



Community Rules

We are glad that you have chosen to rent with LSS Property Management. Please know that we are committed to providing you with a safe, well-maintained rental community. We ask that you read the following rules carefully as they are part of your lease.

A. Fees

1. Security Deposit

A security deposit (the amount of your first month's rent) is due at the time you move into the apartment. If you cannot afford to pay this amount in full at that time, we ask that you pay half of it at move-in time, and the remainder the following month. This deposit will be used for payment of damages to the premises and for payment of other funds owed to the project under the terms of the lease.

2. Application Fee

As applicable, there is a \$30.00 application fee for each person 18 years of age and older that is applying for tenancy. This fee will cover that costs of the credit report and the background/criminal checks. This is a non-refundable fee.

NOTE: There is no application fee for HUD properties.

3. Incident Charges

If during the term of your tenancy, there is damage that has occurred from the tenant, dependents, or guest; you will be charged for the cost of repairing that item (minimum charge will be \$40.00 an hour). This charge will be billed immediately and due/ payable with next month's rent.

4. Rent

Rent is due by the 1st of the month. There will be a late charge of \$25.00 assessed to your account for any payments received after the 5th of the month. If after the 15th of the month we do not have your rent payment, another late charge of \$25.00 will again be assessed. Both of these charges are required to be paid in full when you pay your next month's rent.

- a. In Rural Development properties, there will be a late charge of \$10.00 assessed to your account for any payments postmarked after the 10th of the month.
- b. In HUD properties, there will be a late charge of \$5.00 assessed to your account for payments postmarked after the 5th of the month. An additional \$1.00 for every day after, to be exceed \$30 in one month.

5. How Fees are Credited

Funds received by or on behalf of the residents will be credited towards any outstanding balance first, unless otherwise noted on the check or money order.

6. Charges for NSF

A NSF fee of \$30 will be charged if there are not sufficient funds in your account at the time either an ACH or check was sent to your financial institution. Late fees will be assessed in addition to any NSF fees incurred.

7. Vacating a Unit

If you do not give appropriate notice when vacating the unit, rent will be charged until your lease expires or management is able to rent it to another party.

- a. If you give a written 30-days' notice and the reason for the move has merit, management reserves the right to waive this provision.



8. Repairs and Cleaning

Applicable set fees will be charged to the tenant's account if unit is not properly cleaned at move-out or repairs are needed.

- Any repairs needed beyond routine wear and tear will be charged at a rate of \$40.00 an hour plus materials
- A detailed list of move-out fees will accompany your move-out confirmation letter. You may also request a copy at any time during your tenancy.

B. Apartments

1. LSS Property Management Group office hours are Monday through Friday from 8:00 am to 5:00 pm. If there is a maintenance emergency after hours or on weekends, please contact **1-877-877-8901**. All other emergencies, please call 911.
2. The main office of LSS Property Management Group (LSS PMG) is located at 3911 20th Avenue S. in Fargo, ND. Mailing address: LSS PMG | PO Box 2148 | Fargo, ND 58107
Phone: 800-609-8634
3. Management will attempt to give residents 24-hour notice for entry into your apartment for inspections, and for vendors entering due to a maintenance concern. If we feel that there is a safety or hazard issue, we will enter immediately.
4. Radios, televisions, stereos, musical instruments, etc., shall not be played in any manner that will disturb the other residents. Resident(s) and their guests shall not make or permit disturbances in their apartment or anywhere on the premises that interfere with the other tenants/guest enjoyment of the property.
5. Quiet hours from 10:00 pm to 8:00 am will be enforced.
6. All doors and windows must be closed and properly locked in the absence of the resident(s). Management is not responsible for lost or missing items. If you are locked out of your apartment during business hours, contact the site manager. If the manager is available and you are able to present proper identification, you will be admitted to the apartment. No one will be admitted who is not a party to the lease.
 - a. If you are locked out of your apartment after business hours, you will be required to contact a locksmith and pay the individual before they will unlock door.
OR
 - b. If you are able to contact the maintenance staff, you will pay the individual before they will allow you into your apartment at a minimum charge of \$50.00.
7. No personal property of any kind is permitted to be left in any of the public areas, and the resident(s) shall not hang towels, laundry, clothing, or anything else on patios, balconies, or windowsills. Management shall not be responsible for any loss of personal property of any kind left in public areas. Also, shaking of rugs or dust mops from balconies or windows is not permitted. Residents shall not place or store boxes, trash, or other items outside their apartment doors, on their patios, or on their balconies.
8. Adhesive tape picture hangers are not permitted. Nails on hangers are permitted.
9. No antennas or outside wires shall be installed unless otherwise approved by management. Residents or guest are not permitted on roofs of buildings at any time.
10. Report any maintenance needs to the site manager promptly, especially when delay might cause further damage. Expense of damage to plumbing and electrical apparatus, stopped up waste, drainage overflow, repairing burned sections, and repair of windows, drapes, blinds, and walls will be charged to the resident if caused by misuse. A work order will be completed, and maintenance staff will be in contact with tenant to schedule a time to address maintenance concerns.
11. Do not feed bones, grease, pasta, rice, celery, corn husks, artichoke leaves, cigarettes, or other hard objects into the garbage disposal. Also, please run a full stream of cold water while using the disposal and for a few minutes afterwards.
12. No objects of any kind are to be placed on or affixed to the windows or doors where they are visible from the exterior of the building, nor to the outside of the windows, doors, and roof of the apartment or building.



13. Light bulbs must be replaced by the resident. Management will replace batteries in smoke detectors annually at no charge. If batteries have been removed by the tenant, the tenant will be charged \$35.00 for battery replacement.
14. Use of aluminum foil on stove burners, drip pans, ovens, and broilers are prohibited due to the potential for fire and electrical shock hazards.
15. No satellite dishes (other than those provided by management) are allowed on the premises.

C. General

1. Drug-Free Housing | Criminal Activity | Firearms

- i. Tenants, any member of the tenant's household, a guest, or other person under the tenant's control shall not engage in criminal activity, including drug-related criminal activity. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession (including drug paraphernalia) with intent to manufacture, sell, distribute, or use of a control substance (as defined in section 102 of the Controlled Substance Act (21 U.S.C. 802)).
 - ii. Tenants, any member of the tenant's household, a guest, or other person under the tenant's control shall not engage in any act intended to facilitate criminal activity, including drug-related activity. This applies to tenant event if s/he is engaging in the criminal activity elsewhere – off premises of the project.
 - iii. Tenant or members of the tenant's household will not permit the premises or project to be used for, or to facilitate, criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in the activity is a member of the household or a guest.
 - iv. Tenant or members of the tenant's household will not engage in the use, manufacture, sale or distribution of illegal drugs and drug paraphernalia at any location.
 - v. Neither storage of loaded firearms or use of firearms is allowed on premises.
 - vi. Tenant, any member of the tenant's household, a guest, or other person under the tenant's control shall not engage in any acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms.
 - vii. Management may begin eviction immediately if any of these activities occur, with no further warnings or strike letters.
2. According to North Dakota State Law, smoking is prohibited in all enclosed areas of public places, which includes common areas in apartment buildings. Smoking is prohibited within 20 feet of entrances, exits, operable windows, air intakes, and ventilation systems of enclosed areas in which smoking is prohibited.
 - i. Effective July 1, 2014, LSS Property Management Group is making all buildings smoke-free. This includes all apartments, common areas, and within 20 feet of all entrances, etc.
 3. Laundry facilities area available only during posted hours (if they are not located in your apartment). Residents are expected to clean up after themselves.
 4. Management is not responsible for clothes left in the laundry room.
 5. Resident may be responsible for any costs associated with exterminating their apartment and neighboring units due to an outbreak of an y insect originating from their apartment.
 6. No guests (other than those of the management or owner, as provided in the lease agreement) will be permitted access to your apartment by management unless your prior written authorization is given.
 7. The management or its representatives cannot accept or sign for delivery without your authorization.

