any public employee or public official found by the court to have knowingly or intentionally committed, caused, permitted, suborned, or participated in a violation of this Article. No order against any public employee or public official shall issue in any case where the public employee or public official seeks the advice of an attorney and such advice is followed.</p> <p>(d) If the court determines that an action brought pursuant to this section was filed in bad faith or was frivolous, the court shall assess a reasonable attorney's fee against the person or persons instituting the action and award it to the public agency as part of the costs.</p>	
Government Leases		No applicable statute.	
Guaranty – general	N.C. Gen. Stat. § 26-7.	<p>§ 26-7. Surety, indorser, or guarantor may notify creditor to take action</p> <p>(a) After any note, bill, bond, or other obligation becomes due and payable, any surety, indorser, or guarantor thereof may give written notice to the holder or owner of the obligation requiring him to use all reasonable diligence to recover against the principal and to</p>	

Topic	Citation	Statute	Commentary
		<p>proceed to realize upon any securities which he holds for the obligation.</p> <p>(b) The surety, indorser or guarantor who gives notice to the holder or owner of the obligation as provided by subsection (a) shall forthwith give written notice to all co-sureties, co-indorsers and co-guarantors of the fact that such notice is being given to the holder or owner of the obligation, and such co-sureties, co-indorsers and co-guarantors shall have ten days after receipt of the notice in which themselves to give written notice to the holder or owner of the obligation and to their co-sureties, co-indorsers, and co-guarantors, that they join in or adopt the notice given pursuant to subsection (a). Failure of such surety, indorser or guarantor to give the required notice to co-sureties, co-indorsers or co-guarantors whose names and residences are known to him or can be obtained by due diligence bars such surety indorser or guarantor from any of the benefits of G.S. 26-9.</p> <p>(c) The holder or owner of the obligation shall on demand disclose to any surety, indorser, or guarantor of the obligation the names and addresses of all other sureties, indorsers and guarantors which appear on the obligation or of which he has knowledge.</p> <p>(d) Nothing herein contained shall apply to official bonds, or bonds given by any person acting in a fiduciary capacity.</p>	
Guaranty – statute of frauds	N.C. Gen. Stat. § 22-1	<p>Contracts charging representative personally; promise to answer for debt of another.</p> <p>No action shall be brought whereby to charge an executor, administrator or collector upon a special promise to answer damages out of his own estate or to charge any defendant upon a special promise to answer the debt, default or miscarriage of another person, unless the agreement upon which such action shall be brought, or some memorandum or note thereof, shall be in writing, and signed</p>	

Topic	Citation	Statute	Commentary
		by the party charged therewith or some other person thereunto by him lawfully authorized.	
Guardians or Conservators	N.C. Gen. Stat. § 1-502	<p>§ 1-502. In what cases appointed</p> <p>A receiver may be appointed--</p> <p>(1) Before judgment, on the application of either party, when he establishes an apparent right to property which is the subject of the action and in the possession of an adverse party, and the property or its rents and profits are in danger of being lost, or materially injured or impaired; except in cases where judgment upon failure to answer may be had on application to the court.</p> <p>(2) After judgment, to carry the judgment into effect.</p> <p>(3) After judgment, to dispose of the property according to the judgment, or to preserve it during the pendency of an appeal, or when an execution has been returned unsatisfied, and the judgment debtor refuses to apply his property in satisfaction of the judgment.</p> <p>(4) In cases provided in G.S. 1-507.1 and in like cases, of the property within this State of foreign corporations.</p> <p>(5) In cases wherein restitution is sought for violations of G.S. 75-1.1.</p> <p>(6) In cases involving partition of real property, pursuant to G.S. 46-3.1.</p> <p>The provisions of G.S. 1-507.1 through 1-507.11 are applicable, as near as may be, to receivers appointed hereunder.</p>	Governs the appointment of receivers to preserve rents and profits.

Topic	Citation	Statute	Commentary
Holding Over	N.C. Gen. Stat. § 42-26	<p>§ 42-26. Tenant holding over may be dispossessed in certain cases</p> <p>(a) Any tenant or lessee of any house or land, and the assigns under the tenant or legal representatives of such tenant or lessee, who holds over and continues in the possession of the demised premises, or any part thereof, without the permission of the landlord, and after demand made for its surrender, may be removed from such premises in the manner hereinafter prescribed in any of the following cases:</p> <p>(1) When a tenant in possession of real estate holds over after his term has expired.</p> <p>(2) When the tenant or lessee, or other person under him, has done or omitted any act by which, according to the stipulations of the lease, his estate has ceased.</p> <p>(3) When any tenant or lessee of lands or tenements, who is in arrear for rent or has agreed to cultivate the demised premises and to pay a part of the crop to be made thereon as rent, or who has given to the lessor a lien on such crop as a security for the rent, deserts the demised premises, and leaves them unoccupied and uncultivated.</p> <p>(b) An arrearage in additional rent owed by a tenant for water or sewer services pursuant to G.S. 62-110(g) shall not be used as a basis for termination of a lease. Any payment to the landlord shall</p>	Governs ejectment of hold-over tenants.

Topic	Citation	Statute	Commentary
		be applied first to the rent owed and then to charges for water or sewer service unless otherwise designated by the tenant.	
Immune Parties		No applicable statute.	
Indemnification		No applicable statute.	See "Guaranty"
Insurance		No applicable statute.	
Insurance – notice of changes in premium or coverage	N.C. Gen. Stat. § 58-41-20	<p>Notice of nonrenewal, premium rate increase, or change in coverage required.</p> <p>(a) No insurer may refuse to renew an insurance policy except in accordance with the provisions of this section, and any nonrenewal attempted or made that is not in compliance with this section is not effective. This section does not apply if the policyholder has insured elsewhere, has accepted replacement coverage, or has requested or agreed to nonrenewal.</p> <p>(b) An insurer may refuse to renew a policy that has been written for a term of one year or less at the policy's expiration date by giving or mailing written notice of nonrenewal to the insured not less than 45 days prior to the expiration date of the policy.</p> <p>(c) An insurer may refuse to renew a policy that has been written for a term of more than one year or for an indefinite term at the policy anniversary date by giving or mailing written notice of nonrenewal to the insured not less than 45 days prior to the anniversary date of the policy.</p> <p>(d) Except as provided in G.S. 58-41-25, whenever an insurer lowers coverage limits or raises deductibles or premium rates other</p>	

Topic	Citation	Statute	Commentary
		<p>than at the request of the policyholder, the insurer shall give the policyholder written notice of such change at least 30 days in advance of the effective date of the change.</p> <p>(e) The notice required by this section must be given or mailed to the insured and any designated mortgagee or loss payee at their addresses shown in the policy or, if not indicated in the policy, at their last known addresses. Proof of mailing is sufficient proof of notice. The notice of nonrenewal must state the precise reason for nonrenewal. Failure to send this notice to any designated mortgagee or loss payee invalidates the nonrenewal only as to the mortgagee's or loss payee's interest.</p> <p>(f) Copies of the notice required by this section shall also be sent the agent or broker of record; however, failure to send copies of the notice to such persons shall not invalidate the nonrenewal.</p>	
	<p>N.C. Gen. Stat. § 58-41-15</p>	<p>Certain policy cancellations prohibited.</p> <p>(a) No insurance policy or renewal thereof may be cancelled by the insurer prior to the expiration of the term or anniversary date stated in the policy and without the prior written consent of the insured, except for any one of the following reasons:</p> <p>(1) Nonpayment of premium in accordance with the policy terms;</p> <p>(2) An act or omission by the insured or his representative that constitutes material misrepresentation or nondisclosure of a material fact in obtaining the policy, continuing the policy, or presenting a claim under the policy;</p> <p>(3) Increased hazard or material change in the risk assumed that could not have been reasonably contemplated by the parties at the time of assumption of the risk;</p> <p>(4) Substantial breach of contractual duties, conditions, or warranties that materially affects the insurability of the risk;</p>	

Topic	Citation	Statute	Commentary
		<p>(5) A fraudulent act against the company by the insured or his representative that materially affects the insurability of the risk;</p> <p>(6) Willful failure by the insured or his representative to institute reasonable loss control measures that materially affect the insurability of the risk after written notice by the insurer;</p> <p>(7) Loss of facultative reinsurance, or loss of or substantial changes in applicable reinsurance as provided in G.S. 58-41-30;</p> <p>(8) Conviction of the insured of a crime arising out of acts that materially affect the insurability of the risk; or</p> <p>(9) A determination by the Commissioner that the continuation of the policy would place the insurer in violation of the laws of this State;</p> <p>(10) The named insured fails to meet the requirements contained in the corporate charter, articles of incorporation, or bylaws of the insurer, when the insurer is a company organized for the sole purpose of providing members of an organization with insurance coverage in this State.</p> <p>(b) Any cancellation permitted by subsection (a) of this section is not effective unless written notice of cancellation has been delivered or mailed to the insured, not less than 15 days before the proposed effective date of cancellation. The notice must be given or mailed to the insured, and any designated mortgagee or loss payee at their addresses shown in the policy or, if not indicated in the policy, at their last known addresses. The notice must state the precise reason for cancellation. Proof of mailing is sufficient proof of notice. Failure to send this notice to any designated mortgagee or loss Payee invalidates the cancellation only as to the mortgagee's or Loss payee's interest.</p> <p>(c) This section does not apply to any insurance policy that has been in effect for less than 60 days and is not a renewal of a policy. That policy may be cancelled for any reason by furnishing to the</p>	

Topic	Citation	Statute	Commentary
		<p>insured at least 15 days prior written notice of and reasons for cancellation.</p> <p>(d) Cancellation for nonpayment of premium is not effective if the amount due is paid before the effective date set forth in the notice of cancellation.</p> <p>(e) Copies of the notice required by this section shall also be sent to the agent or broker of record; however, failure to send copies of the notice to such persons shall not invalidate the cancellation.</p>	
Interest	N.C. Gen. Stat. § 24-1.1	<p>Contract rates and fees.</p> <p>(a) Except as otherwise provided in this Chapter or other applicable law, the parties to a loan, purchase money loan, advance, commitment for a loan or forbearance other than a credit card, open-end, or similar loan may contract in writing for the payment of interest not in excess of:</p> <p>(1) Where the principal amount is twenty-five thousand dollars (\$25,000) or less, the rate set under subsection (c) of this section; or</p> <p>(2) Any rate agreed upon by the parties where the principal amount is more than twenty-five thousand dollars (\$25,000).</p> <p>(b) As used in this section, interest shall not be deemed in excess of the rates provided where interest is computed monthly on the outstanding principal balance and is collected not more than 31 days in advance of its due date. Nothing in this section shall be construed to authorize the charging of interest on committed funds prior to the disbursement of said funds.</p> <p>(c) On the fifteenth day of each month, the Commissioner of Banks shall announce and publish the maximum rate of interest permitted by subdivision (1) of subsection (a) of this section on that date. Such rate shall be the latest published noncompetitive rate for U.S. Treasury bills with a six-month maturity as of the fifteenth day of the month plus six percent (6%), rounded upward or downward,</p>	<p>Statutory restrictions on usurious late charges are found in N.C. Gen. Stat. § 24-10.1 However, that section does not apply to transactions involving leases. <i>See Beau Rivage Plantation, Inc. v. Melex USA, Inc.</i>, 463 S.E.2d 152 (N.C. App. 1993)</p>

Topic	Citation	Statute	Commentary
	N.C. Gen. Stat. § 24-9	<p>as the case may be, to the nearest one-half of one percent (1/2 of 1%) or sixteen percent (16%), whichever is greater. If there is no nearest one-half of one percent (1/2 of 1%), the Commissioner shall round downward to the lower one-half of one percent (1/2 of 1%). The rate so announced shall be the maximum rate permitted for the term of loans made under this section during the following calendar month when the parties to such loans have agreed that the rate of interest to be charged by the lender and paid by the borrower shall not vary or be adjusted during the term of the loan. The parties to a loan made under this section may agree to a rate of interest which shall vary or be adjusted during the term of the loan in which case the maximum rate of interest permitted on such loans during a month during the term of the loan shall be the greater of the rate announced by the Commissioner in (i) the preceding calendar month or (ii) the calendar month preceding that in which the rate is varied or adjusted.</p> <p>(d) Any bank or savings institution organized under the law of North Carolina or of the United States may charge a party to a loan or extension of credit governed by this section a fee for the modification, renewal, extension, or amendment of any terms of the loan or extension of credit, such fee not to exceed the greater of one-quarter of one percent (1/4 of 1%) of the balance outstanding at the time of the modification, renewal, extension, or amendment of terms, or fifty dollars (\$50.00).</p> <p>(e) Any bank or savings institution organized under the law of North Carolina or of the United States may charge a party to a loan or extension of credit not secured by real property governed by this section an origination fee not to exceed the greater of one-quarter of one percent (1/4 of 1%) of the outstanding balance or fifty dollars (\$50.00).</p> <p>(f) This section shall not be construed to limit fees on loans or extensions of credit in excess of three hundred thousand dollars (\$300,000).</p> <p>Loans to certain entities organized for profit not subject to claim or defense of usury.</p>	Loans to for profit entities (foreign or domestic corporations, limited liability companies or partnership) not subject to claim

Topic	Citation	Statute	Commentary
		Notwithstanding any other provision of this Chapter or any other provision of law, any foreign or domestic corporation, limited liability company, or partnership substantially engaged in commercial pursuits for pecuniary gain may agree to pay, and any lender or other person may charge and collect from the entity, interest, fees, and other charges at any rate which the entity may agree or be required to pay and as to any such transaction the claim or defense of usury by the entity and its successors or anyone else in its behalf is prohibited.	or defense of usury.
Landlord's Default		No applicable statute.	.
Landlord's Lien	N.C. Gen. Stat. § 44A-2	<p>Persons entitled to lien on personal property.</p> <p>(a) Any person who tows, alters, repairs, stores, services, treats, or improves personal property other than a motor vehicle or an aircraft in the ordinary course of his business pursuant to an express or implied contract with an owner or legal possessor of the personal property has a lien upon the property. The amount of the lien shall be the lesser of</p> <ol style="list-style-type: none"> <li>1) The reasonable charges for the services and materials; or</li> <li>2) The contract price; or</li> <li>3) One hundred dollars (\$100.00) if the lienor has dealt with a legal possessor who is not an owner.</li> </ol> <p>This lien shall have priority over perfected and unperfected security interests.</p> <p>(b) Any person engaged in the business of operating a hotel, motel, or boardinghouse has a lien upon all baggage, vehicles and other personal property brought upon his premises by a guest or boarder who is an owner thereof to the extent of reasonable charges for the room, accommodations and other items or services furnished at the request of the guest or boarder. This lien shall not have priority over any security interest in the property which is perfected at the time the guest or boarder brings the property to said hotel, motel or</p>	The lien is only for the damages listed. In addition, enforcement of the lien by sale requires strict compliance with provisions found in G.S. § 44-A4(e). Failure to comply with those provisions may result in liability for the landlord.

