

**SPRING GARDENS  
RESIDENT HANDBOOK**

04/03

09/03

WELCOME

Dear Residents:

HAB Development welcomes you and your family to Spring Garden Apartment Complex. We hope you will enjoy your new home.

We want to help you create a fine neighborhood and to maintain your home in an attractive manner as a pleasant and comfortable place in which to live.

The Resident Handbook has been prepared as a help to you in answering questions you may have and in explaining what you may expect from us, as well as what we expect from you. The Resident Handbook you are about to read is part of your Lease, therefore, it is important that you read it carefully and understand it thoroughly. When you have done this, we suggest you file your Resident Handbook in a convenient place for future reference.

We hope you will respond to our requests and suggestions and, in turn, you will feel free to give us your ideas of how we may be of more help to you.

Respectfully,

Lucy Brown  
HAB Development

## HELPFUL PHONE NUMBERS

Maintenance Work Orders	245-6391
EMERGENCY, after hours and holidays	248-4111
Police Department	911
Fire Department	911
Ambulance	911
Civil Defense	911
Electricity (outage)	1-888-467-2353
Gas (leaks)	255-1374

## GUIDELINES

### YOUR MANAGER

Your Manager is your primary contact with the HAB Development office. Please make a note of her name and phone number in the space below and use it for faster assistance. The HAB Development office is open from 8:00 a.m. to 5:00 p.m. on weekdays. If you need to see your Manager, we suggest you call ahead for an appointment. Due to the volume of people we see, calling ahead will reserve time for you and avoid a wasted trip. Please be considerate and show up for your scheduled appointment. If you cannot make your appointment, please call to reschedule. If your Manager is unable to help you, she may be able to refer you to another source better able to help you.

Your Manager's name is:     **VICKIE DAVIS**      
Your Manager's Phone number is:     **245-6391**    

### YOUR LEASE

Your Lease is important! It is a legal agreement between you and HAB Development (Management). Please read it carefully and ask questions if you do not understand any part of it. If you are familiar with your Lease and the Resident Handbook, it is less likely that you will have problems later. Remember, the Resident Handbook IS A PART OF YOUR LEASE.

### YOUR MAILING ADDRESS

Your mailing address is: \_\_\_\_\_

You will need to notify the Post Office of your new address. In giving your address to friends, periodicals and others, be sure to give the correct address.

You are being furnished with locking mailboxes.

## SECURITY DEPOSIT

A security deposit is required of each tenant. This policy is utilized for the following reasons.

1. To encourage tenants to take better care of their units.
2. To reduce Management expenditures for renovation of units.
3. To reduce the number of tenants vacating without notice.
4. To reduce collection workload and collection agency fees for vacated tenants.
5. To reduce accounts receivable for tenants who leave owing unpaid balances.

The security deposit must be collected in full before you move in. Units vacated by outgoing tenants will be inspected. Only those repairs necessitated by their abuse or misuse will be charged against the security deposit when you vacate the unit.

## SIGN-UP OF UTILITIES

You are responsible for payment of utilities according to your metered usage. You must have utilities on in your name before you can move into the unit. If you choose, you may arrange Budget Billing. You will need to contact:

Montana Dakota Utilities: 2603 2nd Avenue North 255-1374

Northwestern Energy: 1-888-467-2669

## PAYMENT OF RENT

Your primary obligation to your family is to provide them with a place to live. Therefore, your financial priority is to pay your rent on time. Your rent is DUE ON THE FIRST DAY OF THE MONTH. The Management is the only place authorized to accept your rent. Your rent must be paid by personal check or money order. No two-party checks, government checks, or cash will be accepted. Any resident who has not paid his rent by the close of the sixth (6th) day of the month will have a twenty-five dollar (\$25.00) late charge posted to his/her account. If you mail your rent, make sure it is mailed early enough to be received in the Management office by the close of business on the 6th day. Continued late rent will result in eviction. Eviction is a time consuming and expensive process for all parties concerned. To avoid this happening to you, please make paying your rent on the first day of the month a priority.

## ANNUAL EVALUATIONS

On an annual basis you will be required to verify income to see if you are still eligible for housing at Spring Gardens Apartment Complex.

