



BIGOS

MANAGEMENT

A Bigos Management Property

Welcome to Eden Commons

We created this Resident Handbook to promote a healthy and comfortable environment for the enjoyment of all of our residents and their guests. Good management practices dictate the need for rules that are reasonable and consistent. If and when there is a policy or process change, all residents will be notified. Policies, processes, and procedures may be subject to change at management's discretion.

This Resident Handbook is an Addendum to your Lease Agreement and contains operating policies and procedures that will acquaint you with the standards to which we expect our residents to adhere.

Once again, welcome to Eden Commons. We hope you enjoy your stay as much as we enjoy having you. Our staff of professionals are here for you. If there is anything we can do to assist you, please contact the Rental Office. Thank you!

Rental Office Information:

Address:	11605 Wilder Dr Eden Prairie, MN 55344
Office Phone:	952-941-0811
Office Fax:	952-941-3320
Email:	edencommonsleasing@tbigos.com
Alt. Email:	
Website:	www.edencommons.com

Rental Office hours are:

Monday	09:00 AM - 07:00 PM
Tuesday	09:00 AM - 07:00 PM
Wednesday	09:00 AM - 07:00 PM
Thursday	09:00 AM - 07:00 PM
Friday	09:00 AM - 05:00 PM
Saturday	11:00 AM - 04:00 PM
Sunday	Closed

NOTE: Office and Leasing Hours are subject to change without notice.

RESIDENT HANDBOOK / LEASE ADDENDUM

- RENTAL PAYMENTS 5
- MOVING INTO YOUR NEW HOME 5
- RENTER’S INSURANCE 6
- MANAGING UTILITIES..... 7
- WEAPONS/FIREARMS 7
- CARING FOR YOUR APARTMENT 8
- RENOVATING 10
- HOLIDAY TREES AND WREATHS..... 10
- BALCONIES/PATIOS 10
- PETS 11
- SATELLITE DISH AND ANTENNA AGREEMENT 12
- USING YOUR APARTMENT 12
- LEAVING FOR AN EXTENDED PERIOD OF TIME 13
- MAINTENANCE 13
- CONTROLLED ACCESS DOORS 14
- RECYCLING AND TRASH REMOVAL..... 14
- VEHICLES, PARKING, GARAGES & ACCESS DEVICES 15
- SNOW PLOWING RULES 16
- USING THE COMMON AREAS..... 17
- ~ RESIDENT BENEFITS & FEATURES ~ 17
- BBQ PICNIC AREA 17
- COMMUNITY ROOM 18
- DVD LIBRARY AGREEMENT 18
- FEEDING WILDLIFE..... 18
- FITNESS CENTER 19
- PACKAGE LOCKERS/ROOM 19
- SWIMMING POOLS..... 20
- ~ MISCELLANEOUS INFORMATION ~ 21
- COMMUNICATION 21
- TRANSFER POLICY 22
- MOVING OUT PROCEDURES 22

DEPOSIT REFUND / FORWARDING ADDRESS 23
LANDLORD/TENANT RIGHTS..... 23

RENTAL PAYMENTS

Rental Office and Rental Office Staff are not authorized to accept cash. All payments received in the Rental Office must be in the form of a check, WIPS, or certified funds. Through the Resident Portal, payments can be received via ACH/EFT, debit or credit card. We strictly adhere to a **NO CASH** policy.

Rent is DUE on or before the first (1st) of each month. Rent is due and payable without demand, by the 1st day of each month. After the 1st of the month, your rent is considered late. You have a grace period until 11:59 PM on the 5th of the month to pay your rent without penalty. After that, a late fee is charged in accordance to your Lease Agreement. Late payments must be made in the form of certified funds, WIPS, or paid by debit or credit card. Four (4) or more late payments in a 12-month period may lead to a non-renewal of your lease.

NSF checks require immediate action. If a payment is returned due to a closed account, wrong account number, or because of non-sufficient funds (NSF), the Rental Office will notify you. Upon notification, you will be required to replace your previous payment with certified funds, WIPS, or pay by debit or credit card for your rent plus a Late Fee and an additional NSF Fee in accordance of your Lease Agreement before close of business the following day.

We do understand that mistakes can happen. However, if we receive two (2) NSF payments, we will require that all future rental payments be paid with certified funds, WIPS or by debit or credit card.

MOVING INTO YOUR NEW HOME

As a resident, your contact information is extremely important. If you have not provided the Rental Office with the most updated information, please do so at this time. If your information changes during your residency, please update your information on the Resident Portal with all changes, such as:

- Home and/or Cell Phone
- Email Address
- Vehicle Information

The following changes must take place in person in the Rental Office:

- Name Changes
- Occupancy Changes-*roommate add or drop, new family member, etc.*

The day of your move can be a hectic experience. To help alleviate some of the stress of moving, we have compiled the following information to assist you:

Scheduling a move-in appointment - Please call the Rental Office at least one (1) week in advance to schedule an appointment so management can be prepared to assist you.

Completing a Statement of Unit Condition (SOUC) - On the day you move in, please arrive at the Rental Office to complete any unfinished paperwork. You will also receive a SOUC checklist to record any pre-existing conditions in your new home (*upon request, we are available to complete the SOUC checklist*

with you). Be sure to thoroughly fill out the SOUC checklist and return it to the Rental Office within 48 hours.

Upon vacating, management will walk through your home and you may be assessed/charged for any damages not previously noted on the SOUC checklist.

