

J & N Executive Properties LLC



Resident Handbook

2413 Stanton Drive
Pierre SD 57501
www.countryviewestates.org

Resident Information Handbook

- I. Introduction/Welcome
 - Management Company
- II. Move-in and Move-Out
 - Security Deposits
 - Rent Payments
 - Utilities and Services
 - Subletting
 - Inspection Summary
 - Vacate Notice
- III. General Information
 - Occupancy
 - Keys and Locks
 - Right of Entry
 - Garages
 - Vehicles/Parking
 - Snow Removal
 - Security System
 - Disturbances
 - Tenant Storage
 - Pets
- IV. Care of apartment/townhouse/house
 - Renters Insurance
 - Drug & Crime Free
 - Decoration
 - Appliances
 - Pest Extermination
 - Floors
 - Carpeting
 - Smoking
 - Plumbing Fixtures
 - Air Conditioning
 - Responsibility Outside of Unit
 - Balconies and Patios
 - Maintenance Requests
 - Miscellaneous

I. WELCOME!

Country View Apartments wishes to welcome you to your new home. We are dedicated to insuring your stay here will be a pleasant and comfortable one.

This booklet was prepared to provide you with useful information concerning your responsibilities as a resident here. Pleasant living depends largely upon cooperation and consideration of you and your neighbors. We would appreciate any suggestions you may have which will help us improve your rental living.

For future references, the present management company is the following:

Management Agent: Country View Apartments
Dave & Connie Johnson
2405 Stanton Ave
Pierre SD 57501
(605)224-8925

OFFICE HOURS

Please feel free to visit or call our office regarding service requests or for assistance. Emergency calls after office hours are answered on (605)224-8925 or (605)280-0355.

II. MOVE-IN AND MOVE-OUT

SECURITY DEPOSIT

A security deposit has been collected from you to insure that the terms of the lease are fulfilled and may be used to repair any damages to the apartment, townhouse or house you are leasing. Carpet cleaning charge will be withheld from the damage/cleaning deposit at the time of move-out. Your security deposit will be returned to you if you:

1. Fulfill the terms on your lease.

2. Give proper 30-day vacate notice by the first day of the month for the end of that month.
3. Leave the apartment clean and in the same condition you received it, less normal wear and tear.
4. Return all keys to the office.
5. Leave a valid forwarding address with the Management Agent.

RENT PAYMENTS

The rent is due and payable on the first day of each month. Payment must be in the form of auto deposit, a personal check, cashier's check, or money order ONLY. Cash will NOT be accepted. You must notify Management immediately if you foresee some unusual circumstance arising which may prevent you from paying your rent on time.

Management will help you establish a reasonable date upon which the rent must be paid. If the rent is not paid on or before said date, including the late fee if applicable, the appropriate legal action will be initiated, unless prior WRITTEN approval has been obtained. Rent payments not received by the first of the month are delinquent, which is in violation of the lease and constitutes grounds for eviction. Residents who pay by a personal check which is returned for non-sufficient funds (NSF) must pay a NSF check fee, plus any applicable late fee. Future rent will only be accepted by money order. Please refer to your lease for explanation of your late charges and NSF charges.

UTILITIES AND SERVICES

Tenant will be responsible for all utilities and services required on the Premises, except that Landlord will provide the following: Garbage, water, sewer and water softener.

SUBLETTING

The Premises will be occupied and used only as a private dwelling by all adults and minors listed on the lease. Tenant agrees that no subletting without the prior written consent of the Landlord.

Tenant expressly covenants that it shall not assign or sublease any

interest in this Lease without prior written consent of the Landlord, which consent shall not be unreasonably withheld. Any assignment or sublease without Landlord's written prior consent shall, at Landlord's option, terminate this Lease.

APARTMENT INSPECTION REPORTS

Just prior to your moving in, or immediately following, both you and the Manager, or designate, will inspect the unit you are to occupy. The purpose of this inspection is to establish a written record of the condition of the unit at the time of your move-in. After the inspection form has been completed, you and the Manager will sign it. A copy will be returned to you and the original will be retained by Management until your move-out. Another inspection will be conducted when you vacate the unit. These "before" and "after" inspections are designed to help eliminate any misunderstandings. The primary reason for the annual inspections is to insure that both the Resident and Management Agent are fulfilling their responsibilities.

