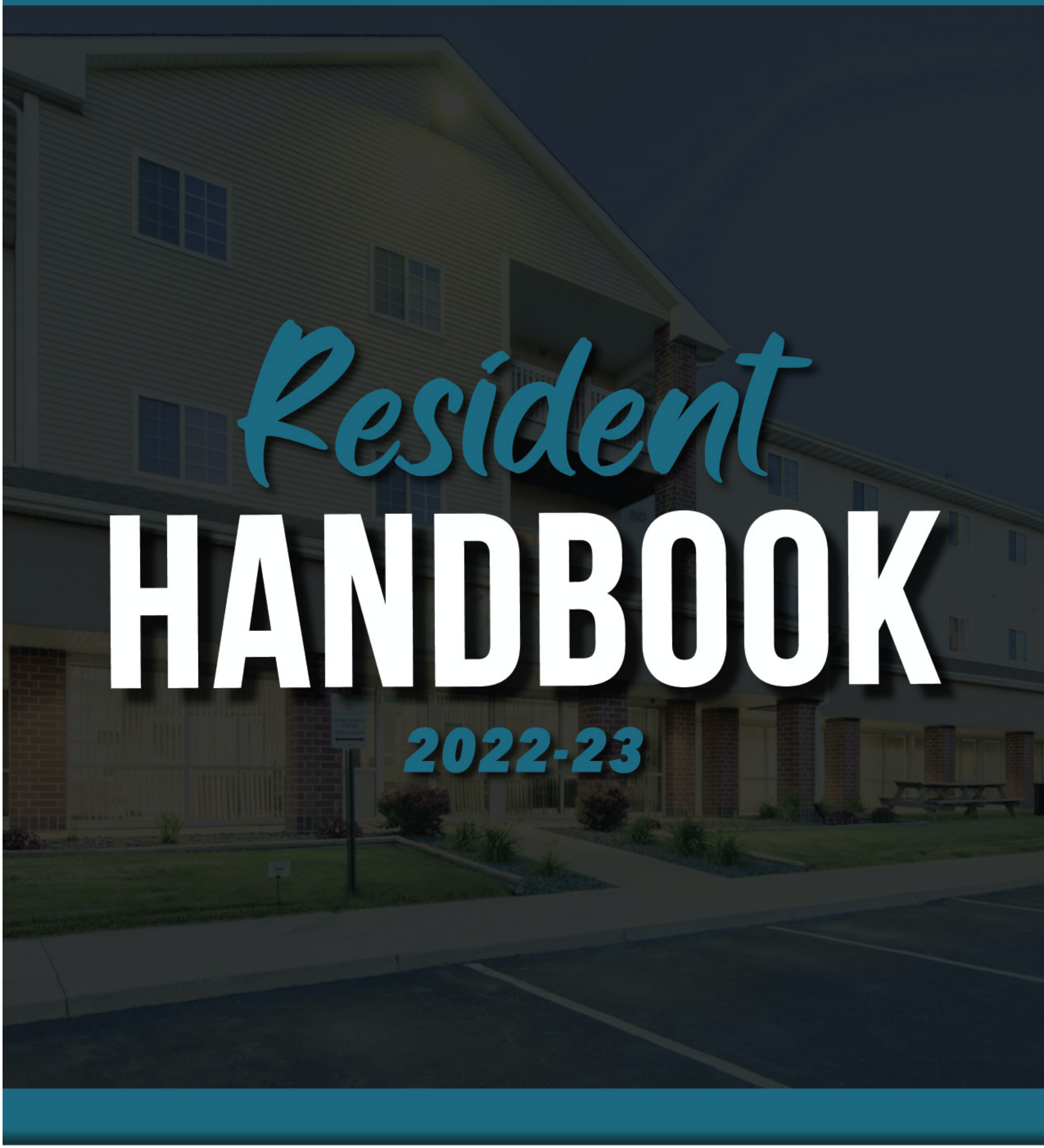

Resident HANDBOOK

2022-23

SOUTH DUFF

Ames, IA

Managed by Tailwind Group

Contents

Payment **2**

Rent *2*

Utilities – Management Billed *2*

Eviction *2*

Renter's Insurance **3**

Package Release **3**

Resident's Rules & Regulations **4**

Amenities *4*

Smoking *4*

Parking *4*

Bicycles *5*

Housekeeping Violations *5*

Garbage *5*

Grills/Open Flames *6*

Guests *6*

Alterations to Unit *6*

Heat in Unit *6*

Storage- Utility Rooms/Basements/Common Areas *6*

Safety **7**

Controlled Access Systems *7*

Lock Outs *7*

Firearms *7*

Lease Violations **7**

Disturbances *7*

Pets *8*

Crime- Free, Drug-Free Housing *8*

Maintenance/Repairs **8**

Damages *9*

Lawn Care/Snow Removal *9*

Smoke/CO Detectors & Fire Extinguishers *9*

Garbage Disposals *9*

Inspections *9*

Exterminating *9*

Payment

Rent

Rent is calculated in equal installments. It is not pro-rated or based upon when you move in or move out. All rent is due the first day of each month. Refer to your lease contract for monthly installment amount.

***Online Payments Required*. Credit card, debit card, or check (ACH) is accepted online. Please make payments on your online portal. Cash, personal checks, cashiers' checks, or money order payments are not accepted.**

Visit the website for your property and click on Current Residents and sign into the Online Portal.
***** Transaction fees (up to 3.5%) may apply. Sign up for automatic recurring ACH withdrawal from an authorized checking/savings account to eliminate all transaction fees. *****

Payments received after the due date, as indicated in your lease, will incur a late fee. Accounts delinquent more than one (1) month's rent may be required to set up automatic recurring payment via ACH or credit card for the duration of the lease contract.

All returned payments (NSF or other reason) will incur a penalty as indicated in your lease and the attached fee schedule. Should we receive two (2) returned payments from any one individual, we may require all future payment by credit card, cashier's check, or money order.

Utilities – Management Billed

If applicable at your property, Utilities will be billed to residents via SimpleBills. Payment is due on the date assigned by SimpleBills. You will be charged a service fee, of up to **$9.00 per month**, which may be billed annually, at our option, for SimpleBills services. Please see the attached fee schedule for your monthly or annual cost.