## YOUR HOME AND WHO MAY LIVE THERE

The only persons who may live in your unit are those listed on your lease. Overcrowding is a concern, therefore, we cannot allow boarders, lodgers or permanent guests. Violation of this policy will be considered as grounds for eviction. Approval of any additional people being added to your Lease must be approved by Management.

## RESIDENT RESPONSIBILITY

Pleasant community life depends upon your consideration for your neighbors and mutual cooperation and understanding. The following guidelines will help all residents maintain a more pleasant lifestyle:

1. Treat your neighbors like you want to be treated.
2. RUMORS: Ignore rumors. To obtain accurate information relating to HAB Development (Management) policies and procedures, please ask your Manager.
3. RESIDENT HANDBOOK: Should you lose your handbook or want an additional copy, additional copies are available from the Management office (free of charge).
4. RENTER'S INSURANCE: The Management recommends renters insurance to insure your personal property against loss or theft. Personal property is not covered in the structural insurance we maintain on your unit. Please contact your insurance agent for more information. If you should have a waterbed, you should carry insurance. If you don't have insurance and there is damage done by your waterbed, you will be responsible for the cost of repair.
5. Remember, quiet hours are from 10:00 p.m. to 7:00 a.m. seven (7) days a week. If you experience any problems with noise, neighbors, etc., please write down the date, time, and incident and contact your Manager with the information.

## LEASE VIOLATIONS

Residents failing to comply with the terms and conditions of their Lease will receive notice to vacate their unit.

## GENERAL RULES

ABANDONMENT - Montana State Law will be followed.

ABSENCES - Management requires the tenant to give the landlord notice of an extended absence in excess of seven (7) days. If the tenant family fails to notify Management of any absences of more than seven days, Management may consider the property abandoned. During the absence of the tenant in excess of seven days, Management may enter the dwelling unit at times reasonably necessary. Management will comply with applicable State Law for abandoned property.

APPLIANCES - Each unit is supplied with a refrigerator and a range.

CHILDREN - All children on the premises must be under your direct adult supervision at all times. Children shall not be allowed to play with B-B guns, bows and arrows, sling shots, or any other hazardous items on the grounds. These could be grounds for an eviction. These toys are hazardous to the safety of other children and people. These will be confiscated. For their protection, children shall not be allowed to climb in trees nor on the roofs of buildings.

CURFEW IS 10:00 P.M. for minors.

DRUGS - Drugs and criminal activity WILL NOT be tolerated in units. A 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 premises while in tenancy and such criminal activity shall be cause for termination of tenancy.

EXTERMINATION - As in any home, keeping it free of infestation (insects, roaches and other pests) is the responsibility of the resident. Extermination cost may be charged to the family.

FENCES - Fences are for the safety of your children. It is your responsibility for closing the gates on entering or leaving the premises. If there are any damages to the gate or fences, it is your responsibility to notify Management. It is also your responsibility to supervise your children at all times. If a gate or fence is broken or being repaired, ensure your children are being watched. It is your responsibility.

FLAMMABLE LIQUIDS - Do not store flammable liquids near hot water tanks.

FIREARMS - Discharge of any firearms is grounds for immediate termination of tenancy.

**FLOOR COVERINGS** - Regular vacuuming of carpeting and regular mopping and waxing of linoleum or tile will maintain your floors in proper condition. Regular is at least once per week. We suggest that you place coaster or pads under all legs of furniture that might indent the floor coverings. Dents are hard to clean and can be prevented with a little care. Please read the directions on your wax container to determine if it is suitable for your type of flooring. Ensure that you remove any excess water from flooring as it may cause permanent damage and you will be charged.

**GARBAGE CANS AND DUMPSTERS** - Place all garbage in dumpsters and keep dumpsters covered. The space around your dumpster must also be kept clean and free of debris. These two points are critical to avoid unsanitary conditions. If your garbage is not picked up by the City of Billings, please call Management. If you are discarding large objects (couches, bed frames, mattresses, etc.), you must haul these items to the landfill yourself. Do not put in dumpster area. Do not store quantities of cans, newspapers, etc. in or around unit or storage sheds.

**GUESTS** - Friends and relatives may visit you and may stay for short periods of time. If your guest plan to stay over one week, please obtain formal written approval from Management. If the length of stay becomes excessive or consistently reoccurs, you will be notified in writing to cease. Under no circumstances shall a visitor or guest bring pets into the unit or on the complex or grounds.