LEASE SUMMARY

The lease is a legal contract binding both you, as the Resident, and the Owner/Agent to specific terms and conditions. The lease will automatically continue on a month-to-month basis at the end of the original lease term unless properly terminated by either party to the lease agreement. We highly recommend that you read the lease thoroughly and ask questions about anything which you do not fully understand. This Resident Handbook, which accompanies your lease, contains information regarding your responsibilities and obligations as a Resident of this property. These guidelines were not designated to restrict your activities, but rather to protect your privacy and provide equal opportunity for all to enjoy their unit and amenities in a community setting. Any violations of the lease or guidelines in this handbook could be cause for termination of the lease.

VACATE NOTICE

Your lease agreement requires that you give Management a minimum of thirty (30) days written notice, prior to the date you intend to terminate your lease and vacate the rental unit. The date of termination must always coincide with the last day of any given month; therefore, Management

must receive written notice prior to the first day of the month to the move out.

Example, if you wish to vacate on the 31st of July, Management must receive written notice on or before July 1. This written notice must be given at the management office to permit us to re-rent the unit in a timely manner. If you plan to move out, but have not established a definite date, please contact Management, and let them know of your intentions. This will in no way jeopardize your occupancy and will be most helpful. Remember, when moving out to:

1. Clean your rental unit thoroughly.
2. Pay all rent and other charges which may be outstanding. Withholding the last month's rent from the security deposit is not acceptable.
3. Turn in all keys, handbooks, and garage openers to the office.
4. Sign the unit inspection sheet and leave a complete forwarding address with Management.
5. Notify the telephone company and the utility companies that you are moving.
6. Notify the Post Office regarding your change of address.

III. GENERAL INFORMATION

OCCUPANCY

You are required to identify and register all persons who live in your unit. Only those residents named on your application and lease are permitted to occupy your rental unit. Residents are allowed to have guest(s) for brief visits. Guest(s) who stay longer than two weeks, or fourteen (14) consecutive days shall be considered permanent occupants and must vacate the premises or be added to the lease after being approved by Management. Failure of the guest(s) to vacate the unit or be added to the lease agreement is a violation of the lease and could result in termination

of the lease agreement. Your completed application form is made a part of your lease. If the application is found to contain false or misleading information, we have the right to terminate your lease and repossess the unit.

Our occupancy standards for all multi-housing units are 2 household members per bedroom.

KEYS AND LOCKS

You will be furnished with at least one key to your rental unit. These keys must not be given to relatives or friends without the approval of management. Residents are prohibited from altering or installing new locks on their doors. If you request a new lock to be installed you will be responsible for paying for these changes. Please be careful not to lose or misplace your key. If you should require a duplicate key, it may be purchased at the management office. If you do lock yourself out of the unit during office hours, maintenance or office personnel will let you in your unit. If the lock-out occurs after office hours, you may call the office emergency number listed in the manual and a staff person will assist you. After office hours there will be a \$10.00 charge for this service. All keys must be returned to the office upon vacating your rental unit.

RIGHT OF ENTRY

Management reserves the right to enter your rental unit at reasonable hours to inspect the unit, perform required maintenance or in the case of an emergency to protect the property. Every effort will be made to notify you in advance of the date and time in accordance with the lease. We do reserve the right to show the unit to prospective tenants during the last thirty (30) days of the lease or move-out month. In addition, we have the right to make required repairs to the rental unit during the last ten (10) days of the lease or move-out month.

GARAGE

Each unit shall be entitled to use one (1) parking space in the parking garage for their motor vehicle. Residents must exercise extreme caution whenever they depart from the garage area.

VEHICLES/PARKING

All cars must be registered at the management office. Parking is permitted only in designated areas and violators will have their cars towed at their expense. All cars must be operational and moved periodically. Expired license plates indicate a “stored” condition and such vehicles will also be towed at the owner’s expense. Residents are not permitted to perform any repairs or maintenance work on their cars on the property. Residents and their guests must exercise extreme caution whenever they depart from the parking area.

SNOW REMOVAL

Snow removal can often be a problem in the winter months. We request your cooperation in moving your car(s) in order to clean the parking lot.

If able, Management will notify you about the approximate time when snow removal efforts will be underway. At all times the front of your car bumper should be parked away from the curb. If you live in an apartment with a patio, you are responsible to remove the snow from the patio to the main sidewalk. If you live in a townhouse, you are responsible for removing the snow from your entrance door to the main sidewalk. If you live in a house, you are responsible for removing the snow from the sidewalk and driveway.

SECURITY SYSTEM

Tenant understands that Landlord does not provide any security alarm system or other security for Tenant or the Premises. In the event any alarm system is provided, Tenant understands that such alarm system is not warranted to be complete in all respects or to be sufficient to protect Tenant or the Premises. Tenant releases Landlord from any loss, damage, claim or injury resulting from the failure of any alarm system, security or from the lack of any alarm system or security.

DISTURBANCES

We encourage social gatherings, but not at the expense of other Residents in the community. You are responsible for the actions of your guests while on the premises. Boisterous or obscene behavior or drunkenness will not be tolerated. No alcoholic beverages are allowed

outside of your rental unit, except on the patio/deck area, if applicable. All TV's, radios, stereos, etc. must be turned down low by 10:00 PM to avoid disturbing the other residents. Continued violation of your neighbor's right to "quiet enjoyment" is a violation of your lease agreement and could result in termination of the lease. Please be concerned for your neighbor's right to "quiet enjoyment" of their home.

TENANT STORAGE

If storage areas are provided for your use at the property, it is your responsibility to maintain the space and keep it locked at all times. In addition, Residents agree not to store flammable liquids or materials, or any other item that may potentially hazardous to the other Residents in the complex.

PETS

NO PETS WILL BE ALLOWED ON THE PREMISES. VISITING PETS ARE NEVER ALLOWED ON THE PROPERTY. Please inform your guests that this rule also applies when they visit you in your home.

The housing of pets will cause penalty and the cost of cleaning and damages, payable immediately and in addition could be cause for termination by Owner of Resident's right of occupancy and/or suit for damages.

IV. CARE OF THE APARTMENT/TOWNHOUSE/HOUSE

The following section discusses the care and maintenance of your apartment, townhouse or house.

RENTERS INSURANCE

As a renter YOU are responsible for obtaining your own Personal Property and Liability Insurance. We are NOT responsible for any damage or loss of your personal property, or personal injury to you, your family or guest(s) unless caused by our negligence or willful misconduct. Landlord will not be responsible for any loss of Tenant's property, whether by theft, fire, riots, strikes, acts of God or otherwise. Therefore, we **STRONGLY RECOMMEND** that you contact your insurance agent regarding "Renter's Insurance" or similar coverage to provide you with the necessary personal

property and liability protection. All Residents with waterbeds are required to provide proof of Renter's Insurance annually.

DRUG & CRIME FREE HOUSING

Any resident or guest participating in drug or criminal activities will be subject to eviction.

No Criminal/Unlawful Activity. The Tenant agrees that the tenant and members of the household must not engage in or permit:

Any criminal activity, including drug-related criminal activity, whether in the unit or elsewhere on or near the premises; or any other unlawful activity in the unit or elsewhere on or near the premises.

Tenant Responsible for Household and Guests. With respect to unlawful or criminal activity including drug-related criminal activity, the tenant acknowledges responsibility for the actions of himself/herself, all individuals listed on the lease, and guests while said individuals are within the confines of the Tenant's apartment or on the premises.

Definition. The Tenant acknowledges that drug-related criminal activity includes but is not limited to:

Possession, usage, distribution, transportation, sale, manufacture, or storage of illegal drugs and/or drug paraphernalia; or Conviction of violating any state or federal laws relating to illegal drugs and/or drug paraphernalia.