Rules for moving in:

- Moving hours are 10 AM to 10 PM.
- The designated move-in entrance is the one closest to your apartment home.
- Use caution when moving your furniture into your home to keep the building looking its best and free of damage to the walls and doors.
- NO PARKING or DRIVING on the lawn or walkways. Moving vans, trailers, and all other vehicles are not permitted to drive or park on the grass or sidewalk areas. Any damage caused by parking or driving in these restricted areas will be charged to you. Any unauthorized vehicles will be towed without notice and at the vehicle owner's expense.
- Please do not put furniture, box springs/mattresses, electronics etc. in or around the dumpsters. To dispose of these items, contact your Rental Office and they will verify the disposal cost for you. You will be charged disposal fees if you discard unwanted/unapproved materials in dumpsters.

RENTER'S INSURANCE

We strongly suggest that you obtain a Renter's Insurance Policy to protect your belongings. The insurance carried by the landlord will not cover any losses to your personal property that might result from an incident on the premises, including but not limited to, fire, theft, flood, vandalism, etc. *For example, if a fire that's the fault of the landlord destroys part of the rental unit and damages a resident's possessions, the landlord's policy will not cover the resident's personal belongings—it will compensate only the landlord for the cost of repairing the structure.*

Similarly, the Landlord's liability policy won't cover you if you or your guest cause damage to the property or cause injury to someone on the property, whether caused willfully, accidentally or through negligence. This means that you may be personally responsible if you or your guests cause:

- Destruction of the building.
- Loss of or damage to your property, the rental unit, or another resident's belongings.
- Death or injury to yourself or others.

These damages could be catastrophic. You are responsible for any potential consequence of these damages and therefore it is in your best interest (*and highly recommended*) to carry Renter's Insurance.

Renter's Insurance policies are relatively inexpensive, and in most cases, can be purchased from the same company with which you insure your vehicle.

Bigos Management requires proof of a Renter's Insurance Policy prior to your move in; for the following items:

- A waterbed.
- A fish tank over 30 gallons.
- A satellite dish.

MANAGING UTILITIES

All Utilities – Unless included in Rent pursuant to your Lease. All utilities must be in your name prior to move in. See your Lease Agreement for a list of utilities which will be your responsibility for the duration of the Lease Term.

Utility providers are listed below:

Electricity - Excel Energy

To connect electricity, call (800) 895-4999

Gas - CenterPoint

To connect gas, call (612) 372-4727

Cable and Internet – it is your responsibility to set up and troubleshoot cable and internet service with your own service provider. The Rental Office must approve all satellite dish installations or modifications to the current wiring. WiFi may be available in certain areas of the community - please contact the Rental Office for those locations in the community.

Cable/Internet providers are listed below:

Comcast

Cable: 1-800-934-6489

Century Link

Internet: 1-866-963-6665

Interruption of Service - Eden Commons is not responsible for interruption of service beyond its control. In the case of a malfunction of equipment or utilities, please contact the applicable utility, cable, or internet provider, prior to notifying the Rental Office. *Please Note ~ broken cable or internet service is not a maintenance emergency.*

WEAPONS/FIREARMS

UNLESS PROHIBITED BY LAW:

All weapons/firearms must be maintained in accordance with the law in Resident's apartment. Any weapon/firearm removed from the apartment must be concealed from plain view while being transported from apartment to vehicle and back to the apartment. Openly carrying or displaying weapons/firearms is strictly prohibited.

The use or display of any type of weapon, firearm, or dangerous object contrary to this provision is strictly prohibited within the boundaries of any Bigos Management Apartment Community. This includes, but is not limited to:

- Shotguns, handguns, pistols, rifles, etc.
- Ammunition of any type
- Pellet guns, B.B. guns, air guns, of any type
- Archery equipment (bows, arrows, targets, etc.)
- Slingshots or any device that could shoot a projectile
- All sharp edged or pointed objects (knife, sword, etc.) used or displayed in a manner that could threaten, intimidate, or harm another
- Any other type of instrument, object, and/or material that may be deemed a weapon or could be threatening, intimidating, or harmful to another

The illegal possession of weapons/firearms by a resident, a resident's guest, or a resident's service provider is prohibited and constitutes a material lease violation. Management reserves the right to refuse maintenance if weapons/firearms are visible in your apartment.

CARING FOR YOUR APARTMENT

Caring for Carpet and Flooring - It is your responsibility to care for carpeting and flooring during the duration of the Lease term. You will be charged for excessive damage to your carpet and flooring upon move out.

- **Carpet** - Upon move-in, the carpet in your apartment is either brand new or professionally cleaned. It is your responsibility after moving in to keep the carpet clean. **Flooring** - The flooring in your home is no-wax flooring and using harsh chemicals may cause damage. Please read the labels on the products you would like to use and make sure it is appropriate for your type of flooring. To prevent staining the flooring, avoid mats with rubber backing.
- *If applicable*, follow these tips to care for parquet/wood flooring:
 - **Dust mopping to remove dirt** - For best results dust mop your wood floor a minimum of once per week. A good quality dust mop is the most effective tool for removing finer particles of dust and grit that will grind off the finish of your floor.
 - **Damp mopping spills and heavy dirt** - Lightly damp mop the floor with cleaners such as Swiffer Wet/Dry or ½ cup of Windex to a gallon of water. These cleaners will not harm the floor finish, nor will they leave a film.

Be careful to use only a damp mop, not wet, as excessive water will damage the floor. (*Note: Oil soaps, liquid ammonia and vinegar are not to be used on the floor.*) Do not let the cleaning solution remain on the floor. Use a clean towel to dry the floor.

Caring for Dishwashers - Rinse the dishes before loading them. Fill the soap containers with soap specifically made for dishwashers and use drying agents. Be careful not to overfill. To conserve energy, use the dishwasher when it is full. Make sure to start the dishwasher at the beginning of the cycle. It is recommended to run your dishwasher a minimum of once a week to prevent odors and damage.