**HOT WATER TANKS** - Many of our units are equipped with hot water tanks. Do not place or store anything on or near the tanks as it may cause a fire. Ensure household cleaners are not stored near hot water tank.

**HOUSEKEEPING** - Please keep your unit as clean and fresh as you would have it for company. A clean unit is easily kept clean. A neglected unit is harder to care for than a tidy one. If you discover mice, roaches, or other pests, please contact your Manager as soon as possible.

**KEYS, LOCKOUTS, AND LOCK CHANGES** - Should you lose the key to your unit you may have another one made by Management for a charge per key fee. If you are locked out and the Maintenance Staff is called out during the day, a maintenance charge will be assessed. If Maintenance is called out after hours or holidays, a maintenance charge will be assessed. A lock change may be requested but there will be maintenance charge assessed. Please see attached Maintenance Charge sheet for charge rates.

**NOISES, DISTURBANCES, ETC.** - Loud noises at any hour may disturb your neighbors and is prohibited. Any loud noises or other actions which will disturb the peace and quiet of our neighbors are absolutely prohibited. Please remember quiet hours are between 10:00 p.m. and 7:00 a.m.

OPEN FLAMES – No open flames are allowed in the dwelling units, such as the burning of candles, fondue pots, barbeques, incense burners, etc.

PAINTING AND ALTERATIONS - Much as we admire the urge to change and improve, we cannot allow our residents to paint, attach decals, make alterations or repairs, or change locks and other fixtures. Wallpapering is strictly prohibited. We will take care of all repairs. No nails or tacks are to be placed in any doors or woodwork. Tape may remove the finish from doors so please don't tape anything on doors.

PARKING - There is adequate parking space for at least one car for each Tenant. Any visiting guests of the Tenant should park on the street, not in the parking spaces provided for the Tenant. Trucks, trailers, or buses may be parked only with the written permission of Management. Any illegally parked vehicle will be towed at the owner's expense.

Cars are not to be washed and nothing but emergency repair work is to be done on cars while in the parking lot. Tenant agrees that he/she will not place any unattended vehicles on blocks or jacks.

The parking area is the responsibility of the resident to keep free of any oil spills, antifreeze spills, etc. If the resident does not keep area clean, Management will clean and charge a fee of \$25.00 each time cleaned.

Motorcycles shall not be allowed in the unit or driven on the sidewalks or yards. All motorcycles and motor bikes must be parked in the parking area.

PLEASE DISCOURAGE CHILDREN FROM PLAYING IN PARKING AREAS

PICTURES AND FIXTURES - When hanging pictures, mirrors or other fixtures, please do not use anything that will damage the wall surface. Contact Management for more information on this.

RIGHT OF ENTRY - We are permitted to enter your unit during reasonable hours to perform routine inspections, maintenance or to make improvements or repairs, or to show the unit for re-rental. A twenty-four (24) hour written notice will be posted or sent for any other reason of entry.

1. Resident agrees to allow us access to the unit after proper notice and to provide us with keys to all locks. If we have to break a lock, you will be responsible for the cost of repairing all damage.

2. WHEN THERE IS REASON TO BELIEVE AN EMERGENCY EXISTS, WE MAY ENTER WITHOUT ADVANCE NOTICE.

3. If you and all adult members of your household are absent from your unit at the time of entry, we may enter after appropriate notice and will leave at your unit a written statement specifying the time, date, and purpose of entry.

4. In the event all members of your family are to be away for one week (7 days) or longer, you are requested to notify Management and leave with your administrator an address or phone number where you could be reached in an emergency.

5. Work orders and unit inspections must be scheduled during our normal working hours and at our convenience.

**ROOF** - Only authorized personnel are allowed on the roof. Placing antennas or other equipment on the roof is expressly prohibited. No antennas of any description shall be installed on the interior or exterior of any building on grounds belonging to Management.

**STOVES** - As with all cleaning, it is much easier to keep something clean than to scrub it after it is filthy. For regular cleaning of the stove, ammonia in water will make your job easier and more effective.

