



# TENANT HANDBOOK

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**Disclaimer:**

The intention of this Handbook is to help clarify the tenancy process and provide general information related to your rental agreement (lease). Please review your rental agreement carefully, familiarize yourself with its contents and do not hesitate to contact us with any questions or any additional information you need.

## **WELCOME LETTER**

Dear New Tenant,

As your new property management team, we would like to welcome you into your new home and thank you for choosing to work with us. The purpose of this handbook is to assist you with caring for your home and also will answer the most common questions you will have while working with a property management company.

Please take a moment to take a look through this packet, it will give you all the basic information you will need to get started and settled into your new home. If after looking through, you still have some questions, feel free to call our office or come in and someone will be happy to answer any questions you might have and help you in any way we can.

BillMark Properties are committed to providing friendly and helpful service to all of our owners and tenants. Our team members play specific roles to best service your needs. Any time you have a question or something you would like to discuss, someone from our team will always be willing to help.

We look forward to working with you.

Sincerely,

The Management Team

## **PAYING RENT**

### **When is rent due:**

Rent is due on the 1<sup>st</sup> of each month and is considered late at 5PM on the 5th. Please note this timeline includes weekends and holidays.

### **How to pay rent:**

Rent can be paid online through the tenant portal with your routing and checking number at no charge or via credit or debit card and charges will apply. You may also use the "Payslip" that will be emailed to you for use at any participating store (7Eleven, CVS, Ace Cash Express, Family Dollar, or Casey's General Store) to make a cash rental payment.

\*We do not accept monthly rental payments in the office.

## **Breaking of Lease**

In the event that a tenant must break a lease prior to the end of the lease term, tenant is responsible for paying \$250 Early Termination/Re-advertising fee, and is responsible for rents and utilities until the property re-rents.

## **IMPORTANT POLICIES**

**Lease Agreements:** Lease agreements are normally for a one-year period, with rent pro-rated if move-in is other than the first of the month. Leases are written so that the end of the lease period is the end of the month the following year. The ending date of the lease is not a definite ending date. The lease will automatically become a Month to Month lease agreement. Tenant **MUST** turn in a **WRITTEN** 30- Day Notice to Vacate Form 30 days prior to their expected move out date. Please contact your Property Manager for the forms.

**Military:** If a service member receives permanent change of station orders to depart 50 miles or more from the location of their current residence. • The service member is “prematurely or involuntarily released or discharged from active duty with the United States Armed Forces;” or • The service member is deployed for 90 days or more. Service Member must give WRITTEN NOTICE (please contact your Property Manager for the 30-Day Notice-To-Vacate Forms) of intent to vacate due to military orders, a copy of your official orders, payment of rent for the month in which you gave notice, and payment of rent for the following month. Service member will be liable for at least 30 days of rent from time of notice but no more than 45days.

**Viewing of Home:** Tenant agrees that they have viewed the residence (or the home has been viewed by their representative or POA.) Then tenant agrees that the landlord has made no unwritten agreement or promises of repairs to be completed to the home. A move-in inspection will be conducted by the tenant at time of possession and the landlord is responsible to make needed repairs to keep the premises in a fit and habitable condition.

**Security Deposit:** A security deposit is required from all tenants. This deposit is made to indicate good faith that you will abide by all covenants of the contract and protect the interest of the owner. Security deposit is not last month’s rent.

**Move-out inspections:** Are performed Monday through Friday ONLY per the Property Manager’s schedule. Please place your keys and any carpet cleaning receipts in a sealed envelope and place them in the drop box marking them clearly with your address and Property Manager’s name. Utilities must be on for 3 FULL business days after the last date you are rent responsible, the property cleared of all tenant’s possessions, and all keys, remotes,

receipts returned prior to inspection. The tenant is responsible for rent up to and including the day of check-out.

The drop box is located to the left of the main front door to the building and is marked "Little & Young or BillMark Properties".

A forwarding address must be left with us, so that we may settle and forward your security deposit summary within 30-60 days after final check-out.