Caring for Refrigerators - Use 25- to 40-watt appliance light bulbs in the refrigerator. Never turn off or unplug the refrigerator and close the door. Doing so, causes odors that cannot be eliminated, and the cost of a replacement refrigerator may be passed on to you.

Caring for Stoves/Ovens - Clean the stove/oven regularly to insure maximum operational effectiveness. Do not allow grease or food particles to build up in the oven or under the elements as this is a fire hazard. Do not put foil in the oven or line drip pans with foil as it may cause damage or fire, and the cost to repair or replace will be passed on to you.

If your apartment has a ceramic cook top stove/oven, any spills with high sugar content should be removed immediately. Failure to clean spills or build-up could result in permanent staining. Any damages beyond normal wear and tear will be charged to you upon move out.

If your apartment has stainless steel appliances, clean with non-abrasive soapy water and a dishcloth. Rinse with clean water and a soft cloth. Wipe stubborn spots with an ammonia-soaked paper towel and rinse. NEVER use an abrasive cleaner. Always clean/wipe with the grain of the stainless steel. Magnets are not recommended on stainless steel as they may scratch the surface. Any damages beyond normal wear and tear will be charged to you upon move out.

Caring for Garbage Disposals – Edén Commons DOES DOES NOT have Garbage Disposals. If there is a Garbage Disposal, the following information pertains to the resident. If there IS NOT a Garbage Disposal, please skip to the next section.

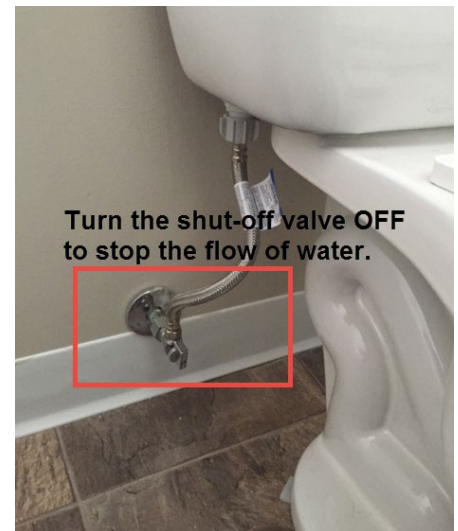
If your garbage disposal is not working, please check the switch on the wall and also check the reset button on the bottom of the disposal.

To care for your garbage disposal, do the following:

- Always run cold water when your garbage disposal is running and continue the water flow for a few additional seconds after the disposal has stopped. This practice will prolong the life of the disposal and help reduce clogging and build-up in the waste lines. Pay attention to what you are placing into the garbage disposal. You must never put the following materials: rice, potato peels, pasta, grease, egg shells or any other stringy, fibrous materials. Materials such as bones, seafood shells, fish tank rocks, and cat litter will damage the garbage disposal.
- You will be charged for any damages, or for any non-food items found in your disposal.
- To clean and freshen your garbage disposal, place small citrus peels (*orange, lemon, etc.*) in the disposal and run cold water with your garbage disposal running.
- To sharpen the blades and keep your disposal in top condition, we recommend placing ice cubes in your disposal each month while running cold water through your disposal.

Caring for Plumbing - It is critical to resolve all plumbing issues immediately.

- If you are concerned about your plumbing, your toilet is running, or a faucet is dripping, please call the Rental Office as soon as possible for a maintenance request. If we can resolve a potential problem before it escalates, everyone will benefit.
- To help keep your plumbing in working order, it is important that you make sure that no foreign objects go into your toilet or sink drains. If problems arise from misuse, the Rental Office will charge you for time and material along with any additional costs to repair.
- If a sewer problem arises, make sure you turn the water shut-off valve off at the pipe and call the Rental Office immediately.
- Avoid using Drain-O, Liquid Plumr, or other drain clearing products as they can permanently damage pipelines. Please call the Rental Office as soon as possible for a maintenance request.
- DO NOT use Comet, SOS pads, or other abrasives on sinks or other surfaces. Doing so, may cause damage and the cost to repair may be passed on to you.



Caring for Heating - During the winter season, **do not turn the heat off** in your apartment while you are away. The heat should be kept at 60 degrees Fahrenheit or higher to keep pipes from freezing. If there is any damage from your heat being off or from frozen pipes, you will be responsible for all costs.

RENOVATING

Bigos Management wants you to make your apartment your home. However, your Lease Agreement restricts alterations to the apartment and we do have a few additional guidelines you must follow:

Window coverings - Blinds are provided in the apartment, these may not be removed. You may hang your window treatments over the blinds if you so choose. Please do not place anything over the window that can be seen from the outside. This will keep the exterior community of the building looking the best for you and your guests.

Door locks - Door lock alterations, door chains, latches, hardware, or new door locks must not be installed without prior written approval of the Rental Office. *(If/When approved, the Rental Office will also need a set of the new keys).*

Fixtures - Permanent fixtures should not be installed in the apartment without prior written approval of the Rental Office.

Hallway Door Mats – Welcome or Door Mats are allowed *inside* your apartment home; however, due to tripping hazards and cleaning issues, we do not allow them in common areas, hallways, or outside your apartment door. In addition, all personal items *(such as, boots, shoes, etc.)* must be kept inside your apartment home.

Apartment Door Decorations – Wreaths *(no live wreaths)* and door signs are allowed if hung by a 3M hook, please no nails. Offensive or derogatory signs are never allowed.

Walls

- Adding wallpaper, painting, and other permanent changes are not allowed without prior written approval of the Rental Office.
- Avoid self-adhesive items on the walls including sticky tape or putty (3M Command Strips are okay).
- Small and a minimal number of nails and hooks are acceptable for hanging pictures. Any hole larger than a dime-size hole is considered beyond normal wear and tear and you will be responsible for time and material for repairing.