Hold Harmless Clause – In the event of residents' absence from the premises, resident hereby instructs and authorizes management to accept and/or sign for packages, parcels, and other types of mail delivered to the premises for the benefit of the resident. In exchange and as consideration for this mail service, resident, his/her heirs, successors, and assigners, do hereby mutually and severally fully indemnify and hold harmless management and owner and any and all of their present and past officers, directors, agents, and employees, from any and all claims, causes of action, liabilities (including reasonable attorneys' fees) costs, expenses, and losses of every kind, nature and description, anticipated or unanticipated, known or unknown, express or implied, oral or written, and regardless of whether now in existence or arising at any time in the future, in any way connected with, or arising out of, the receipt and storage of said packages and parcels.



8. We urge all residents to help keep unauthorized person and pets off the premises. We ask that you discourage and report all door-to-door soliciting and unauthorized use of facilities.
9. Move outs must be completed prior to noon on the last day of your lease or prior to the closing hour of the management office (where applicable). Rent shall be charged until all keys are returned to management.
10. Posted hours must be observed for recreation facilities, where such facilities exist.
11. Residents shall not use in any wasteful or unreasonable or hazardous manner any of the utilities furnished by management, nor keep or maintain any mechanical, electrical, or other appliance or device operated by said utilities, except here herein listed and specifically approved by management.
12. Termination of the lease may occur if the tenant has received THREE violations in a 12-month period. A violation is defined as an action that is in direct disregard of the rules established by management and/or noted in the lease, and the tenant will be notified of such violation in writing (strike letter). Violations of the Drug Free Policy may be grounds for immediate termination of the lease and eviction – see section C1.

D. Miscellaneous

1. Only approved service and companion animals are permitted on the premises. Owner will be responsible for walking the animal in designated area and cleaning up after them. If dog feces are found from your pet/service animal, you will be charged \$50.00 each time management has to address and clean up after animal.
 - a. Pets are allowed at Prairie Heights, Watford City; The Landing, Bowman; Courtside Village, Hettinger; Cherry Creek, Watford City; Summer Square, Maddock; Northwood Manor, Northwood; Greenfield Heights, Belfield; Bayview Apartments, Parshall.
 - i. Pets are only permitted in the resident's unit – they are not allowed in the community rooms.
 - b. Pets and service animals must be leashed and attended to at all times when pet is outside the tenant's residence.
 - c. If there is an approved animal in your unit, all household members must sign the addendum to the lease and abide by the additional stipulations of ownership attached to the addendum.
 - d. Renter's insurance is required for any unit that houses a pet. Proof of insurance will be required before approval of occupancy is granted. Please note: Renter's insurance is also recommended for any unite that houses a service animal.
2. All requests for accommodations must be directed to the LSS Property Management office in Fargo. We strongly encourage the request to be in writing so as to avoid any misunderstandings about the need of the tenant. We will then send verification to their professional to verify disability status and that a relationship between the person's disability and his or her need for the accommodation.
 - a. All reasonable requests for accommodations within a USDA or HUD project will be financed by the project's operating/reserve account if financially feasible.
3. Individuals listed on lease or previously approved by management are the only individuals that are allowed keys and/or security code information.
4. Residents and their guests are not permitted to play in laundry rooms, public hallways, balconies, or stairways.
5. Damage to property or landscaping by resident or guests will be the financial responsibility of resident.
6. Daycare is not permitted on the premises. Other home-based businesses that cause the public to come into their unit for products/services are not allowed. All other home-based businesses must be approved by management.
7. Supervision by residents: adult residents shall be solely responsible to see that all occupants, guests, and visitors observe management's rules and regulations, and the terms and conditions of the Lease Agreement and Community Rules.
8. Common Facilities: No person under the age of fourteen (14) shall be permitted in the health club for health and safety reasons (where such facilities exist).
9. Playing by anyone in the public areas, stairways, hallways, and walkways used for ingress and egress to and from the apartment community, and the use of their toys in those designated areas, including but not limited to bicycles, big wheels etc. are prohibited except as allowed in areas specified by management.



10. Management shall deem all items left in any common area abandoned and subject to immediate disposal.
11. There will be no charcoal grills on balconies, patios, porches, under doorways, or under roofing. Place barbecue at least 15 feet away from the building and never unattended. If these rules are not followed, you will be prohibited from using the barbecue at your place of residence.
12. Condition of Premises: Resident has inspected the premises and common areas and upon taking possession knows their condition, including but not limited to lakes, streams, swimming pools, parking areas, balconies, and recreation areas. Resident accepts them in such condition, agreeing that not statement or representation as to condition has been made by management, and any resident who allows his or her occupants, guests, or visitors to play in these areas does so at his/her own expense or risk. Each resident is exclusively responsible for the health, safety, and welfare of residents and their guests. As such, residents hereby release and hold harmless the owner and/or owner's agent(s) for any and all damages and liability arising out of any death or injury to resident or resident's guests in the absence of any negligence as to the condition of the premises or intentional acts on the part the owner and/or owner's agent(s). Management shall have no liability to make any repairs nor shall the rights of residents to make said repair accrue, except in an emergency, unless the resident has given written notice to management, and management has had a reasonable time to remedy said condition, which it may be obligated to make.
13. The following changes to the household are required to be reported to LSS Property Management Group:
 - a. Any household member moves out of the unit
 - b. Any addition to the household
14. Please note that management will be inspecting the unit on an annual basis and will give you appropriate notice before entering the premises, unless it is considered an emergency situation.
15. All plants are to be securely lace so they will not fall; no planters are allowed on railings at any time. Plants on balconies and patios are prohibited without "catch basins" for runoff. Care will be taken when watering plants, so water will not flow down onto patios below.
16. Resident shall be responsible for the supervision and control of all occupants residing with them on the premises and those persons visiting occupants at the apartment community. Everyone must observe these rules and regulations.
17. Tenants are encouraged to contact management regarding any concerns or comments. They may do so by either calling the Fargo Office at 800-609-8634 or writing to LSS Property Management Group, PO Box 2148, Fargo, ND 58107. We will respond in a timely manner by either personal contact or written notice of intended action.
18. Tenants that are in need of obtaining community and public transportation schedules should contact their local city offices.
19. Management requires that it be notified when tenants are considering obtaining subsidy from non-agency sources as it may not be allowed in a HUD/Rural Development project.

E. Guests

1. No persons will be permitted to occupy the premises for more than seven (7) days in a 30-day period unless s/he is registered with management. Guests must be accompanied by the resident under all circumstances.
2. Resident assumes full responsibility for the actions of their guests and agrees to assume all financial responsibility for any damage to premises, furnishings or landscaping by resident or their guests.
3. Guest parking is allowed only where designated by management.
4. The number of guests may be limited by management.

F. Parking

1. Residents shall use only the parking space(s) assigned by management. No storage may be kept in a carport, unless there is a storage locker approved by management. Any vehicle parked in an unauthorized space is subject to be towed away at the vehicle owner's expense. Residents should advise their guests of the proper places to park. Motorcycles are considered vehicles and are subject to the same terms as are all other vehicles.



2. Vehicles of the residents and their guests must be licensed and have current tags.
3. Management is not responsible for the theft or damage to car or other vehicles while on the premises.
4. No repairs or washing of any motor vehicle, including changing oil, will not be allowed at any time.
5. Any vehicle that has not been operated for more than fourteen (14) consecutive days is subject to towing with a 24-hour notice to resident and at the vehicle owner's expense.
6. Costs relating to the removal of excess oil leakage from parking spaces or garages will be charged to the responsible resident.
7. Vehicle storage: No boats, trailers, house trailers, recreational vehicles, vans, trucks, and similar type vehicles larger than one-half tone capacity shall be parked or stored in or about the premises. This includes vehicles residents utilize for work.

Any violations of items outlined in these provisions shall be considered material violations of your lease and may lead to your eviction from the premises.