A \$75 re-visit fee will be applied should a second inspection be necessary and a professional service will be contracted by BILLMARK to remedy the discrepancies at the tenant's expense.

**A portion of/or all of the security deposit may be forfeited for the following reason:**

1. Failure to give 30 days' WRITTEN NOTICE of intent to vacate the property. (We CANNOT accept this notice by phone. It must be in writing. Contact your Property Manager for the forms) 2. Nonpayment of rent, late fees, court fees, NSF Fees, and pet fees. 3. Damage to premises, permanent fixtures such as carpet, light fixtures, appliances, fireplace, landscaping. (Other than damage due to ordinary wear and tear.) 4. The cost of re-renting the premises after a breach of the lease by the tenant. 5. Any accrued late fees or unpaid bills. 6. The cost of removal and storage of personal property. Repair bills incurred that are determined to be caused by tenant negligence, abuse, misuse or oversight are the tenant's responsibilities and must be satisfied within 30 days.

Rent: Rent is due on the First of the month. It is considered late if not received by 5pm on the 5th, and subject to a 5% late charge based on your monthly rent. (Please remember that the grace period is not extended with weekends or holidays.) Rent may be paid on line through the tenant portal via routing/checking account, credit/debit card or by using the Payslip at any participating store. If the rent and any other charges are not received by the 10th at 5pm, Summary Ejectment papers will be initiated, and all rent, late charges, court cost, and administration fees must be paid in full by money order before the court date in order to stop legal action.

**A No Tender Clause is in effect. (Should Eviction proceedings begin due to Non-Payment of rent, Lessor reserves the right to accept payment of past due rent and still follow through with eviction for possession).**

If an online payment is returned for any reason, a \$35 NSF will be assessed and payment must be made immediately by certified funds. Your rent will be considered late and a 5% late fee based on your monthly rent will be assessed.

**Maintenance Requests:** Non-Emergency work request must be submitted in WRITING via the tenant portal or emailed to your Property Manager. Should you have an emergency you can call the office at 910-864-3955 or our **afterhours EMERGENCY number at 910-366-9162**. Your maintenance request cannot be fulfilled if pets are left unattended. It is not our policy to make appointments for maintenance work. The vendor (contractor) will contact you directly to make an appointment to complete the work request. If you have not heard from the assigned vendor within 24hrs please contact our office again. (Please remember that several of our contractors do not have weekend appointments available).

**Key Delivery Fee:** Should tenants lock themselves out, you are responsibility to call a locksmith at your expense to gain entry and/or re-key the locks. In the event the locks must be re-keyed the tenant must bring 2 keys to BillMark Properties the first business day.

**Pet Fees & Deposit:** Pet Fees are non-refundable and are for the privilege of having specific pet(s) at the property and compensate owners for undetectable wear-and-tear that are caused by pets. If damages are caused by pet(s) then this charge will be deducted from your security deposit at time of move-out. You must remove any pet from the premises, even if previously permitted, if in our opinion the pet constitutes a nuisance or creates a disturbance. Please note that if pets are not authorized that means NO and includes no short-term pet sitting, visitors or guests with pets, regardless of length of stay. Violations of the pet policy in your lease subject you to a \$250 unauthorized pet fee and/or eviction at landlord's discretion. If you have not paid a pet fee or pets are not permitted it would be considered a Lease Violation if pets are on the premises. This includes visiting animals. Only pets on Pet Addendum are permitted at residence. **Upon move-out, the property must be professionally treated for fleas!**

**Renter's Insurance:** Your personal property and liability are not covered by the homeowner's insurance policy or BillMark Properties. We request that you obtain renter's insurance. Should there be any damage or injury on the property, the owner's insurance company would require reimbursement from the tenant if the tenant were found to be at fault. Also, renter's insurance protects your own possessions and valuables, which neither the owner's insurance covers.

**Swimming Pools/Hot tubs:** Tenants are not authorized to install swimming pools/hot tubs, either above-ground or inground. Tenant acknowledges that if they install a pool/tub without prior authorization by BillMark Properties they have breached the lease.