Bigos Management reserves the right to improve, renovate, and remodel the property, exterior building, and interior of the building, etc., without notice or permission.

HOLIDAY TREES AND WREATHS

Due to potential fire hazards, Bigos Management strictly prohibits real/live holiday trees or holiday wreaths.

BALCONIES/PATIOS

You may keep patio furniture and plants on your balcony/patio. Due to fire hazards, balconies/patios are not to be used as storage areas. In addition:

- Keep patio furniture in good condition.
- Use protective plates under plants and flowers.

- Birds and animal feeders have been known to bring unwanted critters to the community. Therefore, bird and animal feeders are not allowed.
- Do not store bikes on your balcony/patio. Bikes can be stored in your storage area (if applicable) and in the garages for your convenience.
- Do not throw items from the balcony/patio. Resident will receive a Lease Violation for such incidents.
- Please be considerate of neighbors when sweeping the balcony/patio, watering plants, or letting your pet be outside on your patio/balcony.
- Do not hang anything including laundry, rugs, swimwear, or towels from the balcony/patio.
- Do not install satellite dishes or other permanent fixtures. If fixtures are found on your balcony/patio, they will be immediately removed, and you may be charged for the damage. For more information about satellite dishes, see the Satellite Dish section of this Resident Handbook.
- Do not run cords or hoses from inside your apartment out to the balcony/patio.
- The City of **Eden Prairie** does not allow combustible materials on any balconies/patios; therefore, you are not allowed to have the following items on your balcony:

Gas Grills

Barbeque Grills

Charcoal Grills

Charcoal Grills

Grilling of any kind is NOT allowed on any patios or balconies.

There are charcoal grills located on the property.

PETS

Eden Commons allows the following pets: dogs, birds, cats, fish, and certain other caged animals are allowed on all floors. Other animals/pets or visiting animals/pets are not allowed.

If an animal/pet occupies the apartment without prior written authorization for any amount of time, you will be charged a **\$150.00** fee and will be required to immediately remove the animal/pet from the apartment. You will also be charged for any damage while the animal/pet occupied said apartment. Resident(s) may add a pet to the Lease if it meets the approval criteria on the Pet Addendum and appropriate deposits and fees are paid with Management.

- Any unauthorized pets, whether permanent or visiting, are not allowed on the premises. If there is an unauthorized animal on the premises and you do not remove it after the Rental Office requests you to do so, you will receive a Lease Violation. A Pet Addendum and additional fees are required for each pet. Consult the Rental Office for a Pet Addendum before any pet is brought to the community.
- Animals/Pets that are allowed to be “loose” at any time in the apartment MUST be litter box/cage trained.
- Pet guidelines:
 - You are allowed to have a maximum of three (3) pets in your home, with no more than two (2) being a cat and/or dog. For pets other than a cat or dog, one (1) habitat (i.e., cage, aquarium) counts as one (1) pet.
 - **Birds**
Finches, canaries, parakeets, cockatiels and other parrots are allowed, with the exception of all cockatoos (common species names are Umbrella, Goffin & Moluccan) and large macaws (common species names are Blue & Gold, Green Wing, Scarlet). No other birds will be allowed.

- **Cats**
No more than two (2) cats allowed per apartment home, and the cats must be spayed/neutered. Consult the Rental Office for a Pet Addendum before any pet is brought to the community.
- **Dogs - Eden Commons** **DOES** **DOES NOT allow Dogs**
All dogs will be subject to management approval. A list of dog breeds that we do not allow on the property is included in the Pet Addendum. Consult the Rental Office for a Pet Addendum before any pet is brought to the community.
- **Fish**
Fish are permitted in tanks on upper floor apartments that are no larger than one 30-gallon aquarium or the equivalent. The tank must be secure. Tanks that are 31-55 gallons are allowed on first floor apartments only. Owners of a 31-55 gallon fish tank must also provide proof of renter's insurance.
- **Caged animals**
Small to medium (*less than 36 inches*) cages are allowed for hamsters, gerbils, etc., and the cage must be secure. Rabbits are allowed as long as they are litter box trained.
- **Reptiles**
Non-venomous reptiles (*lizards, iguanas, etc.*) are allowed. Other reptiles listed below are **NOT allowed**:

Large Constrictors	Pythons	Boa Constrictors
Anacondas	Large Snakes	Etc.
- **Other animals**
No ferrets, minks, large snakes, poisonous spiders, etc.

SATELLITE DISH AND ANTENNA AGREEMENT

If you would like to install a Satellite Dish or Antenna, please check with the Rental Office. To install a Satellite Dish:

- You must first have written permission by the Rental Office
- Pay a Satellite Dish Deposit of \$300.00
- Sign a Satellite Dish Agreement
- And show proof of Renter's Insurance and execute an indemnity agreement to hold Management harmless from any injury or damages caused by resident's installation or ownership of such Satellite Dish or equipment.

USING YOUR APARTMENT

Guests may stay no more than thirty (30) consecutive days - You are responsible for the proper conduct of your guests. You are welcome to have guests for 30 consecutive days and not longer than 30 total days in any given 12-month period. If you are planning to have a guest stay longer than 30 days, please contact the Rental Office.

You are responsible for your guests and must see to it that your guest abides by the policies and procedures of the building. Guests should not annoy, harass, embarrass, or inconvenience other residents or their guests. The costs to repair any vandalism or damage caused by your guests will be charged to you. Guests **may not** have their mail transferred to your apartment.

You may not carry on a trade or use the apartment or appliances for other purposes. In compliance with your Lease Agreement, running any business establishment on residential property is prohibited. The apartment community is designated for residential housing only.

Soliciting is not permitted.

You may not use the stove or oven for heating of your apartment. Use all appliances for their intended purposes ONLY.

Additional appliances (freezers, washers, dryers, etc.) are not allowed and are strictly prohibited.

You may not make loud noises, have noisy assemblies (parties), or bother other residents. You are responsible for noise created by you, the occupants of your apartment, and/or your guests. Do not play excessive music or use profane or obscene language. Noise should not permeate into the hallways between the quiet hours of 10 PM to 7 AM and should be kept at a courteous level at all times.

The City of Eden Prairie DOES NOT allow the use of extension cords in lieu of permanent wiring. 'Power Strips' without circuit breakers and multi-plug adapters are also not permitted. 'Power Strips' with circuit breakers are acceptable but cannot be piggy-backed with another extension cord or power strip to gain a longer cord. ALSO, any appliance which is compressor driven or that cycle on/off MUST be plugged directly into a wall outlet. No 'Power Strips' are acceptable for this type of use.

LEAVING FOR AN EXTENDED PERIOD OF TIME

Notify the Rental Office how you can be reached in the event that it would be necessary to contact you during your absence.

You will need to make arrangements for someone to move your vehicle in the event of a parking lot or garage maintenance.

Make arrangements regarding your mail, including filling out a hold mail form or temporary forwarding form (*see your local Post Office or USPS.com for details*).

During the winter season, **do not turn the heat off** in your apartment while you are away. The heat should be kept at 60 degrees Fahrenheit or higher to keep pipes from freezing. If there is any damage from your heat being off or from frozen pipes, you will be responsible for all costs.

MAINTENANCE

Any time you have a request for work to be done in your apartment, please call, email, or submit a maintenance request via the Resident Portal. Please specify if permission is granted to enter your home if you are not there. A work order will be written, and the Maintenance Technician will be notified.

After-hours emergencies - The following situations are considered maintenance emergencies, and we ask that you call us immediately. An after-hours on-call Maintenance Technician will assist you outside business hours for the following:

- No heat, or if the temperature in your apartment is below 68 degrees Fahrenheit between September 30th and April 1st

- No air conditioning if outside temperature is above 80 degrees Fahrenheit (*unless a medical condition requires air conditioning*)
- No hot water
- No water
- Any threat to the controlled access
- Backing up of sewer or other sanitation system
- Plugged toilet (*in a single bathroom home*)
- Refrigerator not working
- Sink, tub, toilet, or dishwasher overflowing or leaking
- No electricity in part of or in your entire home. Electrical failures or short circuits that threaten safety of residents of their property
- Damage caused by wind or storm
- Fire
- Flood

PLEASE NOTE: You will be charged for any false emergency calls.

Lockouts - If you become locked out of your apartment, please call the Rental Office. If after hours, select the emergency maintenance option. Maintenance personnel will respond to open your door (*be prepared to show proper identification matching the name listed on the Lease Agreement*). A fee, in accordance to your Lease Agreement, will be assessed for any after-hours lockout which is payable to Eden Commons Rental Office by the end of the next business day. You will be charged an additional fee if the locks need to be changed.

CONTROLLED ACCESS DOORS

Controlled access doors are not security doors - Never admit someone you do not know. If a stranger asks for entrance, ask them to ring the apartment of the person they wish to visit and let that resident admit them. Please do not prop open ANY entry doors. Propping entry doors violates city and state fire codes. It also allows rodents, animals, and strangers to enter the building.

Do not pull entry doors open with your key - When you open the controlled access door, please do not pull the door open with your key. Turn the key and use the handle to open the door. Using the key to pull the door open can cause damage to the locks.

RECYCLING AND TRASH REMOVAL

Only trash that is properly wrapped in plastic bags and tied at the top may be placed in the trash bins/chutes. Please do not leave trash bags outside of your door. Recycling bins are located by buildings 3, 7,8,10,12 and 14.

Please break down any boxes and bring them to the recycling area. If any cardboard containers belonging to you are found blocking the trash chute, you will be charged a **\$50.00** service fee.

Please do not put furniture, box springs/mattresses, electronics etc. in or around the dumpsters. To dispose of these items, contact your Rental Office and they will verify the disposal cost for you. You will be charged disposal fees if you discard unwanted/unapproved materials in dumpsters.

VEHICLES, PARKING, GARAGES & ACCESS DEVICES

All motorized vehicles that are parked in the parking lot or underground parking garage must be in a drivable condition at all times. Vehicles may not occupy the same parking space continuously for more than six (6) days (unless approved by Management) or the vehicle is subject to towing without notice and at the vehicle owner's expense. All vehicles must have current registration and license plates visible on the vehicle at all times.

Please cooperate with Management's efforts to maintain all parking areas and garages including, but not limited to moving your vehicle to accommodate snow plowing, sweeping, striping, washing, and repairs. Failure to cooperate with these efforts could result in your vehicle being towed without notice and at the vehicle owner's expense. Individual garage doors should always remain closed at properties with exterior garages.