If the grease has accumulated faster than you have cleaned it, try soaking your burners and grates in a solution of ammonia and water. Abrasive pads will help for the rough spots after the soaking. Please remember to clean the area under the burners. The grease and spilled food that can collect there make it an excellent breeding ground for infestation (roaches, etc) as well as being a fire hazard. Most range tops lift up for cleaning. Also, replacement burner pans are available. Please do not use aluminum foil on burner pans and oven bottom. Don't use abrasive cleaning supplies that will damage the porcelain or painted surfaces.

**TELEVISION/CABLE** - A cable outlet has been installed. Any additional cabling must be approved in writing by Management.

**WALLS** - We realize that with children, there will be hand marks. Liquid cleaners will easily take care of this problem. They will remove most marks without damage to the painted surface. For stubborn spots, try the cleaner without adding water.

**WATER LEAKS** - Notify Management immediately of any water leaks you are unable to clean up or stop. Management has a wet and dry vacuum to assist with this effort.

## INSPECTIONS

An inspection report will be completed before you move into your new home. The report will describe the present condition of the unit before you move in. You will be asked to sign the inspection report to reaffirm the condition of the unit. When you vacate the unit, this report will be compared with move-out inspection performed to determine the condition in

which you left the unit. Please keep the initial inspection report with your lease and Resident Handbook for future reference.

Annual inspections by Management will be done. A letter is sent from Management to advise you of the date of the inspection. Inspections of the dwelling unit and equipment will be made to determine whether repairs or maintenance are necessary to preserve the property in good working order. Please call maintenance problems in as they occur. Do not wait for this inspection to report any maintenance problems. The following list provides you with information as to what you should do before your semi-annual inspection.

1. Clean refrigerator.
2. Clean stove to include surface units, oven, drip pans under burners, area under drip pans, control knobs and range hood and filter.
3. Clean kitchen sink. The cabinet underneath should be clean and free of debris.
4. Clean bathroom floor, basin, bathtub, toilet, medicine cabinet mirror and chrome.
5. Clean and wash floors in kitchen and bathroom. Make sure floor is swept before mopping and corner areas are clean.
6. Clean fingerprints, dirt and grease off walls. Management uses a latex paint that washes easily with any household cleaner.
7. Clean window sills and windows. Windows should be cleaned outside as well.
8. Clean grill on bathroom exhaust fan. Ammonia and water are excellent for this.
9. Clean window tracks, and if necessary use a vacuum to remove sand and dirt.
10. Wipe all doors.
11. Vacuum floors and shampoo carpeting. Carpets may look clean, but dirt is often embedded in the carpet making shampooing a necessity.
12. Do not wash draperies. Dry clean draperies only. If you have a question, contact your administrator.
13. Replace any burned out light bulbs. Fixtures should be checked to ensure appropriate size bulbs are installed, never more than 60 watts.
14. Yards should be cleaned and picked up, sidewalk swept or shoveled as the season requires, parking spots cleaned.

Annual and special inspections are performed to monitor the condition of your unit. Failure to pass an inspection will mean a return visit by Management. A failed inspection will result in a maintenance charge to re-inspect. Failure to bring the unit up to standards a second time may result in eviction.

## MOVE-OUT

The following guidelines will help you prepare to move out:

1. Please give your Manager as much notice as you can that you are vacating your unit. A thirty (30) day written notice is required.
2. Tenant acknowledges that rent and utilities are payable for thirty (30) days from the date Tenant notifies Management in writing of the intention to terminate tenancy. If rent becomes due after notice is given, the rent will be prorated for that period.
3. When you move out, your unit will be inspected and this inspection report compared to the inspection report completed before you moved in. At this inspection you will be notified of any additional cleaning that needs to be accomplished. You will have 48 hours to complete this cleaning. If there are any damages or charges for cleaning, these charges will be deducted from your security deposit as well as any unpaid rent and utilities. If the amount of your security deposit does not cover the amount you owe, you will have ten days to pay the balance owing or legal action will be taken.

You have the option of accompanying the inspector as he/she performs your move-out inspection. If you would like to be there, please contact your Manager.