DECORATION

Your rental unit is your home and we want you to be comfortable. Often Residents want to improve their unit by painting, and/or installing wallpaper or a new floor covering. Country View has specific policies regarding such improvements. Therefore, please contact Management to discuss your plans BEFORE you proceed with such improvements. Tenant agrees that no painting will be done on or about the Premises without the prior written consent of Landlord. All materials must be removable and any damage to

the rental unit or furnishings beyond normal “wear and tear” will be charged to the Resident.

APPLIANCES

Report to the office any need for repairs to the appliances. However, before requesting services, please check to see that:

1. The cord is firmly plugged into the wall outlet.
2. The fuse has not blown or circuit breakers tripped.
3. The controls are set properly.

Ranges must be cleaned frequently to prevent spilled food from becoming “baked on” and to avoid a build up of grease which may create a fire hazard. The exhaust fan filter should be cleaned regularly in warm soapy water.

Refrigerators, which are not frost free, must be defrosted when frost gets 1/4 inch thick for efficient operation. To defrost, remove the contents from the freezer, turn the control knob to “defrost” or “off”, and place a warm pan of water in the freezer compartment. Never use scrapers, ice-picks, or knives or remove frost build-up. Clean the food compartment with warm soapy water.

If your rental unit has a washer and dryer, they are for resident use only. Please no dyeing of clothes for this causes stains to tub. For rugs and large comforts, consider alternate modes such as a laundry mat or dry cleaners.

Washer manufacturers recommend that only HE detergents be use in their front-load and high-efficiency washers.



Please be careful not to overload the dishwasher. In addition, only use dishwasher detergent products. Always pre-rinse your soiled dishes to remove food particles which may jam the dishwasher.

Use and care manuals, if available, should be consulted when operating the appliances. Any damages to appliances caused by misuse by Resident will be charged to the Resident.

PEST EXTERMINATION

If you notice evidence of mice or insect pests in the building, please report this to the office immediately. The presence of pests in the building is sometimes unavoidable because even the best housekeepers cannot always prevent their appearance. The sooner they are reported, the sooner the problem can be solved. To protect your property, follow the instructions you receive from the office. You may have to remove all the articles from closets and cupboards before exterminators visit for insect infestation, but this is generally not required for rodent extermination. For effective extermination, it is often necessary to treat all units surrounding the problem area. We will expect you to cooperate fully with our extermination effort even if your unit does not seem to be affected.

Rodents and insects are generally attracted by garbage. The easiest way to discourage such pests is by keeping garbage out of their reach. Always enclose your garbage in plastic bags that are secured tightly and make sure that it is deposited into the dumpsters daily. Do not allow garbage to accumulate in the unit.

FLOORS

Linoleum or tile floors may be wiped clean with a cloth or sponge mop and mild soapy water. Please use mild soaps and waxes. Do not use strong abrasive products as they can severely damage the floor.

CARPETING

Carpeting should be vacuumed frequently to prevent a build-up of dirt. Steam cleaning is recommended annually. Carpet cleaning charge will be withheld from the damage/cleaning deposit at the time of move-out.

SMOKING POLICY

Tenant agrees and acknowledges that the property has been designated as a smoke-free living environment and tenant and members of Tenant's household shall not smoke tobacco products in these areas, nor shall Tenant permit any guest or visitor under the control of Tenant to do so. Smoking of tobacco products is prohibited on the entire property, including individual units, common areas, every building and adjoining grounds.

PLUMBING FIXTURES

Care should be taken to prevent chipping or staining enamel or porcelain fixtures. Never use abrasive cleaners for they can permanently damage or scratch fixtures. Always use mild non-abrasive cleaners and clean frequently to avoid a build-up of deposits. Foreign objects and sanitary protection items should never be flushed down the toilet. Residents will be responsible for paying any bills associated with repairs or damages caused by this.