SimpleBills is a utility billing service for roommates that manages the splitting of utility bills, receiving payment and paying the monthly utility bill.

Residents are required to establish an account with SimpleBills, and they will pay their utility portion directly to SimpleBills.

If you have not signed up for an account with SimpleBills, contact your Property Manager to get an account set up.

If you already have an account set up with SimpleBills but have not received a bill or if you have questions about your bill, please contact SimpleBills at info@SimpleBills.com or (254)230-0199. Customer service representatives are available 7:00 am – 7:00 pm CT, 7 days a week (closed for holidays). Residents can also access FAQs, self-help articles, and chat live via their website, www.SimpleBills.com.

If your property does not utilize SimpleBills billing, you are responsible for opening and closing an account for utilities with the respective service provider.

Eviction

If rent is not received by the due date as listed on your lease, Management may begin the eviction process. Management will seek to collect all rent, late charges, and all other additional fees and costs as allowed by law.

Renter's Insurance

Important: Your personal property and liability is not protected under the Management Company or Owner's insurance policy.

Many residents are unaware that insurance policies held by the Management Company and/or Owners on the property do not protect them or their personal belongings or the liability of themselves or their guests. The policy that Management requires when you sign the lease does not cover your personal property.

Management requires a ***personal liability policy.*** Personal liability happens when there is an accident that results in injury to you or property damage for which you are responsible. The required policy protects you in this type of situation.

Personal property (for example, your computer, phone, clothes, etc.) losses have and may occur due to fire, power outages, wind, water damage, theft, and vandalism, etc. Many residents have been held liable because of the actions of their guests or children. Failure to carry renter's insurance can result in liability being held against you.