4. Please clean your unit thoroughly. Leave your unit as you would like to have it if you were just moving in. Remember to leave all items as ice cube trays, etc. that belong to the unit.
5. Be sure to take everything that belongs to you. Any personal property left in your unit will be discarded. You will be charged for the removal of these items.
6. You will need to return all keys to your unit to the Manager office. If you are leaving on a weekend, please return your keys to the Management office by 10:00 a.m. Monday morning.
7. Please lock your windows and doors before turning in your keys.
8. In the winter months, make sure you leave heat on in your unit.

9. Please notify Management of your forwarding address.
10. All rent and utilities must be paid through the end of the forty-eight (48) Hour Cleaning Notice.

### REPAIR AND EMERGENCY REPAIRS

When repairs are needed, please contact the HAB Development office. Report these repair requests promptly, as delayed repair could mean additional trouble or expense. These requests may be made in person or over the phone at 245-6391 between 8:00 a.m. and 5:00 p.m.

If you experience an after-hours maintenance emergency, please call 248-4111 FOR AFTER HOURS MAINTENANCE EMERGENCIES ONLY.

When it has been established that damage to the premises, equipment or grounds are due to misuse or neglect by the resident, members of his/her household or his/her guests, the resident will be charge for the damage. Residents will also be charged for all broken glass, REGARDLESS OF THE CAUSE, and or the replacement of damaged screens.

Please report weather damage within twenty-four (24) hours.

**SEWAGE STOPPAGE** - To prevent problems with your sewer, please do not wash clothes in the bathtub. Lint from clothes washed in the bathtub can create sewer blockages. Please do not empty grease, tea leaves or coffee grounds in the sink as they could also create sewer problems. Finally, please do not flush diapers, tampons or other feminine sanitary products down the toilet.

**HEAT** - Your unit is heated by radiant hot water heat. This heat is economical and efficient to keep your unit warm during cold weather.

**GAS** - If you smell gas, call Montana Dakota Utility Company immediately and then the Management office.

**ELECTRIC** - For the safety of your family, all light switches must have covers. Report to Management any signs of exposed wiring. Please call in a work order right away for burned out elements. A bad element on the stove can give you a shock and it may be instrumental in burning out other parts. Each apartment has an electrical panel in each unit. If lights or outlets are not working, check the breaker box before calling Maintenance. Also, the breaker may be used to shut off electricity if necessary.

**WATER** - Leaking faucets are costly over a period of time but very inexpensive to repair. Don't wait for a leak to become a flood. Please call right away for leaky faucet repair. The main water shut-off is by the water heater. Please become familiar with it before the need

to use arises. There are water shut off valves behind each toilet, under each sink, and laundry hook-ups if an emergency arises.

**BATH FANS** - Since there is not a window in your bathroom, it is your responsibility to run the bathroom fans to take out the humidity. Failure to do so could result in damage to the bathroom walls which can be charged back to you, the Tenant.

## MAINTENANCE LABOR RATE CHARGES

(Effective September 1, 2003)

Charges not on this list will be charged out at time and materials basis with the time charged figured by the hourly rate of the maintenance position classification assigned to do the work or by the actual contract price of the contractor hired to do the job. An overtime rate of 1-1/2 times the hourly rate will be used to calculate charges for after hours work with a 1 hour minimum charge.

### LABOR RATES

<u>Position</u>	<u>Rate Per Hour</u>
Maintenance	\$ 18.50
Maintenance II	13.46
Maintenance Painter	22.26
Groundskeeper	12.12

### CHARGES

Watering Yards	\$4.63 each occurrence
Shoveling Snow (Labor)	\$4.63 Minimum, \$18.50 per hour
Oil spots – Flat Charge	\$25.00 each time
Lock change – Flat Charge	\$25.00 each time
Lock Out	\$4.63 during maintenance hours \$27.75 after maintenance hours
Keys	Actual cost plus \$4.63 if delivered
Failure to return checked out key	\$12.00
Cleaning (Labor)	\$13.46 per hour
Cleaning Hallways (Laundry Room) Labor	\$13.46 per hour
Maintenance hourly wage	\$18.50 per hour
Lawn Mowing (Labor)	\$12.12 per hour per man
Prefinished Door (Labor)	\$9.25 per door
Unfinished Door (stain and varnish) Labor	\$18.50 per door
Screens (Labor)	\$4.63 per screen
Garbage Pick-up (1 hour min.)	\$18.50 per hour

Carpet will be replaced based on depreciation of current replacement cost.