# Riverton Community Housing Cooperative Members' Handbook

- Brook Avenue Housing Co-Op

1220 Brook Ave SE Mpls, MN 55414

Chateau Student Co-Op

425 13<sup>th</sup> Ave SE Mpls, MN 55414

Cole Townhomes Co-Op

2425-2647 Cole Ave SE Mpls, MN 55414

Fourth St. Housing Co-Op

1227 4th St. SE Mpls, MN 55414

- Franklin Co-Op

2300 E. Franklin Ave Mpls, MN 55406

- Marcy Park Student Co-Op

700 10 Ave SE & 1000 8<sup>th</sup> St SE Mpls, MN 55414

- Marshall Student Co-Op

1405 5<sup>th</sup> St. SE Mpls, MN 55414

2 Green Pines – The International Symbol of Cooperation

#### **Riverton Mission Statement**

"To Create and foster a quality living experience with a dedication to operating cooperative housing through a nonprofit and democratic model."

#### Disclaimer

It is important for you to understand the contents of this handbook. It contains the policies which you are held responsible for as a member of a Riverton cooperative community.

Published by Riverton on behalf of the Cooperative Boards of Directors

Disclaimer: Although the Board took great care in the production of this Handbook, we do not offer or imply any guarantee regarding the accuracy of this document.

The Membership Handbook is a general guide to the policies of the Riverton Student Housing Cooperative. Since all policies are subject to review and change at monthly board meetings, the status of any specific policy in this handbook at any particular time cannot be guaranteed. If any item contained in this Handbook is in conflict with the Occupancy Agreement (also referred to as the Lease), the Occupancy Agreement shall govern. Contact the Riverton Office with specific questions about the current status of any particular policy.

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# **Contact Information**

# **Riverton Community Housing**

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Franklin Office 2300 E Franklin Avenue SE Minneapolis, MN 55414

Phone: 612-338-4574 Fax: 612-338-4579

Regular Office Hours: Monday – Friday 9am-5pm

Website: <a href="www.riverton.org">www.riverton.org</a>
Email: <a href="mailto:office@riverton.org">office@riverton.org</a>
Franklin email: <a href="mailto:franklin@riverton.org">franklin@riverton.org</a>
Leasing: <a href="mailto:leasing@riverton.org">leasing@riverton.org</a>

Member Services: <u>memberservices@riverton.org</u>

The Riverton office closes early every month for staff meetings and trainings on the  $2^{nd}$  and  $4^{th}$  Wednesday from 1:30pm – 5pm and the  $3^{rd}$  Wednesday from 11:30am – 5pm.

#### WELCOME! WE'RE GLAD YOU'RE HERE!

As you may be aware, Riverton Community Housing is the management for a group of 7 cooperative organizations. Each of these housing cooperatives is made up of members, like you, who have chosen to live in the community. This means that as a resident-member you've got great privileges and responsibilities!

At the core of cooperative principles is democratic governance. So, the most basic privilege and responsibility is to elect resident-members who you believe will provide good leadership for the building!

This Handbook is designed to introduce you to the co-op, answer some of your questions, and make participation in the co-op accessible to you.

# **Riverton History**

#### Chateau

Riverton's history begins with the Chateau, which started out as a dining co-op in Dinkytown back in 1939. As a dining co-op the Chateau provided weekly meal plans for students and community space along with a reading library and games like table tennis.

In the 1960s the construction of 35W created a large housing shortage in Dinkytown. At the same time fast food took up much of the Chateau's business. This prompted the Board of Directors, comprised of students, to devise a plan: provide affordable housing in a high-rise building using their cooperative model to empower students.

Through local, state, and federal agencies, the Chateau board got a \$3.2 million loan from the Department of Housing and Urban Development (HUD) to construct the building. In 1973 the Chateau opened its doors to its first resident-owners.

In the 1990s the Chateau Board of Directors was determined to spread the cooperative model throughout Dinkytown, so they started a nonprofit, which eventually took on the name Riverton Community Housing.

# **Marcy Park**

Marcy Park Apartments was originally owned and operated by independent investors until August of 1995 when Riverton Community Housing (Riverton) purchased the 57-unit apartment complex located at 700 10th Avenue SE and 1000 8<sup>th</sup> Street for 1.6 million dollars. On August 8, 1995, Marcy Park Apartments became Marcy Park Student Housing Cooperative and Riverton's second member cooperative with approximately 80 members.

With the support of Marcy Holmes and the City of Minneapolis, Riverton was able to acquire the bonds to purchase Marcy Park Apartments and convert to a member directed leasehold cooperative under Section 308A.001 to 308A.985 of the Minnesota Statutes.

Why did Riverton purchase Marcy Park Apartments and transform it to a member directed housing cooperative?

The reason is simple. Riverton was founded by the Chateau Student Housing Co-op in the early 90s with the purpose of spreading the cooperative housing model throughout Dinkytown.

Riverton carefully reviewed many properties in the Marcy Holmes area from 1993 to 1994 and decided to purchase Marcy Park Apartments due to its proximity to the University and the fact that many of the people living in the building were University students, staff and non-tenured faculty.

# <u>Franklin</u>

In July of 2000, the buildings that now comprise the Franklin Housing Cooperative were purchased by Riverton and soon after the cooperative was founded. Initially the cooperative was intended to serve just students but early on the Franklin Board of Directors moved to encourage the culturally and socially diverse community that makes up Franklin's membership today.

# Marshall

Marshall was also added to the Riverton portfolio in 2000. This expanded the offerings in Dinkytown with another 16 units consisting of studio, 1 & 2 bedrooms.

#### Cole

Cole Avenue Townhomes was originally owned and operated by independent investors until 2002 when Riverton Community Housing (Riverton) purchased the 36-unit townhome units located at 2425-2647 Cole Avenue SE. In October 2018, Cole Avenue Townhomes became a Cooperative and Riverton's sixth member cooperative.

The idea to change to a cooperative came later for Cole. Riverton has owned and managed these townhome units since 2002 with a community of townhomes that housed families and students independently and did not have community space for a board to organize or convene meetings. Riverton staff spearheaded the idea to develop Cole into a leasehold cooperative and worked with current residents of Cole to start a resident board of directors in 2018.

#### **Fourth Street**

In 2005, the 16 unit building that previously comprised the Fourth Street Housing Cooperative was purchased by Riverton and soon after the cooperative was founded.

In 2014, the Fourth Street Cooperative had an opportunity to expand. As Dinkytown saw a huge boom in luxury housing developments, it was clear that the affordability offered by our model was needed.

The original Fourth Street Cooperative was demolished in August of 2014. A year later, the brand-new energy efficient, bright yellow 66-unit building was completed. Residents moved in for the start of classes in 2015.

The new building was designed to create plenty of spaces for residents to gather study and relax. Feel free to explore the common spaces and find a cozy nook to make your own!

#### **Brook**

Brook Avenue Housing Cooperative is our 7<sup>th</sup> development. Due to the successful partnership with People for Pride in Living (PPL) in the development of Fourth Street Cooperative which opened in 2015, Riverton and PPL partnered again on a new development. The new development, now Brook Avenue Student Housing Cooperative and PPL's development Maya Commons, are located on the original historical site of the Bunge Grain Elevator. The 95-unit building was added onto the Riverton portfolio and opened for new residents August 1, 2019. The new cooperative board was developed and founded with new residents who were moving in.

# **Organizational Structure**

#### **All Residents are Members**

How is a member different from a resident or tenant? An individual who lives in a Riverton Co-Op is a member-owner of that cooperative. A member can directly participate in the decision-making process through involvement with the **Board of Directors**. The level of rent, the creation and review of policies, the development of new programs and changes in old policy are all relevant examples of member participation.

If a dispute arises or the application of a policy is in question, you can bring your concern to your board. You may also bring it to the attention of the Riverton office, and, as necessary, they will bring it to the attention of your Co-Op Board of Directors and/or appropriate committee.

# **Open Meetings**

All Co-Op meetings are open to the membership, unless legal issues and/or business negotiations are on the agenda, in which case the meeting will be limited to those members normally privy, through bylaws or meeting rules, to closed minutes.

# **Relationship with Riverton**

The Cooperative communities and Riverton have a unique business relationship. The nonprofit, Riverton, owns the buildings. The Cooperative community leases the buildings from Riverton. So, in a sense Riverton is the landlord of the cooperative, while the cooperative is the governing body for each resident, who in turn leases their individual apartment from the cooperative.

Additionally, each cooperative has a contract with Riverton to serve as the property management company, so that neither the board, nor the members have to fuss with the day-to-day business of operating the building, renting apartments, or collecting rent.

#### **Board of Directors**

The Board of Directors consists of 5-16 members chosen by annual vote of all the residents present at the Annual Meeting. Once the board is elected, the board will elect their officers – the President, Vice President, Secretary, and Treasurer.

Boards meet monthly to conduct the business of the Co-Op. this includes reports from officers, staff, and committee chairs, as well as other business as needed. All meetings are open to all members! At each meeting there is an "open mic" section, where anyone is free to make suggestions, submit proposals or otherwise express themselves to the board.

The boards discuss and propose items for change to make operational decisions for the cooperative, from rent prices to community activities around the building. If you're curious, please come to your Co-Op's next board meeting – notice of meetings should be publicly posted around the building. Many of the boards use email notifications to alert you to upcoming meetings as well.

# **Annual General Meeting (AGM)**

The Annual General (AGM) is the Co-Op's yearly business meeting. This is where the members (all residents) elect new Directors and conduct other business-like financial reviews and respond to the president's "State of the Co-op" Address.

The meeting is held in December or January. Notice will be emailed and posted around your building in advance.

<u>All members are expected to attend.</u> This is the most basic way to get involved with the co-op. Attend the AGM and cast your vote!

# Membership in a Riverton Co-Op

#### What does it mean to live in a Co-Op?

A co-op is a group of people working together to meet a common goal. Co-ops are controlled by their members. Here you are not just a resident or tenant – you're a "member" of a Co-Op. A member that can help make decisions regarding your living environment!

# How can I make a difference at my Co-Op?

The Co-Op board of directors is the decision-making body that governs the community. This includes approving the annual budget (which includes setting rent revenue goals), building projects and improvements, planning social/cultural events, etc. Any member of the co-op is welcome to attend the board meetings and be nominated to join the board of directors. You can also attend any meeting as a resident and voice your opinion.

Another way to get involved is to join a committee to plan social events or work on special projects that the board may undertake. If you have ideas about a project you would like to see happen at the co-op, come to the next board meeting!

# Here are other fun ways you could get involved with your co-op:

- Movie nights · Chess club · Co-op team sports · Community service ·
- Potlucks · Gardening · Community events · Parties · and many more!

For more information about getting involved in your co-op, please contact Member Services at: <a href="mailto:memberservices@riverton.org">memberservices@riverton.org</a>

# Eligibility

Membership at the cooperative is open to the public. For in depth information on eligibility requirement please contact our office or visit our website to find the Resident Selection Criteria form, which details the specific requirements for each Riverton community.

#### **Membership Fee**

The Membership fee is a one-time fee that is due at move-in and is non-refundable. The fee covers the cost of becoming a Member of the Co-Op, which includes membership in other non-profit organizations such as NASCO (North American Students of Cooperation). The amount of the membership fee may change from time to time.

Paying these dues qualifies you to vote in the election of the Board of Directors held every January for the duration of your residence in a Riverton Co-Op.

# **Participation in Governance**

The Co-Op, like everything, is only as strong as the sum of its parts. In other words, the co-op is what the members make it, so participation is key to maintaining a vibrant community! Get involved! Attend meetings!

# **Your Lease and Related Policies**

#### **Your Lease**

Your lease is the legal document that defines your relationship with your Co-Op. It is EXTREMELY important that you understand all the terms. Be sure to read your lease carefully because you are legally obligated to uphold the agreements laid out in the lease.

Feel free to call or stop by the office to ask any questions you have concerning your lease.

#### **Check-in Procedures**

Each vacated apartment is inspected before new members move in. You should inspect the apartment upon move in and, if there is a concern regarding the condition of the apartment, bring it to the attention of the office immediately. If concerns are not reported within three working days, the office will file their inspection and will use it for evaluation of the apartment at move-out time.

#### **Rent Payment**

Rent is due on the first of the month. If rent is not received in full (meaning all rent, parking, fines, etc.) by 8 A.M. on the business day following the 5<sup>th</sup> day of the month, a late fee equivalent to eight percent (8%) of your balance (up to \$50) will be added to your account.

Rent is payable to your cooperative and can be paid online, in the Riverton office or placed in the drop box located outside the office at 425 13<sup>th</sup> Ave. SE. Rent payments must be in the form of a check or money order only. Your payment **MUST** include your **APARTMENT NUMBER**, **BUILDING NUMBER AND NAME** to ensure it is applied to the right account.

# Cash is not accepted.

NSF (non-sufficient funds or "bounced") Checks carry an automatic charge, which is added to the apartment balance. The amount of this charge is determined by the processing agency.

Riverton does not recognize rent partitioning (the legal obligation of roommates to pay only "their" portion of the rent). Riverton only recognizes the amount of rent an apartment owes or should be credited. Late payments, debts, fines, damage, or credits will be assessed to the apartment, not just one person who lives within the apartment.

If you are having problems paying the rent, please request a payment arrangement with the office before you get too far behind. With rent issues, Riverton does not evict by Member, but by apartment. If the office files for unlawful detainer (eviction)of your apartment your apartment is responsible for paying the full cost of the filing fee in District Court, along with associated legal fees.

#### Fees and Charges (subject to change)

All credits, charges, and fines, without exception, are billed or credited to the apartment, and not the individual Member. Under certain circumstances residents will be held responsible for repair costs. In this case check with the management regarding the current hourly rate for repair, cleaning and administrative charges. If outside contractors are needed, the rates charged by the contractor may apply. You will be notified of fines, charges, and fees as they occur.

# **Annual Inspections**

Riverton performs housekeeping/maintenance inspections every year, starting in January. This is a way to ensure that members are keeping up on the cleanliness and condition of their apartments and to ensure that all necessary maintenance is being carried out. Certain maintenance repairs found during inspections may require a cost to members (i.e. blinds replaced). In the event a member(s) needs a 2<sup>nd</sup> inspection, and they fail, fines will be applied to the apartment's account. In the event a

3<sup>rd</sup> inspection is needed, and the unit fails, a notice to vacate may be issued.

#### **Student Status Check**

A student status check is completed annually for our student-only communities, Chateau, Marcy Park & Marshall Co-Op.
All members of these specific buildings must produce a current unofficial

transcript proving they were enrolled and/or completed coursework in the past year. The only exceptions to this rule are new/incoming students. They will be required to produce current semester paid fee statements, but only until the next verification. New/incoming students are any student who enrolled or transferred after the most recent student status check.

Any current member who did not complete any credits since the last student status check may submit a letter from a professor or advisor attesting to their making reasonable progress towards their degree. Members may also be eligible to appeal directly to their Co-Op board for a one-time extension. Please refer to your specific community's materials to see the details of this policy. Riverton staff will use their discretion in determining student status following the intent of the guidelines as closely as possible. Failure to provide your student status by the stated deadline may result in a fine or a notice to vacate.

# **Non-Student Spouses**

A person who is married or in a registered domestic partnership to an eligible Co-Op member may be considered exempt from the student status qualifications due to their status being tied to that of their partner. Children are also allowed to reside in the building if they live with at least one legal guardian who is an approved Member and who meets eligibility requirements.

#### **Guest Policy**

Guests staying longer than a week need a written consent form to be signed by all roommates and approved by management. The maximum number of days a guest can stay is 30 consecutive days. Guests are not issued keys for security reasons.

#### **Prospective Members**

All prospective Members, including "Change of Occupancy" applicants and subleases, must complete the screening application and pay a non-refundable fee to cover the costs of screening. No one will be allowed to move in before receiving notice of approval from management. Any applicant must meet the criteria laid out in the Statement of Rental Policy, which is available in the office or on Riverton's website.

# **Change of Occupancy**

If you have a roommate moving in or out, you must change your lease by completing a Change of Occupancy form. This form must be completed and submitted to the office 60 days prior to when the change will occur. