

MBJ Development Corporation

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1. Century Commons Handbook

1.1 CENTURY COMMONS RULES AND REGULATIONS

TENANT HANDBOOK

Congratulations on your decision to make Century Commons your new home for the upcoming year. On behalf of all of our staff at Century Commons we want to make your stay here as fun and productive as possible. Although the handbook seems to be focused on rules and regulations, we do not really want to intrude on your life here. There are rules and we hope you understand that it is all about keeping you safe and creating an environment where you can take this next big step on your life journey in a wholesome environment. Thanks.

OFFICE HOURS AND CONTACT INFORMATION

Century Commons student housing is independently owned and operated, and is in no way associated with Century College. All management and maintenance concerns should be directed to management either through your on line portal or down at the office and not to Century College.

You will find our offices hours posted on the door to the office. These hours may change from time to time depending on the season. You can also contact us by calling the office at (651) 777-3612 or emailing us at CenturyCommonsManager@gmail.com. You can also send an email from our website: www.CenturyCommons.net.

STORES AND SHOPS NEARBY

There is a strip mall on the corner of County Rd E and Century Ave and a grocery store about a block west of Century on County Rd E.

LAUNDRY

Laundry rooms are located on each floor near the main stairwell. There are two coin-op washers and two dryers in each room. The charge to use these is \$1.75 for wash or dry. The laundry rooms can be used any time of the day.

VENDING

Vending machines for snacks and pop is located in the Student Study Lounge and pop machines are located on the 2nd and 3rd floors in the laundry rooms. An ATM machine is also located in the Study Lounge for your convenience.

RENT & LATE FEES

Rent is due on or before the 1st day of each month. It is strongly recommended that you set up an automatic payment out of a bank account during your stay here. Payments out of a bank account don't incur a convenience fee but payment by a debit or credit card do. You can also drop off a check at the office or in the rent box in front of the office. Please make checks out to MBJ DEVELOPMENT CORP. Rent or other charges and fees paid by a check or money order will incur a \$15.00 convenience fee per item. Sorry, for security reasons cash is not accepted. If your check is not signed or does not have remittance information on it we can't deposit it and until we get it signed or get remittance information from you. your rent will remain unpaid and incur late fees.

Rent or any outstanding balance not received on or before the 4th day of each month will be considered late and incur an 8% late fee. There is also a \$50.00 administrative fee added to accounts with balances exceeding one half month's rent assessed after the 9th day of each month.

If you will be late paying rent for a month you should contact the office and work out arrangements for payment. This will avoid miscommunication and possible collections efforts taken by management.

PROOF OF ENROLLMENT

The City of White Bear Lake requires all of our residents to be students. You may take one semester off while living at Century Commons and you are not required to attend during the summer. You may attend any accredited school and you only need to take one credit per semester. Your lease and the City Ordinance requires you to provide management with either a class schedule, paid receipt or other proof of being enrolled. If you fail to provide proof of being a student or sign the one time waiver upon request you will be evicted with two week notice.

DAMAGES

You must complete along with management a Move In Inspection Report upon arrival. This form is for your protection. It keeps you from being responsible for any damage that existed upon move in. If we do not receive a form completed by you when you move in, you will be responsible for any damages that exist when you move out. Damages to the common areas (kitchen, living room, dining room, and bathrooms) will be divided between all of the tenants currently residing in the apartment, unless someone comes forward and admits to or reports the damage. Failure to report problems like water leaks or flooding in a timely manner will result in a significant charges for any part of the building damaged by the neglect for the cost to repair or replace damage.

MAINTENANCE & REPAIRS

If you have a major emergency such as a fire, hang up and dial 911. For a major problem such as flooding or loss of electrical service you can call our 24 hour emergency number: 612.400.2974. For all other maintenance concerns you should go to your tenant portal and submit a maintenance request.

WHAT IF MY TOILET CLOGS OR OVERFLOW?

There is a water shut-off valve on the wall behind the toilet near the floor. By shutting this off it will prevent your toilet from overflowing and causing possible damage to your apartment or the ones below. Be sure you do not flush your toilet once the water has been shut off. You should try plunging your toilet if it is plugged. If this does not work put in an on line maintenance request or speak with the office. Please do not flush any item other than toilet paper down the toilet.

KITCHEN SINK OVERFLOWS OR LEAKS

There are two water shut off valves under the sink. Just turn them off – to the right. You should put in a maintenance request on line. Never put any drain cleaners down the sinks.

SMOKE DETECTORS

Minnesota State law states that it is illegal for a resident to remove, disable, or tamper with a smoke detector. If during an inspection we discover this had been done, we will charge \$10.00 - \$85.00 per resident to the person responsible.

All trash and recycling must be in bags and placed into the dumpster. You will be charged \$35.00 and receive a lease violation for any bag or debris left in the hallway or anywhere outside of the dumpster. The dumpster is only for normal every day household waste and no other material may be placed in the dumpster including furniture.

HEATING & AIR-CONDITIONING

We will be turning on the heat sometime in Sept. You may open a window for up to five minutes to “freshen” the room, but windows must not be left open between October 1st through April 30. If we discover windows open during that period and no one home you will be charged for our staff to close the window and you will receive an infraction. In no case can you run the air-condition and have the heat on at the same time.

EXTERMINATION

Contact the office immediately with any report of possible pest at this property. We will then contact a contractor to treat your apartment.

LOCKOUTS AND LOST KEYS

If you lock yourself out of the building, apartment or room, there is a \$75.00 to \$150.00 lock out charge. We may waive one time only this fee. Lost keys and building FOBs will be charged back to you for replacement. The prices are outlined in the Lease agreement attached.

INTERNET

Century Commons offers high-speed wifi internet in the building for your use as a study tool and entertainment. At no time will you be allowed to use our internet or equipment to engage in illegal activity including downloading illegal content, illegal file-sharing, compromising the security of Management or other Tenants, or tamper with provided internet equipment. You agree not to hold us responsible for inconsistent speed, loss of service, loss or theft of data, breach of cyber-security, breach of privacy, or any other loss or damages while using this service. You are responsible for your own cyber-security and we recommend you take any and all precautions. If we learn you are in breach of any rules stated above, we reserve the right to restrict or terminate your use of the service. We reserve the right to change, alter, or regulate the nature of the internet service at any time without prior notice or consent.

RESIDENT REFERRALS

We love when you refer your friends and family members to live at Century Commons. If they list you as their referral source you will receive a \$50.00 credit on your rent for referring the new resident once they move in!

GUESTS

Your roommates should approve of any overnight guests prior to any invitations. They may only stay in your bedroom area. Guests should not sleep on the living room sofas. You are responsible for the conduct of your guests while they are on the property. Guests are not allowed access to the study lounge at any time including the use of the computers without you being present. Pets are not allowed to visit for any length of time. We will shut off your building fob if we see a non-resident using it to access the building.

IF MANAGEMENT DEEMS YOUR GUEST A DISRUPTION, THEY MAY BE TRESPASSED.

Guests are not allowed to stay in your apartment if you are present. Guests shall not visit for more than a 48 hour consecutive period and you may not have overnight guests more than 14 days out of the year. If Management discovers that you have allowed someone to live in your apartment without our consent, you will issued a lease violation and / or evicted.

TRESPASS

We reserve the right to exclude your guests or any other unauthorized people from our building and / or the apartment. We may trespass any guests if they are in violation of the rules in this handbook or your lease, or if we believe them to be a nuisance, disturbance, threat to safety, involved in any illegal activity, or for any reason not limited to the before mentioned.

QUIET HOURS

On-Call will be enforcing quiet hours from 10:00pm to 8:00am the following morning. Quiet Hours means that On-Call cannot hear your electronic equipment from outside of your apartment; either from the hallways or from outside the building. You may or may not get one verbal warning regarding noise levels.

If your roommates are noisy, intoxicated, or have unauthorized guests who are a disturbance, just call On Call. They will "stop by" and will protect your anonymity. There is no way for us to control unwanted behavior if we are not made aware of the situation.

If you are living in an unacceptable environment in your apartment due to the behavior of your roommates, whether due to noise, alcohol, drugs, or even if you just don't get along, you need to let the office know. Remember that all your roommates and neighbors are here to study and need peace and quiet. If a roommate asks you to lower the volume on something, please show them respect and do so.