- No more than one vehicles per leaseholder are allowed on property.
- **Speed limit is 15 miles per hour**, unless otherwise posted. Please respect others and exercise courtesy and safety while driving and parking on the property.
- **Vehicles must be in good operating condition.** Fluids leaking from your vehicle must be cleaned immediately and your vehicle repaired. If the vehicle continues to leak, it will be towed from the property at the owner's expense. Charges will apply for cleaning.
- **Vehicle repairs.** Any mechanical repairs to a vehicle are not to be made on community property, including inside the garage.
- **Vehicle Storage.** Vehicles that are inoperable, abandoned, or have expired license tabs are not allowed on the property. They will be towed from the property at the owner's expense.
- **Towed vehicles.** Vehicles not in compliance with community rules will be towed without notice and at the vehicle owner's expense. If your vehicle is towed, contact Bobby and Steve's Auto World 952-944-9955.
- **Theft or damage on the property.** Bigos Management is not responsible for theft or damage occurring on the property. This includes, but is not limited to, water damage, fire, or theft.
- **No parking in fire lanes and striped areas.** No parking is allowed in areas marked as fire lanes or striped with hash marks. Vehicles-parked in these areas will be towed without notice and at the vehicle owners' expense.
- **No parking on the lawn.** Vehicles should not be parked to extend onto the sidewalk or grass areas and are not allowed on the lawn at any time. Any (unauthorized) vehicles will be towed without notice and at the vehicle owner's expense.
- **No parking in specific areas.** No parking is allowed in the turnarounds, loading docks, in front of dumpsters, or in front of the Office except where designated. These areas are for short-term business purposes only. Vehicles parking in these areas will be towed without notice and at the vehicles owner's expense.
- **Non-vehicles.** Trailers, boats, campers, etc. are not to be parked on the property. Storage of anything other than motorized vehicles is not allowed in the parking or garage areas. You will be notified to remove any additional unauthorized stored items.
- **Repairing, striping, and sweeping parking lots.** Bigos Management must periodically repair, stripe, and sweep the parking lot area(s).
 - You must cooperate by moving your vehicle.
 - If you have any questions about parking arrangements, please call the Rental Office.
- **Smoke free.** All garages or parking structures are SMOKE and TOBACCO FREE.

- **Additional Parking.** *If applicable*, additional garages or exterior parking lot stalls are available on a first-come, first-served basis. Garages or exterior parking lot stalls must be kept for the duration of your lease term and can only be dropped at the end of your Lease Agreement with a proper two (2) calendar month notice. Contact the Rental Office for more information and availability.
- **Handicap Parking Stalls.** Vehicles parked in handicapped stalls MUST also display proper permits or plates required by law.

Visitor Parking

- Eden Commons does have guest passes. Guests with passes must park on Wilder Drive or Franlo Road to avoid being towed at the vehicle owner's expense. It is the Resident's responsibility to inform any visitors where they are allowed to park in order to avoid being towed.

Parking Stickers/Hang Tags - Eden Commons DOES DOES NOT have Parking Stickers/Hang Tags. If a Parking Sticker/Hang Tag is required for your property, the following information pertains to the resident. If a Parking Sticker/Hang Tag is NOT required for your property, please skip to the next section.

Resident's vehicle will need a parking sticker/hang tag, which must be visible inside the vehicle at all times. The parking stickers/hang tags need to be displayed while on the property (e.g.: parking areas, parking stalls, garages, etc.). Failure to cooperate with these efforts could result in your vehicle being towed without notice and at the vehicle owner's expense.

- Parking hangtags must be displayed on the rear-view mirror with the colored side facing the front windshield.
- Maintenance is not able to assist with On-Call requests for Parking Permits.
- Parking stickers/hang tags MUST be turned in at Move-out to avoid a \$50.00 charge

Parking and Garage Access Device - Eden Commons DOES DOES NOT have a Garage Access Device. If a Garage Access Device is required for your property, the following information pertains to the resident. If a Garage Access Device is NOT required for your property, please skip to the next section.

Residents are responsible for any access devices assigned to them. Resident may not loan any access device to any Guest. If the access device is not returned upon moving out of the apartment, Resident will be charged all applicable replacement costs. If the access device is later returned, the monies paid will be kept by the Rental Office as a User's Fee.

Vehicles are not allowed to follow each other in and out of garages. One vehicle is allowed per door opening/closing.

When parking spaces are designated specifically for individual residents, each person is required to park in their assigned parking stall. Do not allow others to park in your assigned stall. If someone has parked in your stall, do not park in another person's stall but instead contact the Rental Office immediately for assistance.

SNOW PLOWING RULES

Snowfall and freezing rain is common to the area; use caution while walking across outdoor surfaces and sidewalks.

After snowfall events estimated to be **more than 2"**, you will be required to move your vehicle by the posted times.

Eden Commons will notify you by email or phone call regarding when your vehicles will need to be moved for plowing. It is your responsibility to keep your email and phone number current with the rental office. We recommend you check into the policy and listen to the radio or watch the news for snow plowing events.

USING THE COMMON AREAS

Proper attire, including but not limited to, shorts, pants, shirts, and shoes are required at all times in all common areas.

Building Common Areas are SMOKE and TOBACCO FREE areas. Please be considerate of others by not smoking or using any form of tobacco in hallways, entryways, stairwells, underground garages, saunas, fitness center, and any other common areas. Please do not throw cigarette butts on the grounds; properly dispose of them by throwing them in the appropriate containers.

Electronic Cigarettes and Vapor Smoking are also prohibited in places where conventional smoking is prohibited, as well as in places where state law already prohibits the use of electronic delivery services.

For any questions, please see City Ordinances.

Be courteous with your music. If you would like to bring music into common areas, please be courteous to those around you. If someone is not comfortable with your music or volume, please use headphones.

Limit gathering in the lobby or entry areas. Please limit gathering in the lobby or entry areas for long periods of time. The lobby or entry areas must service the needs of visitors and guests and we appreciate your consideration.

We appreciate your cooperation in maintaining the cleanliness of your building.

~ RESIDENT BENEFITS & FEATURES ~

BBQ PICNIC AREA

Eden Commons DOES DOES NOT have a BBQ Picnic Area. If a BBQ Picnic Area is available for your property, the following information pertains to you. If a BBQ Picnic Area is NOT available for your property, please skip to the next section.

The BBQ Picnic Area is available on a daily basis. By using the BBQ Picnic Area, you agree to the following:

- Use at your own risk.
- Residents under 16 and guests must be accompanied by an adult resident at all times. Residents are responsible for the actions of their guests.
- No smoking or tobacco use is allowed.