**Smoke Detectors/CO:** The landlord shall replace or repair smoke detectors/CO provided the tenant notifies the landlord in WRITING. Then tenant agrees to not deliberately or negligently destroy, deface, damage, nor render inoperable the smoke detector or CO, and agrees to test detectors and replace batteries as needed during tenancy.

**Permitted Occupants:** Only those shown on the lease are permitted to reside as permanent residents, with the exception of short-term visitors. If an unauthorized person(s) is residing at the residence, then you will be subject to a \$250 unauthorized person(s) fee and/or eviction at landlord's discretion.

**Guests:** You are responsible and liable for the acts of your family, invites, licensees, and guests. Acts of these persons in violation of the Lease Agreement, or one of these Rules and Regulations, may be deemed by Management to be breach by you which may result in termination of the Lease Agreement. No guests may stay longer than 14 days in any HOA community without prior approval by the Management Company.

**Storage:** No goods or materials of any kind or description that are combustible or constitute an increased risk of fire shall be placed in storage areas. Storage in such areas shall be at your own risk and Management shall not be responsible for any loss or damages. Heating, air conditioning, or water closets are not to be used for storage purposes.

**Antennas/Dishes:** Radio, television, CB, Flag Poles or any other type of aerials or dishes should not be placed or erected by you on the roof, exterior of any building, or in the front yard without WRITEN permission from BillMark and must be removed at the end of tenancy or be subject to a removal fee.

**Signs:** You should not display any signs, exterior lights, or markings on the structure. You cannot attach to building/home whatsoever.

**Miscellaneous Fees:** Missed appointments with contractors/ repair person(s)/inspector's: you are responsible for paying any trip fee charged to this company for failure to be present for a scheduled repair/inspection. If semi-annual inspection is scheduled with inspector there will be a \$75 charge for each missed inspection not canceled/rescheduled prior to appointment.



**Inspection Policy:** BillMark will inform you by letter, phone call, or email of inspections, visits, or repairs at least 24 hours in advance. Exceptions to this notice:

1. Maintenance emergencies.
2. Exterior inspections (drive by). These inspections are done randomly, and usually do not result in a request for an interior visit to the property. However, if the property shows signs of neglect the manager may stop and discuss the condition of the property with the tenant. The manager will not enter the property without the permission of the tenant.
3. You are permitted to be present, but your presence is not required. You agree to secure any pet(s) for the timeframe of all announced visits, in order to protect against escape of the pet(s) and ensure the safety of the property manager. Inspections are made semi-annually.

### **Yard & Grounds Maintenance:**

If you are responsible for maintaining your yard, upkeep of flower beds, lawn care and maintain other parts of the yard is expected. Additional care should be taken to keep the grounds clean. Please consult the rental agreement for more details.

Property Management is our business, and we believe that the best way to be successful is to give our owners and tenants fair, business-like and courteous services.

BillMark Properties also handle property sales, and we strive to provide the best experience for you, in any type of real estate service we offer.

Please feel free to contact us at any time if you are considering purchasing in the future. We look forward to having you as tenants, and hope you enjoy your new residence.

## **UTILITY SERVICE PROVIDERS**

Please remember to have your utilities transferred over to your name AS SOON AS you sign your lease!

<b>AQUA WATER</b>	<b>1-877-987-2782</b>
<b>SOUTH RIVER ELECTRIC</b>	<b>910-483-1010</b>
<b>DUKE/PROGRESS ENERGY</b>	<b>1-800-452-2777</b>
<b>PUBLIC WORKS (PWC)</b>	<b>910-483-1382</b>
<b>PIEDMONT GAS</b>	<b>1-800-275-6264</b>
<b>LUMBEE RIVER ELECTRIC</b>	<b>910-843-4131</b>
<b>HOKE COUNTY WATER</b>	<b>910-875-6704</b>
<b>HARNETT COUNTY WATER</b>	<b>910-893-7575</b>
<b>CENTURYLINK TELEPHONE</b>	<b>910-864-9011</b>
<b>TIME WARNER CABLE</b>	<b>910-864-3935</b>
<b>SPRING LAKE WATER</b>	<b>910-436-0241</b>
<b>ROBESON COUNTY WATER</b>	<b>910-671-3478</b>
<b>LINDEN TOWN HALL WATER</b>	<b>910-980-0119</b>