To fully protect yourself, it is ***highly recommended, and you are strongly encouraged*** to get a renter's insurance policy for your personal property. If you are already carrying auto insurance, adding a renter's insurance policy with most insurance companies is easy and it is not very expensive in most cases. If you need assistance in obtaining this policy, contact Management for options available to you at a low cost.

Package Release

For communities that do accept packages on behalf of its Residents:
Resident(s) authorizes Management to accept, on their behalf, any package delivered to our on-site management office during normal business hours, including but not limited to any package delivered by the US Postal Service or by any private courier service or individual. Resident(s) understand and agree that Management may refuse to accept any package, in our sole discretion, for reasons that include, but are not limited to, the following: the package (1) contains perishable items; (2) poses a danger to any person or property; or (3) is a size and or/weight that we are either unable or unwilling to store or maintain for any period. Management will not be held responsible for any lost or stolen packages.

Duty of Care and Time Limitation. Resident(s) understand and agree that Management has no duty to notify you of our receipt of the package, nor do we have any duty to maintain, protect or deliver said package to you, nor do we have any duty to make said package available to you after our normal business hours.

Packages that have not been claimed within 3 business days after our receipt of the package will incur storage fees of $10 per day until day 10. After 10 days, the package will be considered abandoned and Management may immediately, without notice, return the package to its original sender. Resident will remain liable for the storage fees incurred.

For communities that do not accept packages on behalf of its Residents:
Resident(s) may opt to utilize the third-party package delivery lockers available on site. Resident(s) agree the service is available as an additional amenity and may include registration/user fees payable to the third-party vendor if they elect to utilize the service. Resident(s) are not required to

utilize this service and may choose to pick up packages at the respective courier pick up location. Management will not be held responsible for any lost or stolen packages.

Resident(s) electing to utilize the third-party package deliver lockers, authorize Management to accept oversized items not fitting within the delivery lockers.

Resident's Rules & Regulations

Unless otherwise indicated any violation to the following rules and regulations and/or items detailed in the lease contract may result in fines imposed by Management at Management's discretion and/or eviction.

Amenities

Residents will be held liable for their actions, or their guest's actions, and resident will be responsible for damage caused to common areas and amenities. More information can be found in the Amenities Addendum.

Smoking

All buildings and units are smoke free. Smoking indoors is prohibited. Smoking indoors leaves smells and stains on walls, ceiling, carpets, and window coverings that are difficult to remove. All residents and guests must smoke outside and dispose of cigarette butts properly.

Parking

All vehicles, including motorcycles, scooters, and mopeds, must be registered with Management. Only one (1) vehicle per licensed Resident is allowed. Any vehicle not registered with Management will be considered abandoned, or in violation of the Lease, this Addendum, or the Community Rules, and in the sole judgment of Management, will be towed at the vehicle owner's expense. Notwithstanding this, any vehicle illegally parked in a fire lane, designated no parking space, or handicapped space, or blocking an entrance, exit, driveway, dumpster, or parked illegally in a designated parking space, will immediately be towed, without notice, at the vehicle owner's expense.

Parking is for resident use only. Parking is available first come, first serve. Guests should use on street parking if available. There is no overnight guest parking permitted in off street parking areas.

Residents are responsible for learning and following City ordinances pertaining to on street parking regulation. Management is not responsible for any charges incurred by residents due to parking in unauthorized and/or restricted parking areas.

Management may provide each resident with one parking pass. Residents will be charged for replacement passes. Residents are required to place the parking pass in their vehicle in a visible location and it must always be visible.

If designated motorcycle parking is identified, all motorcycles and scooters are only permitted in the area(s) identified. Motorcycles, scooters, mopeds, and other vehicles are not permitted inside units, including porches, patios, and decks at any time.

Parking of trailers, large trucks, recreational vehicles, trailers, boats, campers, or inoperable vehicles is prohibited without prior written permission of Management.