LEASE VIOLATION

If you violate any of the rules outlined herein you will receive a lease violation letter. If you receive three lease violations in the same 12 month period you may be evicted or your lease not renewed.

ROOMMATE ISSUES

Apartments are assigned based on the preferences you placed on your roommate matching form. We do our best to place you with people you have similar lifestyles with. If the building is full we may not have the best selection of apartments, but as openings occur throughout the year we may be able to make room changes. Our availability is limited, and transfer fees may apply.

RESPONSIBILITY

Century Commons Is not responsible for your behavior or that of your roommates. We are not responsible if your roommate steals from you – your roommate and his or her guarantor are responsible, and some behavior may be an issue for the Police to resolve. Although we try hard to enforce the rules and the lease, it is impossible for us to know what is going on inside your apartment. It is your responsibility to make us aware of infractions that are occurring in your apartment.

HOUSEKEEPING

Your room and the common areas of your apartment must at all times be clean and free of debris. We will be conducting housekeeping inspections periodically through the year inspecting each and every apartment to ensure that sanitary and safe conditions are maintained. You will be warned to clean unsanitary areas and if you don't we will clean and charge you for it. You may also receive a lease violation for failure to comply with the housekeeping policy. All tenants and roommates in a unit are jointly responsible for cleaning the common area space regularly and upon move out. It is up to the roommates to agree amongst themselves the frequency of cleaning and the individual responsibility for items cleaned. All Tenants and roommates in a unit are jointly responsible for damage to common area furnishings provided by management such as couch, sofa, armchair, recliner, dining room table and chairs, internet devices, and others unless otherwise agreed to or mentioned upon move in on the Move In Inspection Form.

RULES & REGULATIONS

Drugs - We have a zero tolerance policy towards illegal substances. If illegal substances are found in your apartment, they will be confiscated, the police contacted, and you may be evicted. If you have a guest that is using illegal substance in your apartment, you will be evicted. If you have a roommate that is using illegal substances, it is in your own best interest to report it while it is happening. You can do this anonymously by calling or emailing the office.

Alcohol - No one under the age of 21 is allowed to consume or possess alcoholic beverages anywhere on the property. Possessing or consuming alcohol is prohibited for all residents under the age of 21. Sharing alcohol with minors is prohibited. If we discover alcohol, including empty bottles, and cans in the common areas of an apartment that is occupied solely by persons under the age of 21, all occupants of that apartment will be fined \$100.00 for the first offense and possible eviction on the second offense. No glass containers are allowed outside of an apartment, except for transferring to the garbage and in bags. Alcoholic beverages may not be consumed outside of the buildings. You will be responsible for any guests violation this policy.

Firearms - Century Commons bans all firearms including BB guns, pellet guns, or paint ball guns from the premises unless otherwise authorized in writing by us.

No running, roughhousing, or sports like activity should occur in the hallways of the building. Any vomiting, urinating, etc, in the common areas will not be tolerated. Cleaning charges and a lease violation will be assessed.

Provided furniture is not to be removed or traded between any units or apartments. Furniture meant for common use in an unit is not to be used in your bedroom to the exclusion of the other roommates who have a right to use them. You are not to exclude roommates from using of the common are space or furnishing.

The study lounge is intended to be a quiet place for study, and not to be used for any other purpose unless otherwise specified in writing by us. You may not exclude tenants from using this room, its furnishings, or computers or equipment. Furniture in this room is to remain and not moved. You will be held liable for damage done to any property in this room if you or your guests are the cause of said damage.

QUIET ENJOYMENT OF THE PREMISES AND SAFE ENVIRONMENT

Century Commons has zero tolerance for any behavior that is rude, threatening, or disrespectful to residents and / or staff. We currently have on staff a caretaker/night watchman person who will be patrolling the building at night. If our staff ask you to quiet down, or cease any other behavior or violation of these rules, you must obey. Violation may result in a lease violation, non-renewal, or eviction.

APARTMENT ENTRY

Your lease defines reasonable notice as 4 hours but we attempt to give 24 hour advance notice of entry when possible. Submitting a maintenance service request constitutes notice and our staff may come into your unit immediately during normal business hours to fix the issue. We may enter the unit without giving advance notice in the following situations:

1. When immediate entry is necessary to prevent injury to property or people due to concerns over maintenance, building security, or law enforcement.
2. When immediate entry is necessary to determine a tenant's safety.
3. When immediate entry is necessary to comply with state law or local ordinance.

If on-call or Police department knocks on your door and clearly identifies themselves as On Call or Police, you must open the door. If you don't, they will conclude that your safety is in question and will open the door on their own. If it turns out that you just didn't want to open the door, each resident present will face a lease violation for failing to cooperate with Management, and On Call, or the Police.

TRANSFERRING APARTMENTS

If you wish to transfer to another apartment, you must contact the office and fill out an application for transfer. Management must approve of any transfer and will assign a new apartment to you. Keys to the new apartment will not be issued until Transfer is completed on line by management and you have signed the new lease. Management reserves the right to deny a transfer for any reason.

A \$100.00 fee to transfer apartments is due upon receiving keys to your new apartment. You will also be responsible for cleaning your current room after you have vacated before turning in your keys. You will get 24 hours to transfer to your new apartment. You will be responsible for any damages to your old apartment. The second transfer is \$150.00 and if you requested a third transfer the charge is \$200.00. These rates are subject to change

Management may ask you to transfer at no charge if the units is to be remodeled, renovated, or repaired or at the end of a semester if your apartment is not full.

PARKING & PLOWING

You must have a parking pass to park in either of our parking lots. No guest parking is allowed. Both lots require a parking pass which must be displayed at all times in the vehicle. We charge monthly for parking, these rates are subject to change. You must park only in the lot allowed for by the color of your parking pass. You will be towed away at your expense if you park in our lots without a permit or in the wrong lot. We reserve the right to limit the amount of parking passes you rent, as well as the right to revoke the privilege of parking in our lot.

When we have a snow fall that requires plowing, we will send you notice to remove your vehicle via email and / or text with as much advance notice as possible. Cars that are not removed will be towed so please remove your car as requested.

Absolutely no maintenance such as changing oil or auto parts is allowed in either parking lot. Cars that are not licensed or inoperable will be towed away at the owner's expense. You park in our lots at your own risk and we will not be held responsible for damage or vandalism.

LEASE RENEWAL & VACATING

We typically send, two and one half months prior to the end of your lease, a letter stating the new terms of the next lease period with the renewal price. You must provide written notice of your intention to not renew and vacate at least 2 full months and 1 day prior to the end of your lease. There are penalties for late notice. If no notice to vacate is received then we will send you a new electronic lease for you to review and sign. In general, you cannot get out of your lease. It is a legally binding document.

Because we move tenants from room to room quite frequently, we will treat your empty room as a vacancy, which can be moved around the property. Moving an existing tenant into your room does not constitute re-renting or fulfillment of your obligation. vacancies are filled on a first-in, first-out basis. In other words, the first vacancy created by someone moving out will be the first one we fill when we get a new tenant.

SECURITY DEPOSIT REFUND

Your deposit will be returned within 21 days after your lease end date. You must provide us with a forwarding address, otherwise no return is possible. If you do not pay for the rent for the last month, assuming your deposit shall serve as last month's rent, you will be charged a double penalty as allowed for by Minnesota Statute #504B Subd 178. If you owe Century Commons money upon moving out, please be sure to set up a payment plan with Management immediately or your account will be turned over to collections.

LEAVING PERSONAL ITEMS

If you leave any items behind, we will store your items (except perishable items) for 28 days in accordance with Minnesota guidelines. You will be billed a monthly storage fee of \$200.00 for us to hold your items. We also will bill you \$10.00 per bag of trash and \$35.00 per hour for our staff time to bag and inventory your items. If you notice any past tenant items in your apartment please notify the office at once.

POSTAL OFFICE NOTIFICATION

When moving in or out, or when transferring apartments, be sure to do a change of address form for the Post Office. This can be done at any Post office location or online. Management will not be responsible for mail or packages delivered after a tenant moves out. These items are typically returned to the sender.

UPDATES

Century Commons reserves the right to modify this agreement at any time. You will be provided with a written copy of any such modification via email before they go into effect.

By signing below I acknowledging receiving and reading the Century Commons Handbook and agree to the terms as a binding part of the lease.

X _____

Date Signed