Villa serena

[redacted]

SUNSHINE PERIOD

Villa Serena Apartments
11401 Central Ave.
Chino, CA 91710
(909) 591-7559

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1996
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July 11, 1996

DOCKET FILE COPY ORIGINAL

Mr. William F. Caton
Acting Secretary
Federal Communications Commission
1919 M Street, NW. Room 222
Washington, DC 20554

RE: RESTRICTIONS ON OVER-THE-AIR RECEPTION DEVICES, CS DOCKET NO. 96-83; AND PREEMPTION OF LOCAL ZONING REGULATION OF SATELLITE EARTH STATIONS, IB DOCKET NO. 95-59

Dear Mr. Caton:

We write to request clarification regarding the possible effect on our business of the rules proposed in the above dockets. An original and 13 copies of this letter are enclosed for filing in the record. We understand that the proposed rules would invalidate "nongovernmental restrictions" that "impair" a viewer's ability to receive video programming over the air, through a wireless cable or similiar system, or by direct broadcast satellite.

Insignia Management Group, L.P. provides property management services for multi-unit, residential apartment buildings with a portfolio consisting of a total of 1.284 properties or 213,433 units in 45 states and 608 cities. Consequently we have entered into hundreds of thousands of leases with our residents. We are concerned that our leases might contain terms that are"nongovernmental restricts" that impair viewing, but we do not know how the proposed rules would be applied. This uncertainty could very well create unnecessary disputes with our residents.

We would appreciate your guidance in determining which provisions of our lease contain terms that might be considered "nongovernmental restrictions" or "impairments" under the rules you propose in our circumstances.

Accordingly, we enclose a copy of one of our representative lease forms. Please read it and let us know which terms of the enclosed form would violate either of the proposed rules.

Thank you for your assistance.

Sincerely,

Audrey J. Brown

Audrey J Brown
PROPERTY MANAGER

No. of Copies rec'd 3
List ABCDE

Enclosures

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# *LEASE AGREEMENT*

_____
*(Name Of Apartment Property)*

***The owner of the above Apartment Property, acting by and through its Managing Agent, INSIGNIA MANAGEMENT GROUP, L.P. (hereinafter "Management"), in consideration of and subject to the terms, conditions and covenants contained in this lease agreement, hereby leases unto*** _____ ***(hereinafter "Resident") and Resident hereby leases from the owner Apartment No.*** _____ ***(hereinafter the "Premises") in the Apartment Property known as*** _____ ***located at*** _____ ***(hereinafter the "Property").***

1. (a) Term. This lease shall be for a term of _____ months, which term shall commence on the _____ day of _____, 19____ and shall terminate on the _____ day of _____, 19____, unless sooner terminated as herein provided.

(b) Early Termination. Unless otherwise prohibited by applicable state law and, if Resident and Management mutually agree, the Resident may terminate this agreement before the expiration of the original term by:

(1) giving Management at least thirty (30) days written notice; plus
(2) paying all monies due through date of termination, plus
(3) paying a Lease Termination Fee equal to one month's rent, such amount being paid by Resident as additional consideration to Management in return for the relinquishment and release by Management of any claim it might have against Resident for the balance of the rent due under the lease.
(4) In addition, all Resident's security deposit shall become the unconditional property of Management, if not prohibited under law, not as penalty but as damages.

The foregoing shall not relieve resident of his/her responsibilities and obligations regarding any damage to the Premises.

2. Rent. Resident shall pay to Management the sum of _____ ($ _____) per month payable in advance on or before the 1st of every month during the term of the Lease, such sum to be made payable to Insignia Management Group, L.P. at the above office address or at such other address as Management shall designate in writing to Resident; provided, that if Resident's lease term begins on a day other than the 1st day of the month, Resident shall pay a full month's rent upon the execution of this Lease, with appropriate prorations to be made in the rental due for the succeeding month. All rent shall be paid in legal tender of the United States, without setoff, abatement, or reduction. Resident shall pay Management a late charge of $_____ for each monthly rental payment paid after the date on which it is due and shall pay a service charge of $_____ per each returned check given to Management in payment of rent.

3. (a) Security Deposit. In addition to the first monthly rental payment, Resident has this date deposited with Management the sum of _____ _____ ($ _____), the receipt of which is hereby acknowledged, as security to Management for the performance by Resident of certain obligations and undertakings required of Resident under this lease. In addition to the retention of Resident's security deposit as specified in Paragraphs 1(b), 3(b), 6(b), 12, and 14 of this Lease, part or all of Resident's security deposit may become the unconditional property of Management if Management, either as required by law or by election, shall pay or be liable to pay any sum or sums, perform any act or thing on behalf of Resident, or make good any default of Resident, to any party or parties.