Violation of the rules and policies may result in a Lease Violation and/or termination of your rights to use the BBQ Picnic Area.

COMMUNITY ROOM

Eden Commons DOES DOES NOT have a Community Room. If a Community Room is available for your property, the following information pertains to you. If a Community Room is NOT available for your property, please skip to the next section.

The Community Room is available on a reservation basis 7 days per week. The Community room is open to residents during office hours.

Please limit parties to small gatherings not to exceed twenty four (24) guests in the Community Room. The Community Room may be used for social gatherings of friends and family and can be reserved by stopping at the Rental Office. Upon reservation of the Community Room, you must sign the Community Room Rental Agreement.

A \$75 Cancellation Fee will be charged to the Resident in the event that the reservation is not cancelled within 72 hours prior to the reservation. To cancel a reservation, contact Management.

By using the Community Room, you agree to the following:

- Prior to renting, you must complete a Community Room Condition Form.
- Any cleaning or repair charges will be charged to the Resident.
- No smoking or tobacco use is allowed.

Violation of the rules and policies may result in a Lease Violation and/or termination of your rights to use the Community Room.

DVD LIBRARY AGREEMENT

Eden Commons DOES DOES NOT have a DVD Library. If a DVD Library is available for your property, the following information pertains to you. If a DVD Library is NOT available for your property, please skip to the next section.

You are fully responsible for any/all DVD's borrowed while using the DVD rental services provided by Eden Commons. DVD's must be returned in good working condition within 48 hours. Eden Commons is not liable for any possible/potential damage to your own equipment.

If returned late, you will be charged \$1.00 per day, per DVD. If you fail to return the DVD that was checked out, or if you return it damaged, you will be charged a \$30.00 replacement fee per DVD. You will not be able to rent DVD's again until any outstanding balances are satisfied.

FEEDING WILDLIFE

Bigos Management and Eden Commons request your cooperation and assistance in not feeding any wildlife (*including, but not limited to: birds, deer, turtles, raccoons, skunks, squirrels, etc.*) that wander onto our property. Feeding the wildlife has been known to bring other unwanted critters or animal waste to the property.

Violation of the rules and policies may result in a Lease Violation.

FITNESS CENTER

Eden Commons DOES DOES NOT have a Fitness Center. If a Fitness Center is available for your property, the following information pertains to you. If a Fitness Center is NOT available for your property, please skip to the next section.

The Fitness Center is open 24 hours a day, 7 days a week.

By using the Fitness Center, you agree to the following:

- Use at your own risk. Management will not be held responsible for injuries or accidents due to use of the equipment. Furthermore, it is your responsibility to check the equipment before use and report any problems to the Rental Office.
- Do not use any equipment that appears to be damaged. Please report it to the Rental Office.
- Residents under the age of 16, and guests, must be accompanied by an adult resident at all times. Residents are responsible for the actions of their guests.
- Proper attire must be worn at all times.
- Do not use street shoes.
- No glass, alcohol, food, or tobacco use is allowed.
- Music must be kept at a reasonable volume and must not disturb other residents.
- Wipe off equipment after use.
- Do not drop free weights.
- Management reserves the right to deny access to the room.

Violation of the rules and policies may result in a Lease Violation and/or termination of your rights to use the Fitness Center.

PACKAGE LOCKERS/ROOM

Eden Commons DOES DOES NOT have Package Lockers/Room. If Package Lockers/Room are available for your property, the following information pertains to you. If Package Lockers/Room are NOT available for your property, please skip to the next section.

This system is designed to receive packages from Carriers, provide notification to you that it is checked into the system, and allows you the convenience of picking it up 24/7.

- You must register for use of the system; your Rental Office team can provide information on how to do this.
- Packages not retrieved after seven (7) days may be returned to sender in order to ensure there is room for other Residents' packages. You may also request a special hold for the package, or delivery to your home, which we will attempt to accommodate. You must make this request via email or in writing.

- Occasionally the system may be at capacity and unable to receive new packages. When this is the case, we will receive packages in the Office.

As a convenience, you permit Rental Office/Concierge staff to sign for and accept packages on your behalf. You release Landlord and any affiliates, agents, employees, successors, and assigns any and all manner of actions, suits, claims, debts, damages, and liabilities as a result of acting or failing to act in accordance with this authorization. The Landlord, Rental Office or its team of professionals will not be held liable for any loss or damage of delivered items.

If your package is left with the Rental Office, it can be picked up during office hours. Packages not picked up after a seven (7) day period may be returned to the sender. Home delivery to your apartment may be arranged but should not be an expectation. You must make this request via email or in writing.

Non-standard (by weight/size) Packages

Due to concerns for space/storage and to ensure the safety of our Team Members, we cannot accommodate receipt of non-standard packages. If you are expecting a delivery of an unusual weight/size, you must arrange to be home for the delivery. Examples of these types of packages might include:

- Furniture
- Mattress
- Automobile Tires
- Free Weights
- TVs

You may request that one of our Team Members permit Carriers/Delivery Persons into your home if you cannot be there, and we will do our best to accommodate this. You must make this request via email or in writing.

Perishables/Medications/Alcohol

Packages containing Perishables/Medications may be accepted, however we assume no liability for the contents, cannot accommodate special storage conditions, and it is your responsibility to promptly retrieve these types of packages.

Eden Commons is not authorized to receive packages on your behalf which contain alcohol.

SWIMMING POOLS

Eden Commons DOES DOES NOT have an Indoor Pool / Outdoor Pool. If an Indoor Pool / Outdoor Pool is available for your property, the following information pertains to you. If an Indoor Pool / Outdoor Pool is NOT available for your property, please skip to the next section.

The **outdoor pool** is seasonal and is open daily from 9 AM until sunset.