Residents are required to move vehicles as requested by Management for snow removal and other reasons as deemed necessary for operation and maintenance of the property.

The washing of vehicles is not permitted on the property unless specifically allowed in a designated area. Any on property repairs and/or maintenance of any vehicle must be with the prior written permission of the Management.

Bicycles

Bicycles must be stored in designated areas only. Bicycles are not permitted on porches, patios, balconies, hallways, light posts, street signs, trees, fences, within units, etc.

Resident(s) are responsible for providing methods for securing the bicycle in the designated areas. Management will not be liable for any damage or theft.

Bicycles found in unauthorized locations or deemed abandoned will be confiscated by Management. Owners may claim their bicycle by providing a detailed description of the bicycle and paying the associated fine.

Housekeeping Violations

Residents are responsible for keeping the exterior of their unit and the area around their unit free of debris and garbage. Failure to maintain the area properly (solely determinative by Management) is considered a nuisance and a violation of the lease contract. No furniture, other than patio furniture specifically designed for outdoor use, is allowed outside.

Drapes or shades installed by Resident, when allowed, must be lined in white and present a uniform exterior appearance. Sheets, towels, posters, reflective shades or other "non-window" covering is prohibited.

Balconies and patios shall always be kept neat and clean. Only outdoor furniture is allowed. No rugs, towels, laundry, clothing, appliances, or other items shall be stored, hung, or draped on railings or other portions of balconies or patios.

Residents shall not display any signs, exterior lights, or markings on dwellings. No awnings or other projections shall be attached to the outside of the building.

At certain times during the term of you lease, Management will inspect your rental unit for upkeep and condition of both the exterior and interior of your Unit.

If it is determined the unit is being kept in an unacceptable sanitary state and/or being abused beyond normal wear and tear, you will receive a notice of a housekeeping violation. It will be your responsibility to clean, repair, and replace items as outlined in the notice, this may include pest removal costs.

Garbage

Garbage must be promptly removed from units and placed in the designated containers. Residents are responsible for proper disposal of any item not accepted in the central containers or trash compactors.

Trash Compactors – Residents are responsible for following the proper operation procedures as posted. If the trash compactor is inoperable or becomes damaged, please notify Management immediately. **Do not throw trash on top of the compactor.** The following items cannot be placed

or disposed of in the compactor or compactor area: large electronics, furniture, tires, metal, fluorescent light bulbs, or paint.

For communities that do have trash valet service:
Resident(s) must place all trash in the Valet Waste container provided to each unit. Valet container must be placed within the designated area and times for collection (detailed information provided at Move-In). Any items that do not fit within the designated Valet Waste container must be disposed of by Resident. Valet Waste containers not set out at the designated time or in the designated area will not be collected. Resident shall be responsible for disposal and there shall be no discount to monthly fees, if applicable. Any trash left in the common areas shall be subject to trash violation fees.

For communities that do not have trash valet service:
Resident(s) are responsible for placing all trash within the designated containers located on the property. Any trash left in the common areas, yards, porches, patios, and the like shall be subject to trash violation fees.

Grills/Open Flames

Residents are prohibited from keeping and using any fire pits, charcoal grills, gas grills or open flames devices in or around the rental unit, including balconies, patios, and outdoor space unless they have been provided by Management for resident use in common spaces. Prohibited grills, fire pits or open flame devices will be confiscated, and residents may be subject to fines. If damage to the property occurs due to failure to follow this regulation, the user will be responsible for any costs associated with repairing the damage and restoring the property.

Guests

Residents are liable for the actions of their guests. Limit the number of guests to your home and immediately ask guests to leave the premises if they become unruly. Management reserves the right to limit the number of guests within a complex or unit at any time. Occasional overnight guests are permitted; however, any guest remaining in the unit for more than 48 hours must be reported to Management. Guests staying longer than 48 hours may be considered an Unauthorized Occupant resulting in fines and possible eviction for violation of lease terms.