AIR CONDITIONING AND HEATING

The heating systems vary from property to property, therefore, you should contact Management for specific instructions as to its proper use. If you expect to be gone for several days, turn your thermostat down, but NOT off, and notify Management of your plans. For maximum efficiency of your heating system, do not place furniture in front of, or store belongings in front of the heat registers, or base board heating units. Keep all windows and doors closed. If you feel you are not receiving sufficient heat, contact management. Except for replacing furnace filters, Residents must never attempt to repair or adjust heating equipment. Some furnace filters are permanent and need to be rinsed off periodically and allowed to air dry before replacing.

RESPONSIBILITY OUTSIDE OF UNIT

All Residents are responsible for the neatness of their yard area directly adjacent to their unit in both front and back yard, including the patio. Please see to it that toys, litter and misc items are picked up. Those with younger children, please see that their toys are picked up from the property grounds each evening and put in the unit. Please do not use your patio for storage of cans or garbage, or items normally kept inside, such as upholstered furniture and clothing. Only items such as outdoor furniture should be kept there. Also remind all individuals living in your unit not to pull, hang, or pick flowers or branches from the trees, and to keep the sand in the respective area.

Individuals should not throw things on the roof or up against the wall such as balls, toys, etc. Please encourage all members of your household not to litter. Sidewalks must be kept free of bikes, toys and other items so that they can be properly maintained. Outside lights and electrical outlets are

not to be tampered with or abused. Individuals are not to write on the walls with pencils, crayons, etc.

BALCONIES AND PATIOS

Your balcony or patio is a special part of your apartment. We ask that you do not use your balcony/patio for storage or as a clothesline for drying towels, etc. The management reserves the right to request a resident to remove certain items.

MAINTENANCE AND REPAIRS

Please report any problems promptly to reduce your inconvenience and lower operating costs. We will make every effort to complete the necessary repairs within 48 hours. You are responsible for any damages done to your rental unit and will be charged the cost to restore the unit to its original condition.

Tenant will, at Tenant's sole expense, keep and maintain the Premises in good, clean and sanitary condition and repair during the term of this Lease and any renewal thereof. Tenant shall be responsible to make all repairs to the Premises and fixtures that may have been damaged by Tenant's misuse, waste or neglect, or that of the Tenant's family, agent or visitor. Tenant agrees that no painting will be done on or about the Premises without the prior written consent of Landlord. Tenant shall promptly notify Landlord of any damage, defect or destruction of the Premises, or in the event of the failure of any of the appliances or equipment. Landlord will use his best efforts to repair or replace any such damaged or defective area, appliance or equipment.

MISCELLANEOUS

Your rental unit is your home, please treat it as such. We want and need your cooperation in maintaining this property. We request your cooperation in assisting us in maintaining the appearance of the property by abiding by the following guidelines:

1. Windows coverings should be attractive and consistent with the surroundings. Bed sheets, pillow cases, blankets and aluminum foil are not acceptable window coverings. Residents are also

prohibited from installing plastic or poly on the outside of their windows and doors during the winter months.

2. Please maintain your patio and avoid using it for storing personal property and belongings. Barbecuing is permitted and must be done cautiously to protect people and buildings.
3. Personal items, including rugs, are never to be stored or left temporarily in the hallways or any other building common area.
4. Signs, advertisements, notices, and the like are prohibited outside of your rental unit unless you have received prior written approval from Management.
5. Residents are not permitted to install permanent fixtures such as awnings, radio, and TV antennas outside of their rental units.
6. Residents may not install any antennas, including “satellite dishes” or “mini-satellite dishes”, upon either the interior or exterior of the building, including windows and balconies.
7. Any expense incurred by Management as a result of mistreatment or abuse of the unit, common areas, or buildings will be assessed against the Resident responsible.
8. Please be sure that your garbage is in a plastic bag and securely fastened prior to being placed in the trash containers. Under no circumstances are you permitted to set trash outside your unit.
9. Bikes need to be kept in bike racks, if available, and not on the grass or up against the buildings. Riding toys, wagons, etc. need to be brought inside your unit.

This is your home; we want you to be proud of it!!

2413 Stanton Drive
Pierre SD 57501



www.countryviewestates.org