(b) Return of Security Deposit. Upon the termination of the Resident's residency, absent any default or violation of the provisions of this Lease which allow Management to retain all or part of Resident's security deposit, Management shall refund Resident's security deposit in accordance with applicable state and local laws. In the absence of any state or local laws regarding the return of security deposits, and, upon the above conditions being met, Management shall refund Resident's security deposit within thirty (30) days of the date of termination of residency. Also, in the absence of any state or local laws, if Resident gives Management an incorrect or incomplete forwarding address, or if Resident does not give Management a forwarding address, and Management is unable, after reasonable investigation, to determine Resident's new mailing address within sixty (60) days from the date of termination of residency, the security deposit shall become the unconditional property of Management.

4. Pets. If Resident owns a pet animal which will be kept on the Premises, Resident shall obtain the written consent of Management with respect thereto and has paid a ☐ refundable pet deposit ☐ non-refundable pet fee to Management in the amount of _____ _____ ($_____). Any damages incurred to the Premises above and beyond such amount shall be charged to Resident. In the event Resident's pet becomes a nuisance to Management or to other residents, Management may, in its sole discretion require the pet to be removed from the Premises. Failure of Resident to remove the pet from the Premises following two (2) days notice from management shall constitute a default of this Lease by Resident.

5. Occupancy and Use of Premises. The Premises shall be used only for residential purposes and shall be occupied only by the persons named in Resident's Application to Lease. Resident shall not permit said Premises to be used for any purpose that will injure or damage the reputation of the building or the apartment property of which they are a part. Resident will not use or keep in said Premises anything which would in any way adversely affect the terms and condition of the owner's fire insurance coverage. Resident shall not at any time whatsoever do any act or thing to cause a disturbance or interference with the rights of or the quiet and peaceful enjoyment of the other residents. Resident shall abide by and strictly conform to all rules issued and posted by Management from time to time.

Such rules shall be posted by Management in a conspicuous place on said Property and may be changed from time to time if such change is necessary in the opinion of Management. The failure of Management to insist upon strict performance of any such rules shall not be construed as a waiver of any of Management's legal or equitable rights or remedies, nor be deemed a waiver of any subsequent breach or default by Resident. In the event of a conflict between the rules and the terms of this Lease, this Lease shall control.

6. Maintenance of Premises.

(a) Original Condition. The leased Premises and the fixtures contained therein shall be deemed to be clean and acceptable, and in good repair and operative, unless otherwise reported in writing to Management within forty-eight (48) hours of the commencement of this lease term.



**MANAGEMENT**

**RESIDENT**

(b) Cleanliness. Resident shall keep said Premises and fixtures contained therein, in a clean and habitable condition, and upon vacating shall leave same in the condition existing at the commencement of this Lease, or pay Management for the cost of restoring said Premises and fixtures to their original condition, ordinary wear and tear resulting from careful usage excepted. Management may satisfy this obligation of Resident wholly or in part by retaining Resident's security deposit upon the termination of this Lease. If the costs under this paragraph are less than Resident's security deposit, Management shall refund the balance to Resident in accordance with Paragraph (3)b provided that all other obligations of Resident hereunder have been satisfied.

(c) Repairs. Management shall make all necessary repairs to the roof, ceiling, walls, floors, exterior windows and exterior doors of the building containing the Premises. Management shall be responsible for the maintenance of and the repair of building equipment, such as plumbing, heating, air conditioning and similar equipment, so as to insure their proper operation during the term of the Lease. Subject to delays beyond management's control, Management will make necessary repairs to Premises with reasonable promptness after receipt of written notice from Resident. Otherwise, Resident shall be responsible for keeping and maintaining said Premises in as good repair as the same are in at the commencement of this Lease, ordinary wear resulting from careful usage excepted. The cost of service to any fixture or of repairing any damage resulting from Resident misuse or abuse of any fixture or portion of the Premises shall be paid by Resident upon demand by Management.

(d) Alterations. No alterations or changes in or to said Premises or the fixtures contained therein, shall be made except upon prior written consent of Management.

(e) Waste. Resident shall not waste utilities furnished by Management nor use utilities or fixtures for any improper or unauthorized purpose.

7. Utilities and Facilities to be Supplied by Management. Management shall furnish the following utilities and facilities at no extra charge to Resident:

(a) Range;

(b) Refrigerator;

(c) Pest Control;

(d) Other: _____

All other utilities and facilities desired by Resident shall be the sole responsibility of the Resident.