**YOU ARE REQUIRED TO HAVE ALL UTILITIES PLACED IN YOUR NAME STARTING ON YOUR DATE OF MOVE IN AND GIVING THE ACCOUNT NUMBERS TO YOUR PROPERTY MANAGER IN ORDER TO RECEIVE KEYS!**

## EMERGENCY PROCEDURES

In the case of a medical, fire, or other emergency situation that could involve immediate peril to you or someone surrounding you always call your local emergency number or **911**.

### Maintenance emergency procedures:

If you experience an emergency situation, please follow the steps outlined below. As a note, if the problem occurs in the middle of the night it is very unlikely, we will be able to dispatch a contractor to the property until the morning, so please try and contain the emergency as best as possible!

- The specific definition of a maintenance emergency is: an issue that is dangerous, hazardous, or if not addressed immediately could cause damage to the property or your personal well-being (e.g., flooding, fire, or gas leak). **If you have any doubt please call!**
- An emergency is not an annoying sound, air conditioning failure, appliance malfunction, drain stoppage and the like. While inconvenient, these are not considered emergencies and will be handled by our office on the following business day.
- If the situation is considered a maintenance emergency and occurs during normal business hours, please call our office and speak with any available property manager if your property manager is not in the office. **DO NOT** leave a voice message or email as it may not be immediately received.

**OUR 24/7 EMERGENCY MAINTENANCE # IS: 910-366-9162  
THIS NUMBER IS TO BE USED FOR EMERGENCIES ONLY!**

Emergency failure check steps  
(Prior to contacting Property Manager):

**Electric Heat**

- ❖ Check the thermostat to see that the controls are set properly
- ❖ Check all the fuses and circuit breakers
- ❖ Check the access panel to the blower compartment to ensure the panel is securely closed
- ❖ Check the filter and ensure has been replaced in the last six months

**Gas Heat**

- ❖ Check the thermostat to see that the controls are set properly
- ❖ Check all the fuses and circuit breakers
- ❖ Check the access panel to the blower compartment to ensure the panel is securely closed
- ❖ Test any other gas appliances to determine if service has been interrupted

**Oil Heat**

- ❖ Make sure the emergency shut off switch is in the “on” position
- ❖ Check oil level in the fuel tank
- ❖ Check thermostat, fuses, circuit breakers and blower compartment panel to ensure normal operation (see above)

\*\*\*In all cases, slightly open an indoor faucet and allow it to drip to prevent freezing until the heating system is operational. \*\*

**Water related issues:**

If water is running onto floors from any appliance, fixture or pipe, close the shut-off valve for the appliance / fixture or shut-off the main valve for the property. If you have a leak **TURN THE WATER OFF!**

**Lights:**

If you have issues with your lights you will need to check/reset your GFI/CGI's BEFORE calling. Please make sure you are familiar with the procedure on how to do this.

## **MAINTAINING FIXTURES and APPLIANCES**

### **Furnace and wall heaters:**

- All tenants are responsible for cleaning or replacing the furnace filter at the beginning of the fall heating season. Problems caused by failure to clean / replace the filter will be the tenant's responsibility.
- Dust can accumulate at furnace vents as well as at fan vents. A small broom brushed across the vent openings will clear away any dust and help the furnace or fan operate efficiently.
- Remember, heat pumps usually do not circulate warm air like gas furnaces do, unless they are run on the "Emergency Heat" setting which activates the resistance heat mechanism.

### **Gas wall heaters:**

- If your residence has a gas wall heater, it is important to turn off the heater when it is not needed. On any gas appliance, new or old, if the pilot light goes out you may detect a gas odor, which should dissipate in a few minutes after airing out the room. If the odor persists call the gas company immediately.

### **Central air conditioning:**

- Air conditioning can only lower the inside temperature 10 or 15 degrees lower than the outside temperature.
- Ensure you are changing the filter every 30 days. Failure to comply can result in charges being assessed to you!

### **Power:**

- If the power goes out in your unit or house, first check to see if the whole area is without power. If it is out in the area, report outage to the local power authority.
- If the power is only out in your house / unit, check the circuit breaker panel. One or more circuits may be tripped and you may see the switches in the off position. If no switch

is off turn each switch off then on to reset the circuits. If this doesn't solve the problem, call your utility company. Only after speaking with them report a maintenance emergency.

### **Drains:**

- **AVOID** letting food and hair get down the drains. Clogged drains caused by hair; grease is the tenant's responsibility. Some dishwashers will clog from food left on the dishes when put in the machine.
- An excellent drain cleaning / clearing solution recipe is: 1 cup salt, 1 cup baking soda, 1 cup vinegar, followed by 8 cups boiling water. We recommend performing this treatment monthly to avoid build-up.
- Hardware stores carry "hair catchers" to place in sink and tub drains that significantly help keep drains free of hair.

### **Garbage disposals:**

- **ALWAYS** run water while the disposal is operating to avoid damage to the unit. Let the water run long enough to grind all the material in the disposal. Then let the water run for 10-15 seconds after turning off the disposal. Learn to recognize the sound the machine makes when completely free of garbage! There is a re-set button on the bottom, and you can also often solve the issue with an Allen wrench inserted in the bottom.
- Disposals are designed to grind up organic items only. Exceptions include: banana peels, artichoke leaves, celery stalks, flower stems, coffee grounds, potato peelings, bones, or any item that is particularly tough. NEVER put paper, plastic, glass, aluminum foil or grease in the disposal.
- If the unit becomes inoperable, ALWAYS be sure to check the power switch first (usually under the sink), then try the reset button (somewhere on the machine) and remove all contents before calling for maintenance. Problems caused by users are the tenant's responsibility.

### **Fireplaces:**

- Please burn only hardwoods in the fireplaces and woodstoves to minimize to buildup of creosote, etc. in the chimney. Creosote build-up is a fire hazard.
- Be sure a fireplace screen is in place when a fire is burning to prevent hot ashes from escaping and burning floor coverings.

### **Plumbing fixtures:**

- If a plumber is sent out and finds items clogging toilets/drains etc. and caused by tenant neglect you will be charged for the repair.
- Many homes and apartments have low-flow toilets. Low-flow toilets tend to clog or back up if too much paper, etc. is flushed. You may need to continue and hold down the handle when flushing to avoid clogs. Tenants must be prepared to plunge the toilet to clear clogs and avoid damage from over-flows.
- Please ensure that you are plunging/ using Drain-O before contacting the office.

### **Water damage:**

- Tenants must take care to avoid water damage caused by allowing water to sit on counters and floors.
- Care must be taken to ensure that shower curtains are inside the tub, and that shower doors are completely closed when taking a shower. Water on tile floors can seep through the grout and cause dry rot on the underlayment and discolor the vinyl. Water can also seep around the edges of linoleum and damage the flooring below. We recommend putting a mat, towel or rug on the floor to step on when exiting the tub or shower. Please be aware that the rubber backed mats can discolor vinyl floors, and the tenant could be charged to replace the floor at move-out.

### **Smoke and CO Detectors:**

- Tenants are responsible for changing batteries in smoke and CO detectors during tenancy. We recommend changing batteries at the beginning and end of daylight savings time.

## ILLEGAL ACTIVITY

Illegal activity is prohibited while renting through BillMark Properties Property Management. Any violations of the below items are cause for eviction. If you see illegal activity at your property that you are uncomfortable with call 911!