By using the Swimming Pools, you agree to the following:

- In case of emergency, call 911.
- Use of facilities is at your own risk. There is no lifeguard on duty.
- There is a limit of two (2) guests per resident. Residents must accompany their guests at all times. No exceptions.
- All residents and guests under the age of **16** must be accompanied by an adult resident at all times in the pool area. Residents are responsible for all actions of their guests.
- No parties are allowed.
- Running, boisterous, or rough play is not allowed. Foul language will not be tolerated.
- No jumping or diving is allowed.
- No glass is allowed as broken glass in the pool area requires the pool to be drained and shut down. No coolers larger than a six pack will be allowed at poolside.
- Swimming Pool(s) are smoke and tobacco free areas.
- Do not handle life-saving equipment unless used for an emergency situation.
- Bigos Management assumes no responsibility for any injury incurred in the swimming pool or surrounding area, or for the loss of personal property.
- Persons with health concerns should consult their physician before using the pool.
- Proper attire must be worn at all times. Proper swimming attire includes swimsuits and does not include cut-off pants/jeans, shirts, and thongs.
- Each person must shower before entering the pool.
- Enter and Exit the pool area through the appropriate/designated entrances.
- Pets are not allowed in the pool area.
- Persons with open blisters, cuts, sores, infections, or contagious diseases are not allowed in the pool area.
- No diapers allowed unless they are designed for swimming.
- For safety purposes, never leave gates or doors propped open.
- Power cords are not allowed in the pool area. No radios allowed - music must be enjoyed through personal headsets.
- No inner tubes or large flotation devices are allowed. All pool equipment, chairs, tables, etc. must be returned to its original spot in the pool area.

Violation of the rules and policies may result in a Lease Violation and/or termination of your rights to use the Swimming Pools.

~ MISCELLANEOUS INFORMATION ~

COMMUNICATION

Respectful behavior and communication is mandatory between the following:

- Resident to Resident
- Management to Resident
- Resident to Management

All parties, management, and resident, agree not to use vulgarity or profanity with each other. Under all circumstances we will communicate with you in a professional and respectful manner and we request the same from you. There are issues and circumstances that may cause either party frustration i.e. air conditioning or heating failures, plumbing issues, unpaid rent, etc. The use of foul language in the community, with neighbors, visitors, or the Rental Office is not permitted.

Violation of the rules and policies may result in a Lease Violation and/or termination of your Lease Agreement.

TRANSFER POLICY

The transfer of apartments within the property, or from a Bigos property to another Bigos property, may be permitted with the approval of the Rental Office. Transfers can be granted or rejected based on availability and current rental standing.

The following guidelines must be met prior to a transfer:

- You must fill out a Transfer Request form and submit it to the Rental Office.
- You must pay a new Security Deposit on the new apartment at the time of the Transfer Request. If approved, a refund will be issued on the former apartment within 21 days (minus any charges more than normal wear and tear) after the transfer. If the transfer request is denied, the deposit will be returned.
- You must give a full two (2) month calendar notice to transfer from a Bigos property to another Bigos property.
- You will be required to sign a new lease term; lease term lengths will vary.
- Your file will be reviewed, and your current apartment will be inspected.
- If you wish to break your current Lease in order to transfer, a \$300.00 Transfer Fee will apply, payable at time of request. If you wish to transfer again within the same 12-month period, a \$600.00 Transfer Fee will apply, payable at time of request.
- If you wish to transfer at the end of your current Lease, no fee will apply.

If the transfer is approved, Management will notify you of the approval and work with you to make specific arrangements for your move.

- If you choose not to move in after the transfer has been approved, the Security Deposit and Transfer Fee (if paid) will not be refunded, and your current lease remains in effect
- If your transfer request is denied, the Security Deposit and Transfer fee (if paid) will be refunded, and your current Lease remains in effect.

MOVING OUT PROCEDURES

If the time ever arises that you need to vacate the property or transfer to another apartment, please review the following policies, and your Lease Agreement, for proper Notice Period requirements. Before you move out of your apartment, contact the Rental Office for move-out instructions and a move-out cleaning checklist.

To make the transition easier for you, we've provided you with the information you'll need to make your move-out as smooth as possible.

- Schedule an appointment at least two weeks in advance for your move-out inspection.

- Move-out time is on or before 12:00 noon on the last day of your lease. Please return all keys, access devices and permits.
- There will be a fee for every hour past the 12:00 noon checkout time if you have not vacated.
- You are responsible to pay all utilities through the last day of the Lease.
- Please provide your forwarding address to ensure a timely return of your Security Deposit and complete a forwarding address form with the Post Office.
- To avoid extra move-out charges, please do not leave unwanted items or trash in the apartment. There will be a charge for unwanted furniture left in the apartment or by the dumpster.

Please note that our Maintenance Technician and/or Rental Office will be entering your apartment for preliminary inspections and maintenance during your final month of occupancy.

DEPOSIT REFUND / FORWARDING ADDRESS

Management is required to provide a Security Deposit Statement within 21 days of your move-out date. Management will send your Security Deposit, plus interest, to your forwarding address. If there were any charges deducted from your Security Deposit, a detailed list of charges will be provided. Some of the charges that may be deducted from your Security Deposit include damages to your apartment minus normal wear and tear and any unpaid balances.

LANDLORD/TENANT RIGHTS

There is a copy of the *Landlords and Tenants: Rights and Responsibilities Handbook* from the Office of the Minnesota Attorney General available in the Rental Office for reference.

This handbook is also available online at:

<https://www.ag.state.mn.us/Brochures/pubLandlordTenants.pdf>

If you have questions or need clarification about anything in your Resident Handbook, please contact Management. Thank you for making your home with Eden Commons!