8. Liability Disclaimed.

(a) Management and the owner of the Apartment Property shall not be liable or responsible for any damage done or occasioned by or from the bursting, leaking or running of any gas or water or any plumbing fixture in, above, upon, or about said building or Premises, nor for any damage caused by fire not caused by the negligence of Management, nor for any damage occasioned by water, snow or ice being upon or coming through the roof, walls, or otherwise, or for any damage arising from acts or neglect of Resident, other occupants of the Property or their guests, or any other parties. **All personal property of Resident kept on or within the Premises shall be kept there at the risk of Resident only, and Management shall not be liable for any damage caused thereto or for the theft or other loss thereof. Resident shall be responsible for obtaining fire, extended coverage and liability insurance with respect to the Premises and all contents therein.**

**(b) Notwithstanding anything to the contrary contained in this Lease Agreement, Resident and Management agree that Management shall not be personally liable under this Lease and has executed this Lease solely in its capacity as managing agent for the owner of the Property.**

9. Liability of Resident for Casualty Damage to Premises. Resident shall be responsible for and liable for any damages incurred to the Property or any part thereof, as a result of negligence and willful acts of Resident and Resident's invitees, licensees and guests.

10. Rights to Entry by Management. Management may, at reasonable and proper times, enter the Premises for inspection, pest control, maintenance and repairs or show same to persons interested in renting or purchasing same and may enter said Premises at any reasonable time, or as provided otherwise by applicable state law.

11. Sublease or Assignment. Resident shall not assign or sublet the leased Premises, or any part thereof, without the written consent of Management.

12. Termination or Renewal. In the event Resident desires to renew the term of this Lease for an additional like term, Resident shall deliver to Management written notice of the desire to renew this Lease thirty (30) days before the expiration of the initial term of this Lease. Within five (5) days of receipt by Management of such notice, Management shall give written notice to Resident either that Management consents to the renewal of this Lease for an additional like term or that Management does not consent to such renewal. In the event that Resident shall end his/her occupancy of the Premises on the expiration date of this Lease or desires to become a month-to-month Resident, the Resident must give Management written notice of such intent at least (30) days prior to the expiration date of this Lease.

If neither party gives the other party any written notice as provided hereunder, and Resident does not vacate the Premises on or before the termination date of this Lease, then upon the termination of this Lease, Resident shall thereafter be deemed as occupying the Premises in a month-to-month residency in which case either party may terminate this Lease by giving the other party thirty (30) days written notice prior to such termination. In the event that Resident does not comply with the notice requirements hereunder, all or a portion of Resident's security deposit shall become the unconditional property of Management, if not prohibited by law. In addition, Management may exercise any other rights or remedies accorded it under the terms of the Lease or by law upon such termination.

13. Destruction of Premises by Casualty. In the event the Premises be rendered uninhabitable by reason of fire, explosion, hurricane or other casualty, Management, at its option may either repair the Premises to make the same habitable within ninety (90) days thereafter, or may, at its option, terminate this Lease. In the event of such termination, Management shall give Resident thirty (30) days notice in writing, whereupon this Lease shall be terminated in accordance with such notice. Management shall not be liable for any injury or damage to persons or property caused by such casualty.

14. Defaults. If Resident vacates or abandons the Premises at a time when rent is due and unpaid, or if Resident fails to pay any amount due Management under this Lease, or if Resident breaches any provision, condition or covenant of this Lease or fails to comply with any rule or regulation affecting the use and occupancy of the Premises promulgated by Management, then Resident shall no longer have the right to possess the Premises. Thereafter, at Management's sole election and without notice or demand, Resident shall become a tenant at sufferance and Management shall be entitled to, among other things, declare the entire rent for the balance of the remaining term of this Lease, or any part thereof, due and immediately payable. In addition or alternatively, **Management may pursue and exercise any other remedies provided by law. Resident shall be obligated and liable to Management for all court costs and reasonable Attorney's fees incurred by Management in the enforcement of this Lease and the provisions thereof. All rights of Management shall be cumulative and Management's decision to exercise or pursue any particular remedy shall not operate as a waiver or an exclusion of any other remedy provided under this Lease, or under law or in equity.**

15. Quiet Enjoyment. Management agrees that as long as Resident pays the rent and abides by all of the covenants contained in this lease and the rules and regulations affecting the use and occupancy of the Premises, Resident shall have peaceful possession and quiet enjoyment of the Premises, subject to the terms of this lease.

16. General Covenants.

(a) All promises, covenants and agreements set forth in this Lease shall bind, apply and inure to the benefit of Management and Resident and each of their respective heirs, executors, successors, assigns and administrators. In the event of the sale or transfer of the Property, the current owner shall be released from the obligations of this Lease and the remedies of Resident shall be solely against the person, or entity succeeding to the rights of the current owner of the Property.