1. Tenant any member of the tenant's household, or a guest or other person under the tenant's control shall not engage in criminal activity including drug-related criminal activity, on or near project premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, or use of a controlled substance (as defined in Section 102 of the Controlled Substances Act (21 USC 802)).
2. Tenant, any member of the tenant's household, or a guest or other person under the tenant's control **shall not engage in any act intended to facilitate criminal activity**, including the drug-related criminal activity on or near project premises.
3. Tenant or members of the household **will not permit the dwelling unit to be used for, or to facilitate, any criminal activity, including drug-related criminal activity**, on or near project premises or otherwise.
4. Tenant or members of the household will not engage in the manufacture, sale or distribution of illegal drugs at any location, whether on or near project premises or otherwise.
5. Tenant, any member of the tenant's household, or a guest or any other person under the tenant's control **shall not engage in acts of violence or threats of violence**, including, but not limited to the lawful discharge of firearms, on or near project premises.
6. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY.** A single violation of any of the provisions of this addendum shall be deemed a serious violation and a material noncompliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be preponderance of the evidence. A summons issued on any above violation is grounds for immediate eviction.
7. In case of conflict between the provisions of this addendum and any other provisions of this lease the addendum shall govern.



8. This Lease Addendum is incorporated into the lease executed or renewed this day between agent and tenant.

## **MOVE OUT**

**Move-Out Requirements:** Move out inspections are performed Monday through Friday **ONLY** per the Property Manager's schedule. Please place your keys and any carpet cleaning receipts in a sealed envelope and place them in the drop box marking them clearly with your address and Property Manager's name. Utilities must be on for 3 FULL business days after the last date you are rent responsible. Inspections are only done when the tenant is ready to surrender possession of the property.

All of your possessions, including personal items, must be removed from the property before an inspection can be made. You agree to leave the utilities on for 3 business days (Monday-Friday) after move-out so that the inspection can be done. If the property manager discovers repair and/or maintenance items on the move-out inspection for which you are responsible, appropriate people/companies will be asked to quickly correct tenant deficiencies. You may be held responsible for rent and utilities until the move-out deficiencies are corrected.

### **To Prepare for the move-out inspection, you should do the following:**

1. Remove all personal items and trash from property, storage, and yard.
2. Clean all appliances and replace filters. Refrigerator should be pulled away from wall and the floor area behind cleaned thoroughly, Icemaker should be empty and turned off. Also, clean the refrigerator seals and the entire inside.
3. Clean all cabinets, in and out, including kitchen and bathrooms. Attention should be given to the handles and knobs.
4. Carpets must be professionally steam-cleaned, and receipt of such cleaning must be turned in to BillMark Properties when you turn in the property keys. The carpet cleaning should be done after all house cleaning and other check-out preparations are complete. Should you fail to turn in a receipt, BillMark will have the carpets cleaned and you will be responsible for the expense.
5. Wash all walls carefully. Pay special attention to areas around light switches, hallways, and doorways. This should also include washing wallpaper areas and woodwork.
6. Wash all ceiling fans and light fixtures thoroughly. Light globes should be free of dust and bugs. Replace any burnt-out light bulbs.

7. Clean all windows and secure all windows and screens. Clean all sills, tracks and patio door tracks. Mini blind should be washed and dust free. Any cobwebs should be removed.
8. Clean and disinfect the bathrooms thoroughly.
9. Mow, rake and trim, edge, pull or spray weeds, haul debris from the property. Clean driveways, walkways, gutters, and patios.
10. Remove all animal feces from the property.
11. Repair professionally or have repaired professionally any damage you or your pets have caused.
12. Make arrangements to have your trash/garbage picked up before you discontinue service. You will be charged if we must haul away trash.
13. All floor/ceiling heating/AC vents should be cleaned.
14. Please be reminded that tenants are not authorized to paint any portion of the home without **WRITTEN** consent from your manager. Most marks on the walls can be removed by washing. Any painting required, other than fair wear and tear, will be contracted through the office and performed by a professional painter. If painting is required for any reason other than normal wear and tear you will be responsible for the expense. **DO NOT** patch nail holes, please remove all nails and clean the area.

If the first inspection is not passed the tenant is charged a \$75 re-inspection fee. Should you need any assistance in locating cleaning, repair, or carpet cleaning professionals, please contact us. Thank you for your cooperation.

**PLEASE REMEMBER THAT UTILITIES MUST BE ON DURING FINAL INSPECTION!**

## **CONTACT US**

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