Alterations to Unit

Residents are not allowed to make any alterations to the unit without prior written permission of Management. This includes alterations to the paint or wallpaper, structural changes, or flooring alterations. Do not remove any fixtures or furnishings supplied by Management.

Heat in Unit

Residents are responsible for keeping the heat set to a level to prevent freezing of pipes. Keep heat at a minimum of 55 degrees. All residents are responsible to keep all entrance doors to common areas, hallways, and stairways closed to prevent freezing of pipes. Resident will be responsible for the cost of any repairs deemed results of resident's actions.

Storage- Utility Rooms/Basements/Common Areas

Units that have direct access to their utility room are prohibited from storing anything within 5 feet of your furnace. There needs to be enough space to access equipment on all sides to allow a serviceperson to perform maintenance and repairs.

Any obstructions that interfere with service and maintenance as well as the efficient operation of your equipment are not allowed. Remember to keep all flammable/combustible products a further distance away.

Safety

Landlord and Management do not provide, guarantee, or warrant security. We do not represent that your apartment or house or townhome or rental community itself is safe from criminal or wrongful activities by other residents, their guests or third parties. Each resident must be responsible for his/her own personal security and that of their household, children, guests, and property. Residents are always encouraged to keep unit doors locked. Keep windows, especially ground floor windows, locked to keep intruders from gaining easy access to the unit.

Doors to buildings may not be propped open or left open for any period and is prohibited as this allows access to the buildings by unauthorized persons, animals, rodents, or pests and is a waste of utilities.

If you observe suspicious activity or potentially unsafe conditions, please notify Management. If illegal or immediately dangerous or unsafe conditions are observed, call 911. Remember; please call the police and 911 first if trouble occurs, or if a potential crime is suspected.

Controlled Access Systems

Some properties have a controlled access system. No person is permitted to enter the community and/or buildings unless that person has a key as an authorized resident or leaseholder or is admitted as the guest of another resident. It is resident responsibility to verify only invited persons are permitted in the community and/or buildings. Admitting any person that is not your invited guest is a violation of this rule.

The controlled access systems in place require the full cooperation of all residents to prevent unauthorized persons into the community and/or buildings. It is a violation of the lease and rules to allow any person who is not a leaseholder to have a key or other access materials to the community, buildings, or your unit.

Lock Outs

Residents are advised to seek assistance from a roommate first. Management will try to accommodate and assist during a lockout if Resident is unable to get assistance from a roommate. Residents will be required to provide proof of identity to confirm the unit requesting access is their own and may be charged a fee for the service. Any call for a lockout, which occurs after office hours, will result in a fee charged to the Resident.

Firearms

Except for law enforcement officers, Management prohibits all guns and firearms in all common areas and offices. All firearms kept in the unit must be secured in a locked cabinet or case. Management reserves the right to prohibit firearms from the property as allowed by law.

Lease Violations

Unless otherwise indicated any violation to the following rules and regulations and/or items detailed in the lease contract may result in fines imposed by Management at Management's discretion and/or eviction. See Section 11 for fines and amounts.

Disturbances

Management reserves the right to enforce and/or act against units responsible for disturbance calls and it is critical that you respect your neighbors' use and enjoyment of their property. Disturbances can include, but not be limited to noise, party, smell, or animal. Residents are also responsible for the actions of their guests. You may be penalized for disturbances, including a fine pursuant to the Fee Schedule.

The following fines may be charged for violation of your lease contract if reoccurring, excessive disturbance calls occur for your unit and a citation is issued by law enforcement for a disturbance; or law enforcement officials visit the unit for any disturbance reports not resulting in a citation. See Fee Schedule for all applicable fees. Violations of this section may also result in the commencement of eviction proceedings.

Pets

Pets (any mammal, reptile, insect, or fish) are not allowed on the premises (including visiting pets) unless approved by Management in writing. Residents found to with unapproved pets on the premises will be fined. Residents approved to have a pet must agree to pay an additional non-refundable pet fee and monthly pet rent. *Please see animal addendum for more information.*

Crime- Free, Drug-Free Housing

Residents, or any members of residents household or a guest or other person under the resident's control shall not (1) engage in any act in illegal activity, including drug-related illegal activity; (2) engage in any act intended to facilitate illegal activity; (3) permit the dwelling to be used for, or facilitate illegal activity; (4) manufacture, sell, distribute, or possess illegal drugs (or an amount which constitutes possession as illegal); and (5) engage in acts of violence or threats of violence on or near the premises.

If Resident, a member of Resident's household, or any other person under Resident's control manufactures, delivers, possesses with intent to deliver, or possesses a controlled substance on the Premises, the Lease Contract shall be subject to termination as per the Lease Contract. If Resident, a member of Resident's household, or any other person under Resident's control causes or has threatened to cause physical injury to an individual on the Premises or other Property owned by Landlord, the Lease Contract shall be subject to termination as per the Lease Contract.

Maintenance/Repairs

Non-emergency requests (items not posing immediate damage to the property or residents) must be submitted via the Online Portal. Visit the website for your property and click on Current Residents and sign into the Online Portal.

Emergency requests (toilet overflowing, water leaking, other items causing immediate damage to property or residents) should be reported immediately to Management by a phone call to the emergency line.

All maintenance requests will be evaluated and handled in a timely manner. There are three types of maintenance problems:

1) **Emergencies** requires immediate action, as the issue poses an immediate threat to the health and safety of the resident(s) – i.e., gas leak, flooding, defective furnace, major roof damage.

2) **Major problems** affect the quality of residential environment, but not to the degree that life of the resident(s) is immediately endangered. These issues are handled as soon as possible, and are not treated as emergent in nature, but addressed as soon as needed– i.e., defective water heater, clogged drain, or heating problem in part of a house.

3) **Minor problems** fall into the nuisance category typically handled in the order they are received– i.e., defective lighting, locks, dripping faucets, household pests. Residents will be billed for any cost to repair or replace anything that is determined to result from neglect of the resident or their guest.

Damages

Damages caused by residents, or their guests are the responsibility of the residents. Management will bill the resident for the cost of the repair, labor, and parts as additional rent owed.

Lawn Care/Snow Removal

Management may provide lawn care and snow removal for the rental unit. Residents are responsible for maintaining the yard free of garbage, debris, waste, and/or other items possibly resulting in a nuisance as defined by City Code. Residents are responsible to follow all street and parking lot snow removal procedures. Failure to do so may result in tow charge at owners' expense.

Smoke Detectors & Fire Extinguishers

Each rental unit is equipped with smoke detectors and fire extinguishers. It is your responsibility to make sure they are hooked up and functioning. If a detector is determined inoperative, you must contact management immediately. We will confirm the detectors are working at the time of move-in/out and if they are missing at move-out, you will be charged for replacements.

Do not disconnect smoke detectors/carbon monoxide detectors. In some states you may be charged with a misdemeanor for disconnecting or disabling a smoke detector/carbon monoxide detector.

Do not tamper with or move the fire extinguisher. If the fire extinguisher is used in an emergency, please contact your management office to receive a new one at no charge.

Garbage Disposals

Not all units are equipped with garbage disposals. **Check with the management office before placing any solid items down the drain of your kitchen sink.** Any damage to the sink, drain, or any other plumbing fixtures due to resident negligence will be billed back at the resident's expense.

For those units that are equipped with garbage disposals: do not put anything in the garbage disposal that is **not** biodegradable food. Items **not** to put down the garbage disposal: Glass, plastic, metal, paper, anything combustible, cigarette butts, grease, oil, fat, bones, popcorn, rice, noodles, fruits with hard seeds, celery, onion skins, artichokes, coffee grinds, potatoes and/or peels.

Inspections

Management will conduct periodic inspections to check on the condition of the unit and the unit's equipment. At select properties, inspections with City Rental Inspectors are required in units on a rotating schedule.