Topic	Citation	Statute	Commentary
		<p>boardinghouse.</p> <p>(c) Any person engaged in the business of boarding animals has a lien on the animals boarded for reasonable charges for such boarding which are contracted for with an owner or legal possessor of the animal. This lien shall have priority over perfected and unperfected security interests.</p> <p>(d) Any person who repairs, services, tows, or stores motor vehicles in the ordinary course of the person's business pursuant to an express or implied contract with an owner or legal possessor of the motor vehicle, except for a motor vehicle seized pursuant to G.S. 20-28.3, has a lien upon the motor vehicle for reasonable charges for such repairs, servicing, towing, storing, or for the rental of one or more substitute vehicles provided during the repair, servicing, or storage. This lien shall have priority over perfected and unperfected security interests. Payment for towing and storing a motor vehicle seized pursuant to G.S. 20-28.3 shall be as provided for in G.S. 20-28.2 through G.S. 20-28.5.</p> <p>(e) Any lessor of nonresidential demised premises has a lien on all furniture, furnishings, trade fixtures, equipment and other personal property to which the tenant has legal title and which remains on the demised premises if (i) the tenant has vacated the premises for 21 or more days after the paid rental period has expired, and (ii) the lessor has a lawful claim for damages against the tenant. If the tenant has vacated the premises for 21 or more days after the expiration of the paid rental period, or if the lessor has received a judgment for possession of the premises which is executable and the tenant has vacated the premises, then all property remaining on the premises may be removed and placed in storage. If the total value of all property remaining on the premises is less than one hundred dollars (\$100.00), then it shall be deemed abandoned five days after the tenant has vacated the premises, and the lessor may remove it and may donate it to any charitable institution or organization. Provided, the lessor shall not have a lien if there is an agreement between the</p>	

Topic	Citation	Statute	Commentary
		<p>lessor or his agent and the tenant that the lessor shall not have a lien. This lien shall be for the amount of any rents which were due the lessor at the time the tenant vacated the premises and for the time, up to 60 days, from the vacating of the premises to the date of sale; and for any sums necessary to repair damages to the premises caused by the tenant, normal wear and tear excepted; and for reasonable costs and expenses of sale. The lien created by this subsection shall be enforced by sale at public sale pursuant to the provisions of G.S. 44A-4(e). This lien shall not have priority over any security interest in the property which is perfected at the time the lessor acquires this lien.</p> <p>(e1) This Article shall not apply to liens created by storage of personal property at a self-service storage facility.</p> <p>(e2) Any lessor of a space for a manufactured home as defined in G.S. 143-143.9(6) has a lien on all furniture, furnishings, and other personal property including the manufactured home titled in the name of the tenant if (i) the manufactured home remains on the demised premises 21 days after the lessor is placed in lawful possession by writ of possession and (ii) the lessor has a lawful claim for damages against the tenant. If the lessor has received a judgment for possession of the premises which has been executed, then all property remaining on the premises may be removed and placed in storage. Prior to the expiration of the 21-day period, the landlord shall release possession of the personal property and manufactured home to the tenant during regular business hours or at a time mutually agreed upon. This lien shall be for the amount of any rents which were due the lessor at the time the tenant vacated the premises and for the time, up to 60 days, from the vacating of the premises to the date of sale; and for any sums necessary to repair damages to the premises caused by the tenant, normal wear and tear excepted; and for reasonable costs and expenses of the sale. The lien created by this subsection shall be enforced by public sale under G.S. 44A-4(e). The landlord may begin the advertisement for sale process immediately upon execution of the writ of possession by the sheriff, but may not conduct the sale until the lien has attached. This</p>	

Topic	Citation	Statute	Commentary
		<p>lien shall not have any priority over any security interest in the property that is perfected at the time the lessor acquires this lien. The lessor shall not have a lien under this subsection if there is an agreement between the lessor or the lessor's agent and the tenant that the lessor shall not have a lien.</p> <p>(f) Any person who improves any textile goods in the ordinary course of his business pursuant to an express or implied contract with the owner or legal possessor of such goods shall have a lien upon all goods of such owner or possessor in his possession for improvement. The amount of such lien shall be for the entire unpaid contracted charges owed such person for improvement of said goods including any amount owed for improvement of goods, the possession of which may have been relinquished, and such lien shall have priority over perfected and unperfected security interests. "Goods" as used herein includes any textile goods, yarns or products of natural or man-made fibers or combination thereof. "Improve" as used herein shall be construed to include processing, fabricating or treating by throwing, spinning, knitting, dyeing, finishing, fabricating or otherwise.</p> <p>(g) Any person who fabricates, casts, or otherwise makes a mold or who uses a mold to manufacture, assemble, or otherwise make a product pursuant to an express or implied contract with the owner of such mold shall have a lien upon the mold. For a lien to arise under this subsection, there must exist written evidence that the parties understood that a lien could be applied against the mold, with the evidence being in the form either of a written contract or a separate written statement provided by the potential holder of the lien under this subsection to the owner of the mold prior to the fabrication or use of the mold. The written contract or separate written statement must describe generally the amount of the potential lien as set forth in this subsection. The amount of the lien under this subsection shall equal the total of (i) any unpaid contracted charges due from the owner of the mold for making the mold, plus (ii) any unpaid contracted charges for all products made with the mold. The lien under this subsection shall not have priority over any security</p>	

Topic	Citation	Statute	Commentary
	N.C. Gen. Stat. § 42-15	<p>interest in the mold which is perfected at the time the person acquires this lien. As used in this subsection, the word "mold" shall include a mold, die, form, or pattern.</p> <p>Landlord's lien on crops for rents, advances, etc.; enforcement.</p> <p>When lands are rented or leased by agreement, written or oral, for agricultural purposes, or are cultivated by a cropper, unless otherwise agreed between the parties to the lease or agreement, any and all crops raised on said lands shall be deemed and held to be vested in possession of the lessor or his assigns at all times, until the rents for said lands are paid and until all the stipulations contained in the lease or agreement are performed, or damages in lieu thereof paid to the lessor or his assigns, and until said party or his assigns is paid for all advancements made and expenses incurred in making and saving said crops.</p> <p>This lien shall be preferred to all other liens, and the lessor or his assigns is entitled, against the lessee or cropper, or the assigns of either, who removes the crop or any part thereof from the lands without the consent of the lessor or his assigns, or against any other person who may get possession of said crop or any part thereof, to the remedies given in an action upon a claim for the delivery of personal property.</p> <p>Provided, that when advances have been made by the federal government or any of its agencies, to any tenant or tenants on lands under the control of any guardian, executor and/or administrator for the purpose of enabling said tenant or tenants to plant, cultivate and harvest crops grown on said land, the said guardian, executor, and/or administrator may waive the above lien in favor of the federal government, or any of its agencies, making said advances.</p>	
Landlord's Remedies	N.C. Gen. Stat. §§ 6-21.2, 42-14, 42-26 et seq., and 44A-2	<p>§ 6-21.2. Attorneys' fees in notes, etc., in addition to interest</p> <p>Obligations to pay attorneys' fees upon any note, conditional sale</p>	These statutes govern attorneys' fees, notice to quit, summary ejectment proceeds, and landlord's lien, respectively. A landlord who pursues a summary ejectment before a magistrate judge must be careful to reserve its

Topic	Citation	Statute	Commentary
		<p>contract or other evidence of indebtedness, in addition to the legal rate of interest or finance charges specified therein, shall be valid and enforceable, and collectible as part of such debt, if such note, contract or other evidence of indebtedness be collected by or through an attorney at law after maturity, subject to the following provisions:</p> <p>(1) If such note, conditional sale contract or other evidence of indebtedness provides for attorneys' fees in some specific percentage of the "outstanding balance" as herein defined, such provision and obligation shall be valid and enforceable up to but not in excess of fifteen percent (15%) of said "outstanding balance" owing on said note, contract or other evidence of indebtedness.</p> <p>(2) If such note, conditional sale contract or other evidence of indebtedness provides for the payment of reasonable attorneys' fees by the debtor, without specifying any specific percentage, such provision shall be construed to mean fifteen percent (15%) of the "outstanding balance" owing on said note, contract or other evidence of indebtedness.</p> <p>(3) As to notes and other writing(s) evidencing an indebtedness arising out of a loan of money to the debtor, the "outstanding balance" shall mean the principal and interest owing at the time suit is instituted to enforce any security agreement securing payment of the debt and/or to collect said debt.</p> <p>(4) As to conditional sale contracts and other such security agreements which evidence both a monetary obligation and a security interest in or a lease of specific goods, the "outstanding balance" shall mean the "time price balance" owing as of the time suit is instituted by the secured party to enforce the said security agreement and/or to collect said debt.</p> <p>(5) The holder of an unsecured note or other writing(s) evidencing an unsecured debt, and/or the holder of a note and chattel mortgage or other security agreement and/or the holder of a conditional sale contract or any other such security agreement which evidences both</p>	<p>rights to seek damages in a separate Superior Court action, or be limited to recovering the amount available in actions before the magistrate, currently \$4,000.</p>

Topic	Citation	Statute	Commentary
		<p>a monetary obligation and a security interest in or a lease of specific goods, or his attorney at law, shall, after maturity of the obligation by default or otherwise, notify the maker, debtor, account debtor, endorser or party sought to be held on said obligation that the provisions relative to payment of attorneys' fees in addition to the "outstanding balance" shall be enforced and that such maker, debtor, account debtor, endorser or party sought to be held on said obligation has five days from the mailing of such notice to pay the "outstanding balance" without the attorneys' fees. If such party shall pay the "outstanding balance" in full before the expiration of such time, then the obligation to pay the attorneys' fees shall be void, and no court shall enforce such provisions.</p> <p>Notwithstanding the foregoing, however, if debtor has defaulted or violated the terms of the security agreement and has refused, on demand, to surrender possession of the collateral to the secured party as authorized by G.S. 25-9-609, with the result that said secured party is required to institute an ancillary claim and delivery proceeding to secure possession of said collateral; no such written notice shall be required before enforcement of the provisions relative to payment of attorneys' fees in addition to the "outstanding balance."</p> <p>§ 42-14. Notice to quit in certain tenancies</p> <p>A tenancy from year to year may be terminated by a notice to quit given one month or more before the end of the current year of the tenancy; a tenancy from month to month by a like notice of seven days; a tenancy from week to week, of two days. Provided, however, where the tenancy involves only the rental of a space for a manufactured home as defined in G.S. 143-143.9(6), a notice to quit must be given at least 60 days before the end of the current rental period, regardless of the term of the tenancy.</p>	

Topic	Citation	Statute	Commentary
		<p>§ 42-26 et seq. govern summary ejectment actions</p> <p>§ 44A-2. Persons entitled to lien on personal property</p> <p>(a) Any person who tows, alters, repairs, stores, services, treats, or improves personal property other than a motor vehicle or an aircraft in the ordinary course of his business pursuant to an express or implied contract with an owner or legal possessor of the personal property has a lien upon the property. The amount of the lien shall be the lesser of</p> <ol style="list-style-type: none"> <li>1) The reasonable charges for the services and materials; or</li> <li>2) The contract price; or</li> <li>3) One hundred dollars (\$100.00) if the lienor has dealt with a legal possessor who is not an owner.</li> </ol> <p>This lien shall have priority over perfected and unperfected security interests.</p> <p>(b) Any person engaged in the business of operating a hotel, motel, or boardinghouse has a lien upon all baggage, vehicles and other personal property brought upon his premises by a guest or boarder who is an owner thereof to the extent of reasonable charges for the room, accommodations and other items or services furnished at the request of the guest or boarder. This lien shall not have priority over any security interest in the property which is perfected at the time the guest or boarder brings the property to said hotel, motel or boardinghouse.</p> <p>(c) Any person engaged in the business of boarding animals has a lien on the animals boarded for reasonable charges for such boarding which are contracted for with an owner or legal possessor of the animal. This lien shall have priority over perfected and unperfected security interests.</p>	

Topic	Citation	Statute	Commentary
		<p>(d) Any person who repairs, services, tows, or stores motor vehicles in the ordinary course of the person's business pursuant to an express or implied contract with an owner or legal possessor of the motor vehicle, except for a motor vehicle seized pursuant to G.S. 20-28.3, has a lien upon the motor vehicle for reasonable charges for such repairs, servicing, towing, storing, or for the rental of one or more substitute vehicles provided during the repair, servicing, or storage. This lien shall have priority over perfected and unperfected security interests. Payment for towing and storing a motor vehicle seized pursuant to G.S. 20-28.3 shall be as provided for in G.S. 20-28.2 through G.S. 20-28.5.</p> <p>(e) Any lessor of nonresidential demised premises has a lien on all furniture, furnishings, trade fixtures, equipment and other personal property to which the tenant has legal title and which remains on the demised premises if (i) the tenant has vacated the premises for 21 or more days after the paid rental period has expired, and (ii) the lessor has a lawful claim for damages against the tenant. If the tenant has vacated the premises for 21 or more days after the expiration of the paid rental period, or if the lessor has received a judgment for possession of the premises which is executable and the tenant has vacated the premises, then all property remaining on the premises may be removed and placed in storage. If the total value of all property remaining on the premises is less than one hundred dollars (\$100.00), then it shall be deemed abandoned five days after the tenant has vacated the premises, and the lessor may remove it and may donate it to any charitable institution or organization. Provided, the lessor shall not have a lien if there is an agreement between the lessor or his agent and the tenant that the lessor shall not have a lien. This lien shall be for the amount of any rents which were due the lessor at the time the tenant vacated the premises and for the time, up to 60 days, from the vacating of the premises to the date of sale; and for any sums necessary to repair damages to the premises caused by the tenant, normal wear and tear excepted; and for reasonable costs and expenses of sale. The lien created by this subsection shall be enforced by sale at public sale pursuant to the provisions of G.S.</p>	

Topic	Citation	Statute	Commentary
		<p>44A-4(e). This lien shall not have priority over any security interest in the property which is perfected at the time the lessor acquires this lien.</p> <p>(e1) This Article shall not apply to liens created by storage of personal property at a self-service storage facility.</p> <p>(e2) Any lessor of a space for a manufactured home as defined in G.S. 143-143.9(6) has a lien on all furniture, furnishings, and other personal property including the manufactured home titled in the name of the tenant if (i) the manufactured home remains on the demised premises 21 days after the lessor is placed in lawful possession by writ of possession and (ii) the lessor has a lawful claim for damages against the tenant. If the lessor has received a judgment for possession of the premises which has been executed, then all property remaining on the premises may be removed and placed in storage. Prior to the expiration of the 21-day period, the landlord shall release possession of the personal property and manufactured home to the tenant during regular business hours or at a time mutually agreed upon. This lien shall be for the amount of any rents which were due the lessor at the time the tenant vacated the premises and for the time, up to 60 days, from the vacating of the premises to the date of sale; and for any sums necessary to repair damages to the premises caused by the tenant, normal wear and tear excepted; and for reasonable costs and expenses of the sale. The lien created by this subsection shall be enforced by public sale under G.S. 44A-4(e). The landlord may begin the advertisement for sale process immediately upon execution of the writ of possession by the sheriff, but may not conduct the sale until the lien has attached. This lien shall not have any priority over any security interest in the property that is perfected at the time the lessor acquires this lien. The lessor shall not have a lien under this subsection if there is an agreement between the lessor or the lessor's agent and the tenant that the lessor shall not have a lien.</p> <p>(f) Any person who improves any textile goods in the ordinary</p>	

Topic	Citation	Statute	Commentary
		<p>course of his business pursuant to an express or implied contract with the owner or legal possessor of such goods shall have a lien upon all goods of such owner or possessor in his possession for improvement. The amount of such lien shall be for the entire unpaid contracted charges owed such person for improvement of said goods including any amount owed for improvement of goods, the possession of which may have been relinquished, and such lien shall have priority over perfected and unperfected security interests. "Goods" as used herein includes any textile goods, yarns or products of natural or man-made fibers or combination thereof. "Improve" as used herein shall be construed to include processing, fabricating or treating by throwing, spinning, knitting, dyeing, finishing, fabricating or otherwise.</p> <p>(g) Any person who fabricates, casts, or otherwise makes a mold or who uses a mold to manufacture, assemble, or otherwise make a product pursuant to an express or implied contract with the owner of such mold shall have a lien upon the mold. For a lien to arise under this subsection, there must exist written evidence that the parties understood that a lien could be applied against the mold, with the evidence being in the form either of a written contract or a separate written statement provided by the potential holder of the lien under this subsection to the owner of the mold prior to the fabrication or use of the mold. The written contract or separate written statement must describe generally the amount of the potential lien as set forth in this subsection. The amount of the lien under this subsection shall equal the total of (i) any unpaid contracted charges due from the owner of the mold for making the mold, plus (ii) any unpaid contracted charges for all products made with the mold. The lien under this subsection shall not have priority over any security interest in the mold which is perfected at the time the person acquires this lien. As used in this subsection, the word "mold" shall include a mold, die, form, or pattern.</p>	
Landlord's Rights		No applicable statute.	See "Landlord's Remedies"

Topic	Citation	Statute	Commentary
Landlord's Title	N.C. Gen. Stat. § 1-43	<p>§ 1-43. Tenant's possession is landlord's</p> <p>When the relation of landlord and tenant has existed, the possession of the tenant is deemed the possession of the landlord, until the expiration of twenty years from the termination of the tenancy; or where there has been no written lease, until the expiration of twenty years from the time of the last payment of rent, notwithstanding that the tenant may have acquired another title, or may have claimed to hold adversely to his landlord. But such presumptions shall not be made after the periods herein limited.</p>	
Landmarks		No applicable statute.	
Landowner's Duties – maintenance of property		No applicable statute.	<p>Statutory provisions govern residential and vacation housing maintenance obligations. See <u>K&amp;S Enterp. v. Kennedy Office Supply Co.</u>, 135 N.C. App. 260, 520 S.E.2d 122 (1999) in which the commercial lease in North Carolina does not include an implied warranty of habitability.</p>
Leasehold Mortgages	N.C. Gen. Stat. § 45-21.1	<p>§ 45-21.1. Definitions; construction</p> <p>(a) The following definitions apply in this Article:</p> <p>(1) "Resale" means a resale of real property or a resale of any leasehold interest created by a lease of real property held pursuant to</p>	<p>A leasehold interest is included as "Property" in statutes governing foreclosure under power of sale.</p>

Topic	Citation	Statute	Commentary
		<p>G.S. 45-21.30.</p> <p>(2) "Sale" means a sale of real property or a sale of any leasehold interest created by a lease of real property pursuant to (i) an express power of sale contained in a mortgage, deed of trust, leasehold mortgage, or leasehold deed of trust or (ii) a "power of sale", under this Article, authorized by other statutory provisions.</p> <p>(b) The following constructions apply in this Article:</p> <p>(1) The terms "mortgage" or "deed of trust" include leasehold mortgages or leasehold deeds of trust.</p> <p>(2) The terms "mortgagee" or "trustee" include any person or entity exercising a power of sale pursuant to this Article.</p> <p>(3) The terms "real property" or "property" include any leasehold interest created by a lease of real property.</p>	
Leases – nature and requirements	N.C. Gen. Stat. §§ 22-2.	<p>§ 22-2. Contract for sale of land; leases</p> <p>All contracts to sell or convey any lands, tenements or hereditaments, or any interest in or concerning them, and all leases and contracts for leasing land for the purpose of digging for gold or other minerals, or for mining generally, of whatever duration; and all other leases and contracts for leasing lands exceeding in duration three years from the making thereof, shall be void unless said contract, or some memorandum or note thereof, be put in writing and</p>	<p>The referenced statutes are North Carolina's statute of frauds and registration statutes, respectively. For a discussion of elements of leases, see <u>Stalling v. Purvis</u>, 42 N.C. App 690, 257 S.E.2d 664 (1979).</p>

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	N.C. Gen. Stat §47-18	<p>signed by the party to be charged therewith, or by some other person by him thereto lawfully authorized.</p> <p>§ 47-18. Conveyances, contracts to convey, options and leases of land</p> <p>(a) No (i) conveyance of land, or (ii) contract to convey, or (iii) option to convey, or (iv) lease of land for more than three years shall be valid to pass any property interest as against lien creditors or purchasers for a valuable consideration from the donor, bargainor or lessor but from the time of registration thereof in the county where the land lies, or if the land is located in more than one county, then in each county where any portion of the land lies to be effective as to the land in that county. Unless otherwise stated either on the registered instrument or on a separate registered instrument duly executed by the party whose priority interest is adversely affected, (i) instruments registered in the office of the register of deeds shall have priority based on the order of registration as determined by the time of registration, and (ii) if instruments are registered simultaneously, then the instruments shall be presumed to have priority as determined by:</p> <p>(1) The earliest document number set forth in the registered instrument.</p> <p>(2) The sequential book and page number set forth on the registered instrument if no document number is set forth on the registered instrument.</p> <p>The presumption created by this subsection is rebuttable.</p> <p>(b) This section shall not apply to contracts, leases or deeds executed prior to March 1, 1885, until January 1, 1886; and no purchase from any such donor, bargainor or lessor shall avail or pass title as against any unregistered deed executed prior to December 1,</p>	

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		<p>1885, when the person holding or claiming under such unregistered deed shall be in actual possession and enjoyment of such land, either in person or by his tenant, at the time of the execution of such second deed, or when the person claiming under or taking such second deed had at the time of taking or purchasing under such deed actual or constructive notice of such unregistered deed, or the claim of the person holding or claiming thereunder.</p>	
Maintenance of Property		<p>§ 42A-31</p> <p>A landlord of a residential property used for a vacation rental shall:</p> <ol style="list-style-type: none"> <li>1) Comply with all current applicable building and housing codes.</li> <li>2) Make all repairs and do whatever is reasonably necessary to put and keep the property in a fit and habitable condition.</li> <li>3) Keep all common areas of the property in safe condition.</li> <li>4) Maintain in good and safe working order and reasonably and promptly repair all electrical, plumbing, sanitary, heating, ventilating, and other facilities and major appliances supplied by him or her upon written notification from the tenant that repairs are needed.</li> <li>5) Provide operable smoke detectors. The landlord shall replace or repair the smoke detectors if the landlord is notified by the tenant in writing that replacement or repair is needed. The landlord shall annually place new batteries in a battery-operated smoke detector, and the tenant shall replace the batteries as needed during the tenancy. Failure of the tenant to replace the batteries as needed shall not be considered negligence on the part of the tenant or landlord.</li> </ol> <p>These duties shall not be waived; however, the landlord and tenant may make additional covenants not inconsistent herewith in the vacation rental agreement.</p> <p>§42A-32</p> <p>The tenant of a residential property used for a vacation rental shall:</p>	

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		<p>1) Keep that part of the property which he or she occupies and uses as clean and safe as the conditions of the property permit and cause no unsafe or unsanitary conditions in the common areas and remainder of the property that he or she uses.</p> <p>2) Dispose of all ashes, rubbish, garbage, and other waste in a clean and safe manner.</p> <p>3) Keep all plumbing fixtures in the property or used by the tenant as clean as their condition permits.</p> <p>4) Not deliberately or negligently destroy, deface, damage, or remove any part of the property or render inoperable the smoke detector provided by the landlord or knowingly permit any person to do so.</p> <p>5) Comply with all obligations imposed upon the tenant by current applicable building and housing codes.</p> <p>6) Be responsible for all damage, defacement, or removal of any property inside the property that is in his or her exclusive control unless the damage, defacement, or removal was due to ordinary wear and tear, acts of the landlord or his or her agent, defective products supplied or repairs authorized by the landlord, acts of third parties not invitees of the tenant, or natural forces.</p> <p>7) Notify the landlord of the need for replacement of or repairs to a smoke detector. The landlord shall annually place new batteries in a battery-operated smoke detector, and the tenant shall replace the batteries as needed during the tenancy. Failure of the tenant to replace the batteries as needed shall not be considered negligence on the part of the tenant or the landlord.</p> <p>These duties shall not be waived; however, the landlord and tenant may make additional covenants not inconsistent herewith in the vacation rental agreement.</p>	
Mechanic's Lien	N.C. Gen. Stat. § 44A-7	<p>Definitions.</p> <p>Unless the context otherwise requires in this Article:</p> <p>(1) "Improve" means to build, effect, alter, repair, or demolish any improvement upon, connected with, or on or beneath the surface</p>	Liens of mechanics, laborers and materialmen dealing with non-owner is effected through subrogation. N.C. Gen. Stat. § 44A-17.

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	N.C. Gen. Stat. § 44A-8	<p>of any real property, or to excavate, clear, grade, fill or landscape any real property, or to construct driveways and private roadways, or to furnish materials, including trees and shrubbery, for any of such purposes, or to perform any labor upon such improvements, and shall also mean and include any design or other professional or skilled services furnished by architects, engineers, land surveyors and landscape architects registered under Chapter 83A, 89A or 89C of the General Statutes, and rental of equipment directly utilized on the real property in making the improvement.</p> <p>(2) "Improvement" means all or any part of any building, structure, erection, alteration, demolition, excavation, clearing, grading, filling, or landscaping, including trees and shrubbery, driveways, and private roadways, on real property.</p> <p>(3) An "owner" is a person who has an interest in the real property improved and for whom an improvement is made and who ordered the improvement to be made. "Owner" includes successors in interest of the owner and agents of the owner acting within their authority.</p> <p>(4) "Real property" means the real estate that is improved, including lands, leaseholds, tenements and hereditaments, and improvements placed thereon.</p> <p>Mechanics', laborers' and materialmen's lien; persons entitled to claim of lien on real property.</p> <p>Any person who performs or furnishes labor or professional design or surveying services or furnishes materials or furnishes rental equipment pursuant to a contract, either express or implied, with the owner of real property for the making of an improvement thereon shall, upon complying with the provisions of this Article, have a right to file a claim of lien on real property on the real property to secure payment of all debts owing for labor done or professional design or surveying services or material furnished or equipment rented pursuant to the contract.</p>	<p>An "owner" is a "person who has an interest in the real property improved and for whom an improvement is made and who ordered the improvement. 'Owner' includes successors in interest of the owner and agents of the owner acting within their authority." N.C. Gen. Stat. § 44A-7(3). "Real Estate" means the real estate that is improved, including lands, leaseholds, tenements and hereditaments, and improvements placed thereon."</p>

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	N.C. Gen. Stat. § 44A-18	<p>Grant of lien upon funds; subrogation; perfection.</p> <p>Upon compliance with this Article:</p> <p>(1) A first tier subcontractor who furnished labor, materials, or rental equipment at the site of the improvement shall be entitled to a lien upon funds that are owed to the contractor with whom the first tier subcontractor dealt and that arise out of the improvement on which the first tier subcontractor worked or furnished materials.</p> <p>(2) A second tier subcontractor who furnished labor, materials, or rental equipment at the site of the improvement shall be entitled to a lien upon funds that are owed to the first tier subcontractor with whom the second tier subcontractor dealt and that arise out of the improvement on which the second tier subcontractor worked or furnished materials. A second tier subcontractor, to the extent of the second tier subcontractor's lien provided in this subdivision, shall also be entitled to be subrogated to the lien of the first tier subcontractor with whom the second tier contractor dealt provided for in subdivision (1) of this section and shall be entitled to perfect it by notice of claim of lien upon funds to the extent of the claim.</p> <p>(3) A third tier subcontractor who furnished labor, materials, or rental equipment at the site of the improvement shall be entitled to a lien upon funds that are owed to the second tier subcontractor with whom the third tier subcontractor dealt and that arise out of the improvement on which the third tier subcontractor worked or furnished materials. A third tier subcontractor, to the extent of the third tier subcontractor's lien upon funds provided in this subdivision, shall also be entitled to be subrogated to the lien upon funds of the second tier subcontractor with whom the third tier contractor dealt and to the lien upon funds of the first tier subcontractor with whom the second tier subcontractor dealt to the extent that the second tier subcontractor is entitled to be subrogated thereto, and in either case shall be entitled to perfect the same by notice of claim of lien upon funds to the extent of the claim.</p> <p>(4) Subcontractors more remote than the third tier who furnished</p>	

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		<p>labor, materials, or rental equipment at the site of the improvement shall be entitled to a lien upon funds that are owed to the person with whom they dealt and that arise out of the improvement on which they furnished labor, materials, or rental equipment, but such remote tier subcontractor shall not be entitled to subrogation to the rights of other persons.</p> <p>(5) The liens upon funds granted under this section shall secure amounts earned by the lien claimant as a result of having furnished labor, materials, or rental equipment at the site of the improvement under the contract to improve real property, including interest at the legal rate provided in G.S. 24-5, whether or not such amounts are due and whether or not performance or delivery is complete. In the event insufficient funds are retained to satisfy all lien claimants, subcontractor lien claimants may recover the interest due under this subdivision on a pro rata basis, but in no event shall interest due under this subdivision increase the liability of the obligor under S.G. 44A-20.</p> <p>(6) A lien upon funds granted under this section is perfected upon the giving of notice of claim of lien upon funds in writing to the obligor as provided in G.S. 44A-19 and shall be effective upon the obligor's receipt of the notice. The subrogation rights of a first, second, or third tier subcontractor to the claim of lien on real property of the contractor created by Part 1 of Article 2 of this Chapter are perfected as provided in G.S. 44A-23.</p>	
	N.C. Gen. Stat. § 44A-10	Effective date of claim of lien on real property.	
		A claim of lien on real property granted by this Article shall relate to and take effect from the time of the first furnishing of labor or materials at the site of the improvement by the person claiming the claim of lien on real property.	
	N.C. Gen. Stat. § 44A-12	Filing claim of claim of lien on real property.	
		(a) Place of Filing. - All claims of lien on real property must be filed in the office of the clerk of superior court in each county where the real property subject to the claim of lien on real property is	

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		<p>located. The clerk of superior court shall note the claim of lien on real property on the judgment docket and index the same under the name of the record owner of the real property at the time the claim of lien on real property is filed. An additional copy of the claim of lien on real property may also be filed with any receiver, referee in bankruptcy or assignee for benefit of creditors who obtains legal authority over the real property.</p> <p>(b) Time of Filing. - Claims of lien on real property may be filed at any time after the maturity of the obligation secured thereby but not later than 120 days after the last furnishing of labor or materials at the site of the improvement by the person claiming the lien.</p> <p>(c) Contents of Claim of Lien on Real Property to Be Filed. - All claims of lien on real property must be filed using a form substantially as follows:</p> <p style="text-align: center;"><b>CLAIM OF LIEN</b></p> <p>(1) Name and address of the person claiming the claim of lien on real property:</p> <p>(2) Name and address of the record owner of the real property claimed to be subject to the claim of lien on real property at the time the claim of lien on real property is filed:</p> <p>(3) Description of the real property upon which the claim of lien on real property is claimed: (Street address, tax lot and block number, reference to recorded instrument, or any other description of real property is sufficient, whether or not it is specific, if it reasonably identifies what is described.)</p> <p>(4) Name and address of the person with whom the claimant contracted for the furnishing of labor or materials:</p> <p>(5) Date upon which labor or materials were first furnished upon said property by the claimant:</p> <p>(5a) Date upon which labor or materials were last</p>	

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		<p>furnished upon said property by the claimant:</p> <p>(6) General description of the labor performed or materials furnished and the amount claimed therefor:</p> <p style="text-align: center;">Lien Claimant</p> <p style="text-align: center;">Filed this ____ day of _____, _____</p> <p style="text-align: center;">Clerk of Superior Court</p> <p>A general description of the labor performed or materials furnished is sufficient. It is not necessary for lien claimant to file an itemized list of materials or a detailed statement of labor performed.</p> <p>(d) No Amendment of Claim of Lien on Real Property. - A claim of lien on real property may not be amended. A claim of lien on real property may be cancelled by a claimant or the claimant's authorized agent or attorney and a new claim of lien on real property substituted therefor within the time herein provided for original filing.</p> <p>(e) Notice of Assignment of Claim of Lien on Real Property. - When a claim of lien on real property has been filed, it may be assigned of record by the lien claimant in a writing filed with the clerk of superior court who shall note said assignment in the margin of the judgment docket containing the claim of lien on real property. Thereafter the assignee becomes the lien claimant of record.</p> <p>(f) Waiver of Right to File, Serve or Claim Liens as Consideration for Contract Against Public Policy. - An agreement to waive the right to file a claim of lien on real property granted under this Part or an agreement to waive the right to serve a notice of claim of lien upon funds granted under this Part 2 Article, which agreement is in anticipation of and in consideration for the awarding of any contract, either expressed or implied, for the making of an improvement upon real property under this Article is against public policy and is unenforceable. This section does not prohibit subordination or release of a lien granted under this Part 2 or Part 2</p>	

Topic	Citation	Statute	Commentary
		of Article.	
Memorandum of Lease	N.C. Gen. Stat. § 47-118.	<p>§ 47-118. Forms of registration of lease</p> <p>(a) A lease of land or land and personal property may be registered by registering a memorandum thereof which shall set forth:</p> <p>(1) The names of the parties thereto;</p> <p>(2) A description of the property leased;</p> <p>(3) The term of the lease, including extensions, renewals and options to purchase, if any; and</p> <p>(4) Reference sufficient to identify the complete agreement between the parties.</p> <p>Such a memorandum may be in substantially the following form:</p> <p>MEMORANDUM OF LEASE</p> <p>..... (Name and address or description of lessor or lessors) hereby lease(s) to ....., (Name and address or description of lessee or lessees) for a term beginning the ..... day of ....., (Month) ....., (Year) and continuing for a maximum period of ....., including extensions and renewals, if any, the following property:</p>	

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		<p>(Here describe the property)</p> <p>(If applicable: [There exists an option to purchase with respect to this leased property, in favor of the lessee which expires the ... day of ....., (Month), ....., (Year), which is set forth at large in the complete agreement between the parties].)</p> <p>The provisions set forth in a written lease agreement between the parties dated the ..... day of ....., (Month) ....., (Year) are hereby incorporated in this memorandum.</p> <p>..... [Seal] (Lessor)</p> <p>..... [Seal] (Lessee)</p> <p>(Acknowledgment as required by law.)</p> <p>(b) If the provisions of the lease make it impossible or impractical to state the maximum period of the lease because of conditions, renewals and extensions, or otherwise, then the memorandum of lease shall state in detail all provisions concerning the term of the lease as fully as set forth in the written lease agreement between the parties.</p>	

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		(c) Registration of a memorandum of lease pursuant to subsections (a) and (b) of this section, shall have the same legal effect as if the written lease agreement had been registered in its entirety.	
Mitigation of Damages		No applicable statute.	<u>See Isbey v. Crews</u> , 55 N.C. App. 47, 284 S.E.2d 534 (1981); <u>Kotis Properties, Inc. v. Casey's, Inc.</u> , 645 S.E.2d 138 (N.C.App.,2007); <u>Sylva Shops Ltd. Partnership v. Hibbard</u> , 175 N.C.App. 423, 623 S.E.2d 785 (2006)
Notarial Acts – Uniform Law on Notarial Acts		No applicable statute.	
Options		No applicable statute.	<u>See Bridgestone/Firestone v. Wilmington Mall Realty Corp.</u> , 117 N.C. App. 535, 451 S.E.2d 365 (1995).
Possession of Tenant		No applicable statute.	For a discussion of constructive eviction and the covenant of quiet enjoyment, see <u>McNamara v. Wilmington Mall Realty Corp.</u> , 121 N.C. App. 400, 466 S.E.2d 328 (1996).
Power of Attorney	N.C. Gen. Stat. § 32A-1	Statutory Short Form of General Power of Attorney.  The use of the following form in the creation of a power of attorney is lawful, and, when used, it shall be construed in accordance with	

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		<p>the provisions of this Chapter.</p> <p>"NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE DEFINED IN CHAPTER 32A OF THE NORTH CAROLINA GENERAL STATUTES WHICH EXPRESSLY PERMITS THE USE OF ANY OTHER OR DIFFERENT FORM OF POWER OF ATTORNEY DESIRED BY THE PARTIES CONCERNED.</p> <p>State of</p> <p>County of</p> <p>I _____, appoint _____ to be my attorney-in-fact, to act in my name in any way which I could act for myself, with respect to the following matters as each of them is defined in Chapter 32A of the North Carolina General Statutes. (DIRECTIONS: Initial the line opposite any one or more of the subdivisions as to which the principal desires to give the attorney-in-fact authority.)</p> <ol style="list-style-type: none"> <li>(1) Real property transactions</li> <li>(2) Personal property transactions</li> <li>(3) Bond, share, stock, securities and commodity Transactions</li> <li>(4) Banking transactions</li> <li>(5) Safe deposits</li> <li>(6) Business operating transactions</li> <li>(7) Insurance transactions</li> <li>(8) Estate transactions</li> </ol>	

Topic	Citation	Statute	Commentary
		<p>(9) Personal relationships and affairs</p> <p>(10) Social security and unemployment</p> <p>(11) Benefits from military service</p> <p>(12) Tax matters</p> <p>(13) Employment of agents</p> <p>(14) Gifts to charities, and to individuals other than the attorney-in-fact</p> <p>(15) Gifts to the named attorney-in-fact</p> <p>(If power of substitution and revocation is to be given, add: `I also give to such person full power to appoint another to act as my attorney-in-fact and full power to revoke such appointment.`)</p> <p>(If period of power of attorney is to be limited, add: `This power terminates _____, _____`)</p> <p>(If power of attorney is to be a durable power of attorney under the provision of Article 2 of Chapter 32A and is to continue in effect after the incapacity or mental incompetence of the principal, add: `This power of attorney shall not be affected by my subsequent incapacity or mental incompetence.`)</p> <p>(If power of attorney is to take effect only after the incapacity or mental incompetence of the principal, add: `This power of attorney shall become effective after I become incapacitated or mentally incompetent.`)</p> <p>(If power of attorney is to be effective to terminate or direct the administration of a custodial trust created under the Uniform Custodial Trust Act, add: `In the event of my</p>	

Topic	Citation	Statute	Commentary
	N.C. Gen. Stat. § 32A-8	<p>subsequent incapacity or mental incompetence, the attorney-in-fact of this power of attorney shall have the power to terminate or to direct the administration of any custodial trust of which I am the beneficiary.')</p> <p>(If power of attorney is to be effective to determine whether a beneficiary under the Uniform Custodial Trust Act is incapacitated or ceases to be incapacitated, add: `The attorney-in-fact of this power of attorney shall have the power to determine whether I am incapacitated or whether my incapacity has ceased for the purposes of any custodial trust of which I am the beneficiary.')</p> <p>Dated _____, _____ .</p> <p>(Seal)</p> <p>Signature</p> <p>STATE OF _____ COUNTY OF _____</p> <p>On this _____ day of _____, _____, personally appeared before me, the said named _____ to me known and known to me to be the person described in and who executed the foregoing instrument and he (or she) acknowledged that he (or she) executed the same and being duly sworn by me, made oath that the statements in the foregoing instrument are true.</p> <p>My Commission Expires _____.</p> <p>(Signature of Notary Public)</p> <p>Notary Public (Official Seal)"</p>	<p>The requirements for registering a durable power of attorney are set out in N.C. Gen.</p>

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	N.C. Gen. Stat. § 32A-2	<p>A durable power of attorney is a power of attorney by which a principal designates another his attorney-in-fact in writing and the writing contains a statement that it is executed pursuant to the provisions of this Article or the words "This power of attorney shall not be affected by my subsequent incapacity or mental incompetence," or "This power of attorney shall become effective after I become incapacitated or mentally incompetent," or similar words showing the intent of the principal that the authority conferred shall be exercisable notwithstanding the principal's subsequent incapacity or mental incompetence. Unless the durable power of attorney provides otherwise, where the grant of power or authority conferred by a durable power of attorney is effective only upon the principal's subsequent incapacity or mental incompetence, any person to whom such writing is presented, in the absence of actual knowledge to the contrary, shall be entitled to rely on an affidavit, executed by the attorney-in-fact and setting forth that such condition exists, as conclusive proof of such incapacity or mental incompetence, subject to the provisions of G.S. 32A-13.</p> <p>Powers conferred by the Statutory Short Form Power of Attorney set out in G.S. 32A-1.</p> <p>The Statutory Short Form Power of Attorney set out in G.S. 32A-1 confers the following powers on the attorney-in-fact named therein:</p> <p>(1) Real Property Transactions. - To lease, purchase, exchange, and acquire, and to agree, bargain, and contract for the lease, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any interest in real property whatsoever, on such terms and conditions, and under such covenants, as said attorney-in-fact shall deem proper; and to maintain, repair, improve, manage, insure, rent, lease, sell, convey, subject to liens, mortgage, subject to deeds of trust, and in any way or manner deal with all or any part of any interest in real property whatsoever, that the principal owns at the time of execution or may thereafter acquire, for under such terms and conditions, and under such covenants, as said attorney-in-fact shall deem proper.</p>	Stat. § 32A-9.

Topic	Citation	Statute	Commentary
		<p>(2) Personal Property Transactions. - To lease, purchase, exchange, and acquire, and to agree, bargain, and contract for the lease, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any personal property whatsoever, tangible or intangible, or interest thereto, on such terms and conditions, and under such covenants, as said attorney-in-fact shall deem proper; and to maintain, repair, improve, manage, insure, rent, lease, sell, convey, subject to liens and mortgages, and hypothecate, and in any way or manner deal with all or any part of any personal property whatsoever, tangible or intangible, or any interest therein, that the principal owns at the time of execution or may thereafter acquire, under such terms and conditions, and under such covenants, as said attorney-in-fact shall deem proper.</p> <p>(3) Bond, Share, Stock, Securities and Commodity Transactions. – To request, ask, demand, sue for, recover, collect, receive, and hold and possess any bond, share, instrument of similar character, commodity interest or any instrument with respect thereto together with the interest, dividends, proceeds, or other distributions connected therewith, as now are, or shall hereafter become, owned by, or due, owing payable, or belonging to, the principal at the time of execution or in which the principal may thereafter acquire interest, to have, use, and take all lawful means and equitable and legal remedies, procedures, and writs in the name of the principal for the collection and recovery thereof, and to adjust, sell, compromise, and agree for the same, and to make, execute, and deliver for the principal, all endorsements, acquittances, releases, receipts, or other sufficient discharges for the same.</p> <p>(4) Banking Transaction. – To make, receive, sign, endorse, execute, acknowledge, deliver, and possess checks, drafts, bills of exchange, letters of credit, notes, stock certificates, withdrawal receipts and deposit instruments relating to accounts or deposits in, or certificates of deposit of, banks, savings and loan or other institutions or associations for the principal.</p> <p>(5) Safe Deposits. - To have free access at any time or times to any safe deposit box or vault to which the principal might have</p>	

Topic	Citation	Statute	Commentary
		<p>access as lessee or owner.</p> <p>(6) Business Operating Transactions. - To conduct, engage in, and transact any and all lawful business of whatever nature or kind for the principal.</p> <p>(7) Insurance Transactions. - To exercise or perform any act, power, duty, right or obligation whatsoever in regard to any contract of life, accident, health, disability or liability insurance or any combination of such insurance procured by or on behalf of the principal prior to execution; and to procure new, different or additional contracts of insurance for the principal and to designate the beneficiary of any such contract of insurance, provided, however, that the agent himself cannot be such beneficiary unless the agent is spouse, child, grandchild, parent, brother or sister of the principal.</p> <p>(8) Estate Transactions. - To request, ask, demand, sue for, recover, collect, receive, and hold and possess all legacies, bequests, devises, as are, owned by, or due, owing, payable, or belonging to, the principal at the time of execution or in which the principal may thereafter acquire interest, to have, use, and take all lawful means and equitable and legal remedies, procedures, and writs in the name of the principal for the collection and recovery thereof, and to adjust, sell, compromise, and agree for the same, and to make, execute, and deliver for the principal, all endorsements, acquittances, releases, receipts, or other sufficient discharges for the same.</p> <p>(9) Personal Relationships and Affairs. - To do all acts necessary for maintaining the customary standard of living of the principal, the spouse and children, and other dependents of the principal; to provide medical, dental and surgical care, hospitalization and custodial care for the principal, the spouse, and children, and other dependents of the principal; to continue whatever provision has been made by the principal, for the principal, the spouse, and children, and other dependents of the principal, with respect to automobiles, or other means of transportation; to continue whatever charge accounts have been operated by the principal, for the convenience of the principal, the spouse, and children, and other dependents of the principal, to open such new accounts as the attorney-in-fact shall</p>	

Topic	Citation	Statute	Commentary
		<p>think to be desirable for the accomplishment of any of the purposes enumerated in this section, and to pay the items charged on such accounts by any person authorized or permitted by the principal or the attorney-in-fact to make such charges; to continue the discharge of any services or duties assumed by the principal, to any parent, relative or friend of the principal; to continue payments incidental to the membership or affiliation of the principal in any church, club, society, order or other organization, or to continue contributions thereto. In the event the attorney-in-fact named pursuant to G.S. 32A-1 makes a decision regarding the health care of the principal that is contradictory to a decision made by a health care agent appointed pursuant to Article 3 of this Chapter, the decision of the health care agent shall overrule the decision of the attorney-in-fact.</p> <p>(10) Social Security and Unemployment. - To prepare, execute and file all social security, unemployment insurance and information returns required by the laws of the United States, or of any state or subdivision thereof, or of any foreign government.</p> <p>(11) Benefits from Military Service. - To execute vouchers in the name of the principal for any and all allowances and reimbursements payable by the United States, or subdivision thereof, to the principal, arising from or based upon military service and to receive, to endorse and to collect the proceeds of any check payable to the order of the principal drawn on the treasurer or other fiscal officer or depository of the United States or subdivision thereof; to take possession and to order the removal and shipment, of any property of the principal from any post, warehouse, depot, dock or other place of storage or safekeeping, either governmental or private, to execute and to deliver any release, voucher, receipt, bill of lading, shipping ticket, certificate or other instrument which the agent shall think to be desirable or necessary for such purpose; to prepare, to file and to prosecute the claim of the principal to any benefit or assistance, financial or otherwise, to which the principal is, or claims to be, entitled, under the provisions of any statute or regulation existing at the creation of the agency or thereafter enacted by the United States or by any state or by any subdivision thereof, or by any foreign government, which benefit or assistance arises from or is based upon</p>	

Topic	Citation	Statute	Commentary
		<p>military service performed prior to or after execution.</p> <p>(12) Tax matters. - To prepare, execute, verify and file in the name of the principal and on behalf of the principal any and all types of tax returns, amended returns, declaration of estimated tax, report, protest, application for correction of assessed valuation of real or other property, appeal, brief, claim for refund, or petition, including petition to the Tax Court of the United States, in connection with any tax imposed or proposed to be imposed by any government, or claimed, levied or assessed by any government, and to pay any such tax and to obtain any extension of time for any of the foregoing; to execute waivers or consents agreeing to a later determination and assessment of taxes than is provided by any statute of limitations; to execute waivers of restriction on the assessment and collection of deficiency in any tax; to execute closing agreements and all other documents, instruments and papers relating to any tax liability of any sort; to institute and carry on through counsel any proceeding in connection with determining or contesting any such tax or to recover any tax paid or to resist any claim for additional tax on any proposed assessment or levy thereof; and to enter into any agreements or stipulations for compromise or other adjustments or disposition of any tax.</p> <p>(13) Employment of Agents. - To employ agents such as legal counsel, accountants or other professional representation as may be appropriate and to grant such agents such powers of attorney or other appropriate authorization as may be required in connection with such representation or by the Internal Revenue Service or other governmental authority.</p> <p>(14) Gifts to Charities, and to Individuals Other Than the Attorney-In-Fact. -</p> <p>a. Except as provided in G.S. 32A-2(14)b., to make gifts of any of the principal's property to any individual other than the attorney-in-fact or to any organization described in sections 170(c) and 2522(a) of the Internal Revenue Code or corresponding future provisions of federal tax law, or both, in accordance with the principal's personal history of making or joining in the making of</p>	

Topic	Citation	Statute	Commentary
		<p>lifetime gifts. As used in this subdivision "Internal Revenue Code" means the "Code" as defined in G.S. 105-2.1.</p> <p>b. Except as provided in G.S. 32A-2(14)c., or unless gifts are expressly authorized by the power of attorney under G.S. 32A-2(15), a power described in G.S. 32A-2(14)a. may not be exercised by the attorney-in-fact in favor of the attorney-in-fact or the estate, creditors, or creditors of the estate of the attorney-in-fact.</p> <p>c. If the power described in G.S. 32A-2(14)a. is conferred upon two or more attorneys-in-fact, it may be exercised by the attorney-in-fact or attorneys-in-fact who are not disqualified by G.S. 32A-2(14)b. from exercising the power of appointment as if they were the only attorney-in-fact or attorneys-in-fact.</p> <p>d. An attorney-in-fact expressly authorized by this section to make gifts of the principal's property may elect to request the clerk of the superior court to issue an order to make a gift of the property of the principal.</p> <p>(15) Gifts to the Named Attorney-In-Fact. - To make gifts to the attorney-in-fact named in the power of attorney or the estate, creditors, or creditors of the estate of the attorney-in-fact, in accordance with the principal's personal history of making or joining in the making of lifetime gifts.</p>	
Power of Attorney – Uniform Statutory Form Powers of Attorney Act		No applicable statute.	
Power of Attorney – Uniform Durable Power of Attorney Act			
Property Affidavit		No applicable statute.	
Public Utility Claims		No applicable statute.	



Topic	Citation	Statute	Commentary
		<p>(a) No deed of trust or mortgage of real or personal property, or of a leasehold interest or other chattel real, or conditional sales contract of personal property in which the title is retained by the vendor, shall be valid to pass any property as against lien creditors or purchasers for a valuable consideration from the grantor, mortgagor or conditional sales vendee, but from the time of registration thereof as provided in this Article; provided however that any transaction subject to the provisions of the Uniform Commercial Code (Chapter 25 of the General Statutes) is controlled by the provisions of that act and not by this section.</p> <p>(b) For purposes of this section and G.S. 47-20.1, the following definitions apply:</p> <p>(1) "Rents, issues, or profits" means all amounts payable by or on behalf of any lessee, tenant, or other person having a possessory interest in real estate on account of or pursuant to any written or oral lease or other instrument evidencing a possessory interest in real property or pursuant to any form of tenancy implied by law, and all amounts payable by or on behalf of any licensee or permittee or other person occupying or using real property under license or permission from the owner or person entitled to possession. The term shall not include farm products as defined in G.S. 25-9-102(34), timber, the proceeds from the sale of farm products or timber, or the proceeds from the recovery or severance of any mineral deposits located on or under real property.</p> <p>(2) "Assignment of leases, rents, issues, or profits" means every document assigning, transferring, pledging, mortgaging, or conveying an interest in leases, licenses to real property, and rents, issues, or profits arising from real property, whether set forth in a separate instrument or contained in a mortgage, deed of trust, conditional sales contract, or other deed or instrument of conveyance.</p> <p>(3) "Collateral assignment" means any assignment of leases, rents, issues, or profits made and delivered in connection with the grant of any mortgage, or the execution of any conditional sales</p>	

Topic	Citation	Statute	Commentary
	§161-10	<p>contract or deed of trust or in connection with any extension of credit made against the security of any interest in real property, where the assignor retains the right to collect or to apply such lease revenues, rents, issues, or profits after assignment and prior to default.</p> <p>(c) The recording of a written document in accordance with G.S. 47-20.1 containing an assignment of leases, rents, issues, or profits arising from real property shall be valid and enforceable from the time of recording to pass the interest granted, pledged, assigned, or transferred as against the assignor, and shall be perfected from the time of recording against subsequent assignees, lien creditors, and purchasers for a valuable consideration from the assignor.</p> <p>(d) Where an assignment of leases, rents, issues, or profits is a collateral assignment, after a default under the mortgage, deed of trust, conditional sales contract, or evidence of indebtedness which such assignment secures, the assignee shall thereafter be entitled, but not required, to collect and receive any accrued and unpaid or subsequently accruing lease revenues, rents, issues, or profits subject to the assignment, without need for the appointment of a receiver, any act to take possession of the property, or any further demand on the assignor. Unless otherwise agreed, after default the assignee shall be entitled to notify the tenant or other obligor to make payment to him and shall also be entitled to take control of any proceeds to which he may be entitled. The assignee must proceed in a commercially reasonable manner and may deduct his reasonable expenses of realization from the collections.</p> <p>(e) This section shall not exclude other methods of creating, perfecting, collecting, sequestering, or enforcing a security interest in rents, issues, or profits provided by the law of this State.</p> <p>Uniform fees of registers of deeds.</p> <p>(a) Except as provided in G.S. 161-11.1 or 161-11.2, all fees collected under this section shall be deposited into the county general fund. While performing the duties of the office, the register of deeds shall collect the following fees which shall be uniform</p>	

Topic	Citation	Statute	Commentary
		<p>throughout the State:</p> <p>(1) Instruments in General. - For registering or filing any instrument for which no other provision is made by this section, whether written, printed, or typewritten, the fee shall be six dollars (\$6.00) for the first page, which page shall not exceed 8 1/2 inches by 14 inches, plus two dollars (\$2.00), for each additional page or fraction thereof. A page exceeding 8 1/2 inches by 14 inches shall be considered two pages. When a document is presented for registration that consists of multiple instruments, the fee shall be ten dollars (\$10.00) for each additional instrument. A document consists of multiple instruments when it contains two or more instruments with different legal consequences or intent, each of which is separately executed and acknowledged and could be recorded alone.</p> <p>(1a) Deeds of Trust, Mortgages, and Cancellation of Deeds of Trust and Mortgages. - For registering or filing any deed of trust or mortgage, whether written, printed, or typewritten, the fee shall be ten dollars (\$10.00) for the first page, which page shall not exceed 8 1/2 inches by 14 inches, plus two dollars (\$2.00) for each additional page or fraction thereof. A page exceeding 8 1/2 inches by 14 inches shall be considered two pages.</p> <p>When a deed of trust or mortgage is presented for registration that contains one or more additional instruments, the fee shall be ten dollars (\$10.00) for each additional instrument. A deed of trust or mortgage contains one or more additional instruments if such additional instrument or instruments has or have different legal consequences or intent, each of which is separately executed and acknowledged and could be recorded alone. For recording records of satisfaction, or the cancellation of record by any other means, of deeds of trust or mortgages, there shall be no fee.</p> <p>(2) Marriage Licenses. - For issuing a license forty dollars (\$40.00); for issuing a delayed certificate with one certified copy five dollars (\$5.00); and for a proceeding for correction of names in application, license or certificate, with one certified copy five dollars (\$5.00).</p>	

Topic	Citation	Statute	Commentary
		<p>(3) Plats. - For each original or revised plat recorded twenty-one dollars (\$21.00) per sheet or page; for furnishing a certified copy of a plat three dollars (\$3.00).</p> <p>(4) Right-of-Way Plans. - For each original or amended plan and profile sheet recorded five dollars (\$5.00). This fee is to be collected from the Board of Transportation.</p> <p>(5) Registration of Birth Certificate One Year or More after Birth. - For preparation of necessary papers when birth to be registered in another county five dollars (\$5.00); for registration when necessary papers prepared in another county, with one certified copy five dollars (\$5.00); for preparation of necessary papers and registration in the same county, with one certified copy ten dollars (\$10.00).</p> <p>(6) Amendment of Birth or Death Record. – For preparation of amendment and affecting correction two dollars (\$2.00).</p> <p>(7) Legitimations. - For preparation of all documents concerned with legitimations seven dollars (\$7.00).</p> <p>(8) Certified Copies of Birth and Death Certificates and Marriage Licenses. - For furnishing a certified copy of a death or birth certificate or marriage license three dollars (\$3.00). Provided however, a Register of Deeds may issue without charge a certified Birth Certificate to any person over the age of 62 years.</p> <p>(8a) Vital Records Network. - For obtaining access to the Vital Records Computer Network, two dollars (\$2.00).</p> <p>(9) Certified Copies. - For furnishing a certified copy of an instrument for which no other provision is made by this section three dollars (\$3.00) for the first page, plus one dollar (\$1.00) for each additional page or fraction thereof.</p> <p>(10) Comparing Copy for Certification. - For comparing and certifying a copy of any instrument filed for registration, when the</p>	

Topic	Citation	Statute	Commentary
		<p>copy is furnished by the party filing the instrument for registration and at the time of filing thereof two dollars (\$2.00).</p> <p>(11) Uncertified Copies. - When, as a convenience to the public, the register of deeds supplies uncertified copies of instruments, or index pages, he may charge fees that in his discretion bear a reasonable relation to the quality of copies supplied and the cost of purchasing and maintaining copying and/or computer equipment. These fees may be changed from time to time, but the amount of these fees shall at all times be prominently posted in his office.</p> <p>(12) Notarial Acts. - For taking an acknowledgment, oath, or affirmation or performing any other notarial act the maximum fee set in G.S. 10A-10. This fee shall not be charged if the act is performed as a part of one of the services for which a fee is provided by this subsection; except that this fee shall be charged in addition to the fees for registering, filing, or recording instruments or plats as provided by subdivisions (1) and (3) of this subsection.</p> <p>(13) (Effective until July 1, 2001) Uniform Commercial Code. – Such fees as are provided for in Chapter 25, Article 9, Part 4, of the General Statutes.</p> <p>(13) (Effective July 1, 2001) Uniform Commercial Code. - Such fees as are provided for in Chapter 25, Article 9, Part 5, of the General Statutes.</p> <p>(14) Torrens Registration. - Such fees as are provided in G.S. 43-5.</p> <p>(15) Master Forms. - Such fees as are provided for instruments in general.</p> <p>(16) Probate. - For verification of proofs and acknowledgments as provided in G.S. 47-14 two dollars (\$2.00).</p> <p>(17) Qualification of Notary Public. - For administering the oaths of office to a notary public and making the appropriate record</p>	

Topic	Citation	Statute	Commentary
		<p>entries as provided in G.S. 10A-8 five dollars (\$5.00).</p> <p>(18) Reinstatement of Articles of Incorporation. – For filing reinstatements of Articles of Incorporation prepared pursuant to G.S. 105-232; such fees as provided for instruments in general. The fee shall be paid by the corporation affected.</p> <p>(19) Miscellaneous Services. - For performing miscellaneous services such as faxing documents, providing laminated copies of documents, expedited delivery of documents, and similar services, the cost of the service.</p> <p>(b) The uniform fees set forth in this section are complete and exclusive and no other fees shall be charged by the register of deeds.</p> <p>(c) These fees shall be collected in every case prior to filing, registration, recordation, certification or other service rendered by the register of deeds unless by law it is provided that the service shall be rendered without charge.</p>	
Redemption	N.C. Gen. Stat. § 42-33		This statute must be read together with and will not supercede the terms of the lease. <u>See Charlotte Office Towers Assoc. v. Carolina SNS Corp.</u> , 89 N.C. App. 697, 366 S.E.2d 905 (1988).
Renewal		No applicable statute.	<u>See Bridgestone/Firestone v. Wilmington Mall Realty Corp.</u> , 117 N.C. App. 535, 451 S.E.2d 365 (1995)
Rent		No applicable statute.	
Rent Control	N.C. Gen. Stat. § 42-14.1	<p>§ 42-14.1. Rent control</p> <p>No county or city as defined by G.S. 160A-1 may enact, maintain, or enforce any ordinance or resolution which regulates the</p>	Rent control is prohibited, with limited exceptions.

Topic	Citation	Statute	Commentary
		<p>amount of rent to be charged for privately owned, single-family or multiple unit residential or commercial rental property. This section shall not be construed as prohibiting any county or city, or any authority created by a county or city for that purpose, from:</p> <p>(1) Regulating in any way property belonging to that city, county, or authority;</p> <p>(2) Entering into agreements with private persons which regulate the amount of rent charged for subsidized rental properties; or</p> <p>(3) Enacting ordinances or resolutions restricting rent for properties assisted with Community Development Block Grant Funds.</p>	
Rule Against Perpetuities		No applicable statute.	North Carolina has adopted the Uniform Rule Against Perpetuities.
Rule Against Perpetuities – Uniform Statutory Rule Against Perpetuities	N.C. Gen. Stat. §§ 41-15 to 41-22		
Rules of Construction	N.C. Gen. Stat. § 12-3.	<p>§ 12-3. Rules for construction of statutes</p> <p>In the construction of all statutes the following rules shall be observed, unless such construction would be inconsistent with the manifest intent of the General Assembly, or repugnant to the context of the same statute, that is to say:</p>	North Carolina courts apply common law canons of construction to the interpretation of leases.

Topic	Citation	Statute	Commentary
		<p>(1) Singular and Plural Number, Masculine Gender, etc.--Every word importing the singular number only shall extend and be applied to several persons or things, as well as to one person or thing; and every word importing the plural number only shall extend and be applied to one person or thing, as well as to several persons or things; and every word importing the masculine gender only shall extend and be applied to females as well as to males, unless the context clearly shows to the contrary.</p> <p>(2) Authority, to Three or More Exercised by Majority.--All words purporting to give a joint authority to three or more public officers or other persons shall be construed as giving such authority to a majority of such officers or other persons, unless it shall be otherwise expressly declared in the law giving the authority.</p> <p>(3) "Month" and "Year".--The word "month" shall be construed to mean a calendar month, unless otherwise expressed; and the word "year," a calendar year, unless otherwise expressed; and the word "year" alone shall be equivalent to the expression "year of our Lord." When a statute refers to a period of one or more months and the last month does not have a date corresponding to the initial date, the period shall expire on the last day of the last month.</p> <p>(4) Leap Year, How Counted.--In every leap year the increasing day and the day before, in all legal proceedings, shall be counted as one day.</p> <p>(5) "Oath" and "Sworn".--The word "oath" shall be construed to include "affirmation," in all cases where by law an affirmation may be substituted for an oath, and in like cases the word "sworn" shall be construed to include the word "affirmed."</p> <p>(6) "Person" and "Property".--The word "person" shall extend and be applied to bodies politic and corporate, as well as to individuals, unless the context clearly shows to the contrary. The words "real property" shall be coextensive with lands, tenements and hereditaments. The words "personal property" shall include moneys, goods, chattels, choses in action and evidences of debt, including all</p>	

Topic	Citation	Statute	Commentary
		<p>things capable of ownership, not descendable to heirs at law. The word "property" shall include all property, both real and personal.</p> <p>(7) "Preceding" and "Following".--The words "preceding" and "following," when used by way of reference to any section of a statute, shall be construed to mean the section next preceding or next following that in which such reference is made; unless when some other section is expressly designated in such reference.</p> <p>(8) "Seal".--In all cases in which the seal of any court or public office shall be required by law to be affixed to any paper issuing from such court or office, the word "seal" shall be construed to include an impression of such official seal, made upon the paper alone, as well as an impression made by means of a wafer or of wax affixed thereto.</p> <p>(9) "Will".--The term "will" shall be construed to include codicils as well as wills.</p> <p>(10) "Written" and "in Writing".--The words "written" and "in writing" may be construed to include printing, engraving, lithographing, and any other mode of representing words and letters: Provided, that in all cases where a written signature is required by law, the same shall be in a proper handwriting, or in a proper mark.</p> <p>(11) "State" and "United States".--The word "state," when applied to the different parts of the United States, shall be construed to extend to and include the District of Columbia and the several territories, so called; and the words "United States" shall be construed to include the said district and territories and all dependencies.</p> <p>(12) "Imprisonment for One Month," How Construed.--The words "imprisonment for one month," wherever used in any of the statutes, shall be construed to mean "imprisonment for thirty days."</p> <p>(13) "Governor," "Senator," "Solicitor," "Elector," "Executor," "Administrator," "Collector," "Juror," and "Auditor".--The words</p>	

Topic	Citation	Statute	Commentary
		<p>"Governor," "Senator," "district attorney," "elector," "executor," "administrator," "collector," "juror," "auditor," and any other words of like character shall when applied to the holder of such office, or occupant of such position, be words of common gender, and they shall be a sufficient designation of the person holding such office or position, whether the holder be a man or woman.</p>	
Security Deposits		No applicable statute.	Limitations on security deposits apply in residential leases.
Security Interests in Rents	N.C. Gen. Stat. § 47-20	<p>§ 47-20. Deeds of trust, mortgages, conditional sales contracts, assignments of leases and rents; effect of registration</p> <p>(a) No deed of trust or mortgage of real or personal property, or of a leasehold interest or other chattel real, or conditional sales contract of personal property in which the title is retained by the vendor, shall be valid to pass any property as against lien creditors or purchasers for a valuable consideration from the grantor, mortgagor or conditional sales vendee, but from the time of registration thereof as provided in this Article; provided however that any transaction subject to the provisions of the Uniform Commercial Code (Chapter 25 of the General Statutes) is controlled by the provisions of that act and not by this section. Unless otherwise stated either on the registered instrument or on a separate registered instrument duly executed by the party whose priority interest is adversely affected, (i) instruments registered in the office of the register of deeds shall have priority based on the order of registration as determined by the time of registration, and (ii) if instruments are registered simultaneously, then the instruments shall be presumed to have priority as determined by:</p> <p>(1) The earliest document number set forth on the registered</p>	Governs Assignment of Rents.

Topic	Citation	Statute	Commentary
		<p>instrument.</p> <p>(2) The sequential book and page number set forth on the registered instrument if no document number is set forth on the registered instrument.</p> <p>The presumption created by this subsection is rebuttable.</p> <p>(b) For purposes of this section and G.S. 47-20.1, the following definitions apply:</p> <p>(1) "Rents, issues, or profits" means all amounts payable by or on behalf of any lessee, tenant, or other person having a possessory interest in real estate on account of or pursuant to any written or oral lease or other instrument evidencing a possessory interest in real property or pursuant to any form of tenancy implied by law, and all amounts payable by or on behalf of any licensee or permittee or other person occupying or using real property under license or permission from the owner or person entitled to possession. The term shall not include farm products as defined in G.S. 25-9-102(34), timber, the proceeds from the sale of farm products or timber, or the proceeds from the recovery or severance of any mineral deposits located on or under real property.</p> <p>(2) "Assignment of leases, rents, issues, or profits" means every document assigning, transferring, pledging, mortgaging, or conveying an interest in leases, licenses to real property, and rents, issues, or profits arising from real property, whether set forth in a separate instrument or contained in a mortgage, deed of trust, conditional sales contract, or other deed or instrument of conveyance.</p> <p>(3) "Collateral assignment" means any assignment of leases, rents, issues, or profits made and delivered in connection with the grant of any mortgage, or the execution of any conditional sales contract or</p>	

Topic	Citation	Statute	Commentary
		<p>deed of trust or in connection with any extension of credit made against the security of any interest in real property, where the assignor retains the right to collect or to apply such lease revenues, rents, issues, or profits after assignment and prior to default.</p> <p>(c) The recording of a written document in accordance with G.S. 47-20.1 containing an assignment of leases, rents, issues, or profits arising from real property shall be valid and enforceable from the time of recording to pass the interest granted, pledged, assigned, or transferred as against the assignor, and shall be perfected from the time of recording against subsequent assignees, lien creditors, and purchasers for a valuable consideration from the assignor.</p> <p>(d) Where an assignment of leases, rents, issues, or profits is a collateral assignment, after a default under the mortgage, deed of trust, conditional sales contract, or evidence of indebtedness which such assignment secures, the assignee shall thereafter be entitled, but not required, to collect and receive any accrued and unpaid or subsequently accruing lease revenues, rents, issues, or profits subject to the assignment, without need for the appointment of a receiver, any act to take possession of the property, or any further demand on the assignor. Unless otherwise agreed, after default the assignee shall be entitled to notify the tenant or other obligor to make payment to him and shall also be entitled to take control of any proceeds to which he may be entitled. The assignee must proceed in a commercially reasonable manner and may deduct his reasonable expenses of realization from the collections.</p> <p>(e) This section shall not exclude other methods of creating, perfecting, collecting, sequestering, or enforcing a security interest</p>	