(b) The sidewalks, entryways, passages, hallways, doors and stairways shall not be obstructed by Resident, nor used by him/her for any other purpose than ingress and egress to and from his/her Premises.

(c) Resident shall not, without the written consent of Management, in any way change or add any additional lock(s) to the lock(s) existing when Resident takes possession of the Premises.

17. Notices. Any notices or demands to be given hereunder shall be given to Management at the address shown herein for payment of rent and to Resident c/o his/her apartment number.

18. Entire Agreement. This Lease and the attached Rules and Regulations for the Property comprise the entire agreement between the parties, and any agreement made hereafter to change, amend, or modify the Lease shall be invalid unless the same is in writing and executed by both parties hereto.

19. Severability of Provisions. In the event any provision or portion of any provision of this Lease is declared unenforceable or invalid by any Court or administrative body having competent jurisdiction, the remaining provisions of this Lease shall be deemed enforceable and shall remain in full force and effect.

20. Acknowledgement and Release. Resident hereby states that he/she has inspected the Premises and has determined to his/her satisfaction that the smoke detectors (if applicable), door locks, and latches, window locks and latches, and any other security devices within the apartment are adequate and in proper working order. Any comments or remarks made by Resident with respect to the security devices are contained on the Move In Condition form signed by Resident. Resident understands and acknowledges that the Move In Condition form is not a written request to Management to repair any device. If such repair is needed, Resident agrees to promptly inform Management in writing. Resident acknowledges that Management is under no obligation or duty to inspect, test, or repair any security device unless and until Management has received written notice from Resident to do so.

Resident acknowledges that Management may engage a company to provide a periodic patrol and inspection service for the apartment and for the Property. If so, Resident understands and agrees that Management may alter or cancel the patrol and inspection service without the knowledge or consent of Resident. Furthermore, Resident understands and agrees that Management has no obligation or liability for the acts or omissions, whether negligent or intentional, of any agent or employee of any patrol company which might be retained by Management.

Resident acknowledges that Management, and the owner of the Property, are not insurers. Resident further acknowledges that neither Management nor the owner of the Property, nor their agents or representatives, guarantee, warrant or assure personal security of Resident. Resident further acknowledges and understands that Resident's personal safety and security is primarily his/her responsibility. In particularly, Resident recognizes that Resident is in the best position to determine and foresee risks of loss and to protect himself/herself and his/her property against such losses. **Resident further acknowledges that it shall be his/her responsibility to obtain any insurance coverage deemed necessary to protect against losses and to take any other reasonable steps to protect his/her personal property and insure his/her personal safety.** Resident recognizes that Management's efforts are voluntary and not obligatory and are done in an effort to reduce the occurrence of crime to all residents.

RESIDENT AGREES THAT THE FURNISHING OF SAFETY DEVICES AND PATROL SERVICE (IF APPLICABLE) SHOULD NOT CONSTITUTE A GUARANTEE OR WARRANTY OF THEIR EFFECTIVENESS OR IMPOSE ANY OBLIGATION TO CONTINUE THEM, EXCEPT AS MAY BE REQUIRED BY APPLICABLE STATE LAWS. RESIDENT FURTHER RELEASES AND HOLDS HARMLESS MANAGEMENT, THE OWNER AND THEIR RESPECTIVE AGENTS, OFFICERS, DIRECTORS, OWNERS, PARTNERS, EMPLOYEES, EMPLOYERS, AND REPRESENTATIVES FROM ANY CLAIM WHATSOEVER WITH RESPECT TO ANY PERSONAL INJURY OR PROPERTY DAMAGE WHICH IS IN ANY WAY RELATED EITHER TO RESIDENT'S RELIANCE ON ANY OF THE SAFETY DEVICES AND PATROL SERVICE MENTIONED ABOVE, OR TO ANY DEFECT, MALFUNCTION OR INADEQUACY THEREOF.

21. We are required by applicable state law to give the following notification to you: "Radon is a naturally occurring radioactive gas that, when it has accumulated in a building insufficient quantities, may present health risks to persons who are exposed to it over a period of time. Levels of radon that exceed federal and state guidelines have been found in several states. Additional information regarding radon and radon testing may be obtained from your county public health unit."

*IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement as of the_____ day of_____, 19____.*

_____

*Name of Apartment Property*

*INSIGNIA MANAGEMENT GROUP, L.P., MANAGING AGENT*

*By:* _____

*RESIDENT:*

_____

_____

_____

*Witness:*

_____

*Witness:*

_____