Reasonable notification will be provided. Residents must make the units fully accessible to inspection upon notification. Any locks installed by the resident will not be tolerated and will be subject to fines and billing of applicable repair/replacement costs. Failure to provide access will result in re-inspection and may result in fines for the need for an additional visit.

Exterminating

Unless prohibited by statute or otherwise stated in the Lease, Management may conduct extermination operations in Residents' dwelling several times a year and as needed to prevent insect infestation. Management will notify Residents in advance of extermination in Residents' Dwelling and give Resident instructions for the preparation of the Dwelling and safe contact with insecticides. Residents will be responsible to prepare the Dwelling for extermination in accordance with Management's instructions. Extermination operations that are schedule by the landlord are required and may not be opted out of by the resident. The scheduled time set by the landlord and extermination company are set in stone and will not be changed at resident request. If Residents are unprepared for a scheduled treatment date Landlord will prepare Residents' apartment and charge Residents accordingly. Residents must request extermination treatments in addition to those regularly provided by Management in writing. **Residents agree to perform the tasks required by Management on the day of interior extermination to ensure the safety and effectiveness of the extermination. These tasks will include, but are not limited to, the following:**

- Clean in all cabinets, drawers and closets in kitchen and pantry.
- If roaches have been seen in closets, remove contents from shelves and floor.
- Remove infants and young children from the dwelling.
- Remove pets or place them in bedrooms and notify Landlord of such placement.
- Remove chain locks or other types of obstruction on day of service.
- Cover fish tanks and turn off their air pumps.
- Do not wipe out cabinets after treatment.

In the case of suspected or confirmed bed bug infestation, resident will agree to the following:

- Resident must cooperate and coordinate with us and our pest control agents to treat and eliminate the bed bugs.
- Resident must follow all directions from us and our agents to clean and treat the unit and building that are infected.

RESIDENTS SHOULD NOTIFY LANDLORD IN WRITING PRIOR TO EXTERMINATION OF ANY ANTICIPATED HEALTH OR SAFETY CONCERNS RELATED TO EXTERMINATION AND THE USE OF INSECTICIDES

Monthly Fees	**Amount**
Property Damage Liability Waiver (PDLW)	$10.75 (adjusts to $13.50/mo on 8/1/2023)
Pet Rent	$30.00
Furniture	$25.00

One-Time Fees	**Amount**
Non-Refundable Pet Fee	$300.00
Re-Let Fee	$500.00
Internal Transfer Fee	$300.00
Non-Guarantor Fee	Equal to 25% of 1 Full Rental Installment

Incident Fees	**Amount**
Lost Key (Metal Key)	$25.00
Lost Key (Electronic Fob)	$75.00
Rekeying Fee	$100.00
Returned Payment	$25.00
Utility Default	$50.00
Lockout – After Hours	$50.00
Lockout – Business Hours	$0.00
Lost Parking Pass	$25.00
Towing Fee	Actual Cost
Trash Removal Fee	$25.00/bag
Disturbance Violation	
1st Offense	$100.00
2nd Offense	$250.00
3rd Offense	$500.00
4th Offense	Eviction
Housekeeping Violation	
1st Offense	$100.00
2nd Offense	$250.00
3rd Offense	$500.00
Amenity Violation	
1st Offense	$100.00
2nd Offense	$250.00
3rd Offense	$500.00
Pet Waste Violation	
1st Offense	$100.00
2nd Offense	$250.00 and/or removal of pet from unit
3rd Offense	$500.00 and/or removal of pet from unit
Smoking Violation	
1st Offense	$100.00
2nd Offense	$250.00
3rd Offense	$500.00
Unauthorized Occupant Violation	
1st Offense	$100.00
2nd Offense	$250.00 and/or eviction
3rd Offense	$500.00 and/or eviction
Unauthorized Pet Violation	
1st Offense	$100.00
2nd Offense	$250.00 and/or removal of pet from unit
3rd Offense	$$500.00 and/or removal of pet from unit
Maintenance Labor for Resident Damages	$50/hour