Topic	Citation	Statute	Commentary
		in rents, issues, or profits provided by the law of this State.	
Statute of Frauds	N.C. Gen. Stat. § 22-2	<p>Contract for sale of land; leases.</p> <p>All contracts to sell or convey any lands, tenements or hereditaments, or any interest in or concerning them, and all leases and contracts for leasing land for the purpose of digging for gold or other minerals, or for mining generally, of whatever duration; and all other leases and contracts for leasing lands exceeding in duration three years from the making thereof, shall be void unless said contract, or some memorandum or note thereof, be put in writing and signed by the party to be charged therewith, or by some other person by him thereto lawfully authorized.</p>	Only leases exceeding duration of three years must be in writing.
Statutes of Limitation	N.C. Gen. Stat. §§ 1-38, 1-40, 1-50(a)(5), 1-52	<p>§ 1-38. Seven years' possession under color of title</p> <p>(a) When a person or those under whom he claims is and has been in possession of any real property, under known and visible lines and boundaries and under color of title, for seven years, no entry shall be made or action sustained against such possessor by a person having any right or title to the same, except during the seven years next after his right or title has descended or accrued, who in default of suing within that time shall be excluded from any claim thereafter made; and such possession, so held, is a perpetual bar against all persons not under disability: Provided, that commissioner's deeds in judicial sales and trustee's deeds under foreclosure shall also constitute color of title.</p>	

Topic	Citation	Statute	Commentary
		<p>(b) If</p> <p>(1) The marking of boundaries on the property by distinctive markings on trees or by the implacement of visible metal or concrete boundary markers in the boundary lines surrounding the property, such markings to be visible to a height of 18 inches above the ground, and</p> <p>(2) The recording of a map prepared from an actual survey by a surveyor registered under the laws of North Carolina, in the book of maps in the office of the register of deeds in the county where the real property is located, with a certificate attached to said map by which the surveyor certifies that the boundaries as shown by the map are those described in the deed or other title instrument or proceeding from which the survey was made, the surveyor's certificate reciting the book and page or file number of the deed, other title instrument or proceeding from which the survey was made,</p> <p>then the listing and paying of taxes on the real property marked and for which a survey and map have been certified and recorded as provided in subdivisions (1) and (2) above shall constitute prima facie evidence of possession of real property under known and visible lines and boundaries. Maps recorded prior to October 1, 1973 may be qualified under this statute by the recording of certificates prepared in accordance with subdivision (b)(2) above. Such certificates must contain the book and page number where the map is filed, in addition to the information required by subdivision (b)(2) above, and shall be recorded and indexed in the deed books. When a certificate is filed to qualify such a recorded map, the register of deeds shall make a marginal notation on the map in the following form: "Certificate filed pursuant to G.S. 1-38(b), book ..... (enter book where filed), page ..."</p>	

Topic	Citation	Statute	Commentary
		<p>(c) Maps recorded prior to October 1, 1973 shall qualify as if they had been certified as herein provided if said maps can be proven to conform to the boundary lines on the ground and to conform to instruments of record conveying the land which is the subject matter of the map, to the person whose name is indicated on said recorded map as the owner thereof. Maps recorded after October 1, 1973 shall comply with the provisions for a certificate as hereinbefore set forth.</p> <p>§ 1-40. Twenty years adverse possession</p> <p>No action for the recovery or possession of real property, or the issues and profits thereof, shall be maintained when the person in possession thereof, or defendant in the action, or those under whom he claims, has possessed the property under known and visible lines and boundaries adversely to all other persons for 20 years; and such possession so held gives a title in fee to the possessor, in such property, against all persons not under disability.</p> <p>§ 1-50. Six years</p> <p>(a) Within six years an action--</p>	

Topic	Citation	Statute	Commentary
		<p>(1) Repealed by S.L. 1997-297, § 1, eff. Oct. 1, 1997.</p> <p>(2) Against an executor, administrator, collector, or guardian on his official bond, within six years after the auditing of his final account by the proper officer, and the filing of the audited account as required by law.</p> <p>(3) For injury to any incorporeal hereditament.</p> <p>(4) Against a corporation, or the holder of a certificate or duplicate certificate of stock in the corporation, on account of any dividend, either a cash or stock dividend, paid or allotted by the corporation to the holder of the certificate or duplicate certificate of stock in the corporation.</p> <p>(5)a. No action to recover damages based upon or arising out of the defective or unsafe condition of an improvement to real property shall be brought more than six years from the later of the specific last act or omission of the defendant giving rise to the cause of action or substantial completion of the improvement.</p> <p>b. For purposes of this subdivision, an action based upon or arising out of the defective or unsafe condition of an improvement to real property includes:</p> <ol style="list-style-type: none"> <li>1. Actions to recover damages for breach of a contract to construct or repair an improvement to real property;</li> <li>2. Actions to recover damages for the negligent construction or repair of an improvement to real property;</li> <li>3. Actions to recover damages for personal injury, death or damage to property;</li> <li>4. Actions to recover damages for economic or monetary loss;</li> <li>5. Actions in contract or in tort or otherwise;</li> </ol>	

Topic	Citation	Statute	Commentary
		<p>6. Actions for contribution indemnification for damages sustained on account of an action described in this subdivision;</p> <p>7. Actions against a surety or guarantor of a defendant described in this subdivision;</p> <p>8. Actions brought against any current or prior owner of the real property or improvement, or against any other person having a current or prior interest therein;</p> <p>9. Actions against any person furnishing materials, or against any person who develops real property or who performs or furnishes the design, plans, specifications, surveying, supervision, testing or observation of construction, or construction of an improvement to real property, or a repair to an improvement to real property.</p> <p>c. For purposes of this subdivision, "substantial completion" means that degree of completion of a project, improvement or specified area or portion thereof (in accordance with the contract, as modified by any change orders agreed to by the parties) upon attainment of which the owner can use the same for the purpose for which it was intended. The date of substantial completion may be established by written agreement.</p> <p>d. The limitation prescribed by this subdivision shall not be asserted as a defense by any person in actual possession or control, as owner, tenant or otherwise, of the improvement at the time the defective or unsafe condition constitutes the proximate cause of the injury or death for which it is proposed to bring an action, in the event such person in actual possession or control either knew, or ought reasonably to have known, of the defective or unsafe condition.</p> <p>e. The limitation prescribed by this subdivision shall not be asserted as a defense by any person who shall have been guilty of fraud, or willful or wanton negligence in furnishing materials, in developing real property, in performing or furnishing the design, plans,</p>	

Topic	Citation	Statute	Commentary
		<p>specifications, surveying, supervision, testing or observation of construction, or construction of an improvement to real property, or a repair to an improvement to real property, or to a surety or guarantor of any of the foregoing persons, or to any person who shall wrongfully conceal any such fraud, or willful or wanton negligence.</p> <p>f. This subdivision prescribes an outside limitation of six years from the later of the specific last act or omission or substantial completion, within which the limitations prescribed by G.S. 1-52 and 1-53 continue to run. For purposes of the three-year limitation prescribed by G.S. 1-52, a cause of action based upon or arising out of the defective or unsafe condition of an improvement to real property shall not accrue until the injury, loss, defect or damage becomes apparent or ought reasonably to have become apparent to the claimant. However, as provided in this subdivision, no action may be brought more than six years from the later of the specific last act or omission or substantial completion.</p> <p>g. The limitation prescribed by this subdivision shall apply to the exclusion of G.S. 1-15(c), G.S. 1-52(16) and G.S. 1-47(2).</p> <p>(6) No action for the recovery of damages for personal injury, death or damage to property based upon or arising out of any alleged defect or any failure in relation to a product shall be brought more than six years after the date of initial purchase for use or consumption.</p> <p>(7) Recodified as § 1-47(6) by Laws 1995, c. 742, § 1(a), eff. June 21, 1996.</p> <p>(b) This section applies to actions brought by a private party and to actions brought by the State or a political subdivision of the State.</p>	

Topic	Citation	Statute	Commentary
		<p>§ 1-52. Three years</p> <p>Within three years an action --</p> <p>(1) Upon a contract, obligation or liability arising out of a contract, express or implied, except those mentioned in the preceding sections or in G.S. 1-53(1).</p> <p>(1a) Upon the official bond of a public officer.</p> <p>(2) Upon a liability created by statute, either state or federal, unless some other time is mentioned in the statute creating it.</p> <p>(3) For trespass upon real property. When the trespass is a continuing one, the action shall be commenced within three years from the original trespass, and not thereafter.</p> <p>(4) For taking, detaining, converting or injuring any goods or chattels, including action for their specific recovery.</p> <p>(5) For criminal conversation, or for any other injury to the person or rights of another, not arising on contract and not hereafter enumerated.</p> <p>(6) Against the sureties of any executor, administrator, collector or guardian on the official bond of their principal; within three years after the breach thereof complained of.</p> <p>(7) Against bail; within three years after judgment against the principal; but bail may discharge himself by a surrender of the principal, at any time before final judgment against the bail.</p> <p>(8) For fees due to a clerk, sheriff or other officer, by the judgment of a court; within three years from the entry of the judgment, or the</p>	

Topic	Citation	Statute	Commentary
		<p>issuing of the last execution thereon.</p> <p>(9) For relief on the ground of fraud or mistake; the cause of action shall not be deemed to have accrued until the discovery by the aggrieved party of the facts constituting the fraud or mistake.</p> <p>(10) Repealed by Session Laws 1977, c. 886, s. 1.</p> <p>(11) For the recovery of any amount under and by virtue of the provisions of the Fair Labor Standards Act of 1938 and amendments thereto, said act being an act of Congress.</p> <p>(12) Upon a claim for loss covered by an insurance policy which is subject to the three-year limitation contained in lines 158 through 161 of the Standard Fire Insurance Policy for North Carolina, G.S. 58-44-15(c).</p> <p>(13) Against a public officer, for a trespass, under color of his office.</p> <p>(14) An action under Chapter 75B of the General Statutes, the action in regard to a continuing violation accrues at the time of the latest violation.</p> <p>(15) For the recovery of taxes paid as provided in G.S. 105-267 and G.S. 105-381.</p> <p>(16) Unless otherwise provided by statute, for personal injury or physical damage to claimant's property, the cause of action, except in causes of actions referred to in G.S. 1-15(c), shall not accrue until bodily harm to the claimant or physical damage to his property becomes apparent or ought reasonably to have become apparent to the claimant, whichever event first occurs. Provided that no cause of action shall accrue more than 10 years from the last act or omission of the defendant giving rise to the cause of action.</p> <p>(17) Against a public utility, electric or telephone membership corporation, or a municipality for damages or for compensation for</p>	

Topic	Citation	Statute	Commentary
		<p>right-of-way or use of any lands for a utility service line or lines to serve one or more customers or members unless an inverse condemnation action or proceeding is commenced within three years after the utility service line has been constructed or by October 1, 1984, whichever is later.</p> <p>(18) Against any registered land surveyor as defined in G.S. 89C-3(9) or any person acting under his supervision and control for physical damage or economic or monetary loss due to negligence or a deficiency in the performance of surveying or platting as defined in G.S. 1-47(6).</p> <p>(19) For assault, battery, or false imprisonment.</p>	
Subdivisions	N.C. Gen. Stat. §§ 153A-33 et seq. and 160A-371 et seq.		These statutes govern subdivision generally in Counties and municipalities. Subdivision is also governed by local ordinance.
Subdivision – application to leased lands		No applicable statute.	
Subordination		No applicable statute.	See “Registration”
Surrender		No applicable statute.	
Taxation	N.C. Gen. Stat. § 105-228.30	<p>Imposition of excise tax; distribution of proceeds.</p> <p>(a)An excise tax is levied on each instrument by which any interest in real property is conveyed to another person. The tax rate is one dollar (\$1.00) on each five hundred dollars (\$500.00) or fractional part thereof of the consideration or value of the interest conveyed. The transferor must pay the tax to the register of deeds of the county in which the real estate is located before recording the instrument of conveyance. If the instrument transfers a parcel of real</p>	

Topic	Citation	Statute	Commentary
	<p>N.C. Gen. Stat. §105-228.29</p>	<p>estate lying in two or more counties, however, the tax must be paid to the register of deeds of the county in which the greater part of the real estate with respect to value lies. The excise tax on instruments imposed by this Article applies to timber deeds and contracts for the sale of standing timber to the same extent as if these deeds and contracts conveyed an interest in real property.</p> <p>(b) The register of deeds of each county must remit the proceeds of the tax levied by this section to the county finance officer. The finance officer of each county must credit one-half of the proceeds to the county's general fund and remit the remaining one-half of the proceeds, less the county's allowance for administrative expenses, to the Department of Revenue on a quarterly basis. A county may retain two percent (2%) of the amount of tax proceeds allocated for remittance to the Department of Revenue as compensation for the county's cost in collecting and remitting the State's share of the tax. Of the funds remitted to it pursuant to this section, the Department of Revenue must credit seventy-five percent (75%) to the Parks and Recreation Trust Fund established under G.S. 113-44.15 and twenty-five percent (25%) to the Natural Heritage Trust Fund established under G.S. 113-77.7.</p> <p>(V2)(Effective July 1, 2000) Exemptions.</p> <p>This Article does not apply to any of the following transfers of an interest in real property:</p> <ol style="list-style-type: none"> <li>(1) By operation of law.</li> <li>(2) By lease for a term of years.</li> <li>(3) By or pursuant to the provisions of a will.</li> <li>(4) By intestacy.</li> <li>(5) By gift.</li> <li>(6) If no consideration in property or money is due or paid by the</li> </ol>	

Topic	Citation	Statute	Commentary
		<p>transferee to the transferor.</p> <p>(7) By merger, conversion, or consolidation.</p> <p>(8) By an instrument securing indebtedness.</p>	
Taxation – documentary tax stamps	N.C. Gen. Stat. 105-228.30	<p>§ 105-228.30. Imposition of excise tax; distribution of proceeds</p> <p>(a) An excise tax is levied on each instrument by which any interest in real property is conveyed to another person. The tax rate is one dollar (\$1 .00) on each five hundred dollars (\$500.00) or fractional part thereof of the consideration or value of the interest conveyed. The transferor must pay the tax to the register of deeds of the county in which the real estate is located before recording the instrument of conveyance. If the instrument transfers a parcel of real estate lying in two or more counties, however, the tax must be paid to the register of deeds of the county in which the greater part of the real estate with respect to value lies.</p> <p>The excise tax on instruments imposed by this Article applies to timber deeds and contracts for the sale of standing timber to the same extent as if these deeds and contracts conveyed an interest in real property.</p> <p>&lt; Text of subsec. (b) eff. until July 1, 2003.</p> <p>(b) The register of deeds of each county must remit the proceeds of the tax levied by this section to the county finance officer. The finance officer of each county must credit one-half of the proceeds to the county's general fund and remit the remaining one-half of the</p>	

Topic	Citation	Statute	Commentary
		<p>proceeds, less the county's allowance for administrative expenses, to the Department of Revenue on a quarterly basis. A county may retain two percent (2%) of the amount of tax proceeds allocated for remittance to the Department of Revenue as compensation for the county's cost in collecting and remitting the State's share of the tax. Of the funds remitted to it pursuant to this section, the Department of Revenue must credit seventy-five percent (75%) to the Parks and Recreation Trust Fund established under G.S. 113-44.15 and twenty-five percent (25%) to the Natural Heritage Trust Fund established under G.S. 113-77.7.</p> <p>&lt; Text of subsec. (b) eff. July 1, 2003.</p> <p>(b) The register of deeds of each county must remit the proceeds of the tax levied by this section to the county finance officer. The finance officer of each county must credit one-half of the proceeds to the county's general fund and remit the remaining one-half of the proceeds, less the county's allowance for administrative expenses, to the Department of Revenue on a monthly basis. A county may retain two percent (2%) of the amount of tax proceeds allocated for remittance to the Department of Revenue as compensation for the county's cost in collecting and remitting the State's share of the tax. Of the funds remitted to it pursuant to this section, the Department of Revenue must credit seventy-five percent (75%) to the Parks and Recreation Trust Fund established under G.S. 113-44.15 and twenty-five percent (25%) to the Natural Heritage Trust Fund established under G.S. 113-77.7.</p>	
Telecommunications	N.C. Gen. Stat. § 146-29.2	§ 146-29.2. Lease provisions for communications towers	Governs Leases for towers and places on towers where the State is landlord.

Topic	Citation	Statute	Commentary
		<p>The State may lease real property, or any interest in real property, for the purposes of construction and placement of communications towers on State land or for placement of antennas upon State-owned structures. The following additional requirements shall apply to such leases:</p> <p>(1) The lease shall require the lessee to permit other telecommunications carriers to co-locate on the communications tower on commercially reasonable terms between the lessee and the co-locating carrier until the communications tower reaches its capacity. Unless the State determines that co-location is not feasible at that location, the communications tower shall be designed and constructed to accommodate other carriers on the tower.</p> <p>(2) The State shall, in determining the location of lands to be leased for communications towers, encourage communications towers to be located near other communications towers to the extent technically desirable.</p> <p>(3) The State shall, when choosing a communications tower or antenna location, choose a location which minimizes the visual impact on surrounding landscape.</p> <p>(4) The State shall not lease lands of the State Parks System for such purposes.</p> <p>For purposes of this section, "co-locate and co-location" mean the sharing of a communications tower by two or more services.</p> <p>City and county ordinances apply to communications towers and</p>	

Topic	Citation	Statute	Commentary
		antennas authorized under this section.	
Tenancy -- at will and holdovers	N.C. Gen. Stat. 42-26	<p>§ 42-26. Tenant holding over may be dispossessed in certain cases</p> <p>(a) Any tenant or lessee of any house or land, and the assigns under the tenant or legal representatives of such tenant or lessee, who holds over and continues in the possession of the demised premises, or any part thereof, without the permission of the landlord, and after demand made for its surrender, may be removed from such premises in the manner hereinafter prescribed in any of the following cases:</p> <p>(1) When a tenant in possession of real estate holds over after his term has expired.</p> <p>(2) When the tenant or lessee, or other person under him, has done or omitted any act by which, according to the stipulations of the lease, his estate has ceased.</p> <p>(3) When any tenant or lessee of lands or tenements, who is in arrear for rent or has agreed to cultivate the demised premises and to pay a part of the crop to be made thereon as rent, or who has given to the lessor a lien on such crop as a security for the rent, deserts the demised premises, and leaves them unoccupied and uncultivated.</p> <p>(b) An arrearage in costs owed by a tenant for water or sewer services pursuant to G.S. 62-110(g) shall not be used as a basis for termination of a lease under this Chapter. Any payment to the landlord shall be applied first to the rent owed and then to charges for water or sewer service, unless otherwise designated by the tenant.</p>	

Topic	Citation	Statute	Commentary
Tenant's Obligations		No applicable statute.	
Tenant's Remedies	N.C. Gen. Stat. § 42-33	<p>§ 42-33. Rent and costs tendered by tenant</p> <p>If, in any action brought to recover the possession of demised premises upon a forfeiture for the nonpayment of rent, the tenant, before judgment given in such action, pays or tenders the rent due and the costs of the action, all further proceedings in such action shall cease. If the plaintiff further prosecutes his action, and the defendant pays into court for the use of the plaintiff a sum equal to that which shall be found to be due, and the costs, to the time of such payment, or to the time of a tender and refusal, if one has occurred, the defendant shall recover from the plaintiff all subsequent costs; the plaintiff shall be allowed to receive the sum paid into court for his use, and the proceedings shall be stayed.</p>	
Termination of Tenancies	N.C. Gen. Stat. § 42-14	<p>Notice to quit in certain tenancies.</p> <p>A tenancy from year to year may be terminated by a notice to quit given one month or more before the end of the current year of the tenancy; a tenancy from month to month by a like notice of seven days; a tenancy from week to week, of two days. Provided, however, where the tenancy involves only the rental of a space for a manufactured home as defined in G.S. 143-143.9(6), a notice to quit must be given at least 60 days before the end of the current rental period, regardless of the term of the tenancy.</p>	

Topic	Citation	Statute	Commentary
Torrens System	N.C. Gen. Stat. § 43-1	<p>Jurisdiction in superior court.</p> <p>For the purpose of enabling all persons owning real estate within this State to have the title thereto settled and registered, as prescribed by the provisions of this Chapter, the superior court of the county in which the land lies in the State shall have exclusive original jurisdiction of all petitions and proceedings had thereupon, under the rules of practice and procedure prescribed for special proceedings except as herein otherwise provided.</p>	See N.C. Gen. Stat. §§ 41-1, <i>et seq.</i> for more information.
Transfers – Uniform Fraudulent Transfer Act	N.C. Gen. Stat. §§ 39-23.1 to 39-23.12		North Carolina has adopted the Uniform Fraudulent Transfer Act.
Trustee as Owner of Property		No applicable statute.	
Unconscionability		No applicable statute.	
Unfair Trade Practices	N.C. Gen. Stat. §§ 75-1.1 et seq.	<p>§ 75-1.1. Methods of competition, acts and practices regulated; legislative policy</p> <p>(a) Unfair methods of competition in or affecting commerce, and unfair or deceptive acts or practices in or affecting commerce, are declared unlawful.</p> <p>(b) For purposes of this section, "commerce" includes all business activities, however denominated, but does not include professional services rendered by a member of a learned profession.</p> <p>(c) Nothing in this section shall apply to acts done by the</p>	This statute does not apply to contracts. See <u>BB&amp;T Co. v. Thompson</u> , 107 N.C. App. 53, 418 S.E.2d 694 (1992)

Topic	Citation	Statute	Commentary
		<p data-bbox="716 250 1451 488">publisher, owner, agent, or employee of a newspaper, periodical or radio or television station, or other advertising medium in the publication or dissemination of an advertisement, when the owner, agent or employee did not have knowledge of the false, misleading or deceptive character of the advertisement and when the newspaper, periodical or radio or television station, or other advertising medium did not have a direct financial interest in the sale or distribution of the advertised product or service.</p> <p data-bbox="716 586 1430 643">(d) Any party claiming to be exempt from the provisions of this section shall have the burden of proof with respect to such claim.</p>	
Use		No applicable statute.	
Usufruct		No applicable statute.	
Utilities		No applicable statute.	Generally, the Utilities Commission has a right to review leases involving utilities.
Venue			
Waiver of Jury Trial	N.C. Gen. Stat. § 1A-1, Rule 38.	<p data-bbox="716 1024 999 1052">Rule 38. Jury trial of right</p> <p data-bbox="716 1149 1440 1239">(a) Right preserved.--The right of trial by jury as declared by the Constitution or statutes of North Carolina shall be preserved to the parties inviolate.</p> <p data-bbox="716 1336 1451 1425">(b) Demand.--Any party may demand a trial by jury of any issue triable of right by a jury by serving upon the other parties a demand therefor in writing at any time after commencement of the action and</p>	

Topic	Citation	Statute	Commentary
		<p>not later than 10 days after the service of the last pleading directed to such issue. Such demand may be made in the pleading of the party or endorsed on the pleading.</p> <p>(c) Demand--Specification of issues.--In his demand a party may specify the issues which he wishes so tried; otherwise, he shall be deemed to have demanded trial by jury for all the issues so triable. If a party has demanded trial by jury for only some of the issues, any other party within 10 days after service of the last pleading directed to such issues or within 10 days after service of the demand, whichever is later, or such lesser time as the court may order, may serve a demand for trial by jury of any other or all of the issues in the action.</p> <p>(d) Waiver.--Except in actions wherein jury trial cannot be waived, the failure of a party to serve a demand as required by this rule and file it as required by Rule 5(d) constitutes a waiver by him of trial by jury. A demand for trial by jury as herein provided may not be withdrawn without the consent of the parties who have pleaded or otherwise appear in the action.</p> <p>(e) Right granted.--The right of trial by jury as to the issue of just compensation shall be granted to the parties involved in any condemnation proceeding brought by bodies politic, corporations or persons which possess the power of eminent domain.</p>	
Warranties		No applicable statute.	
Waste and Nuisance	N.C. Gen. Stat. §§ 1-533 through 1-538, 1-539	§ 1-533. Remedy and judgment	

Topic	Citation	Statute	Commentary
	though 1-539.1	<p>Wrongs, remediable by the old action of waste, are subjects of action as other wrongs; and the judgment may be for damages, forfeiture of the estate of the party offending, and eviction from the premises.</p> <p>§ 1-534. For and against whom action lies</p> <p>In all cases of waste, an action lies in the appropriate trial division of the General Court of Justice at the instance of him in whom the right is, against all persons committing the waste, as well tenant for term of life as tenant for term of years and guardians.</p> <p>§ 1-535. Tenant in possession liable</p> <p>Where a tenant for life or years grants his estate to another, and still continues in the possession of the lands, tenements, or hereditaments, an action lies against the said tenant for life or years.</p> <p>§ 1-536. Action by tenant against cotenant</p> <p>Where a joint tenant or a tenant in common commits waste, an action lies against him at the instance of his cotenant or joint tenant.</p> <p>§ 1-537. Action by heirs</p> <p>Every heir may bring action for waste committed on lands, tenements, or hereditaments of his own inheritance, as well in the</p>	

Topic	Citation	Statute	Commentary
		<p>time of his ancestor as in his own.</p> <p>§ 1-538. Judgment for treble damages and possession</p> <p>In all cases of waste, when judgment is against the defendant, the court may give judgment for treble the amount of the damages assessed by the jury, and also that the plaintiff recover the place wasted, if the damages are not paid on or before a day to be named in the judgment.</p> <p>§ 1-539. Remedy for nuisance</p> <p>Injuries remediable by the old writ of nuisance are subjects of action as other injuries; and in such action there may be judgment for damages, or for the removal of the nuisance, or both.</p> <p>§ 1-539.1. Damages for unlawful cutting, removal or burning of timber; misrepresentation of property lines</p> <p>(a) Any person, firm or corporation not being the bona fide owner thereof or agent of the owner who shall without the consent and permission of the bona fide owner enter upon the land of another and injure, cut or remove any valuable wood, timber, shrub or tree therefrom, shall be liable to the owner of said land for double the value of such wood, timber, shrubs or trees so injured, cut or removed.</p> <p>(b) If any person, firm or corporation shall willfully and intentionally set on fire, or cause to be set on fire, in any manner whatever, any valuable wood, timber or trees on the lands of another, such person, firm or corporation shall be liable to the owner of said</p>	

Topic	Citation	Statute	Commentary
		<p>lands for double the value of such wood, timber or trees damaged or destroyed thereby.</p> <p>(c) Any person, firm or corporation cutting timber under contract and incurring damages as provided in subsection (a) of this section as a result of a misrepresentation of property lines by the party letting the contract shall be entitled to reimbursement from the party letting the contract for damages incurred.</p>	
Written Disclosure		No applicable statute.	.
Zoning Lot		No applicable statute.	Generally governed by local ordinance. State laws include enabling statutes.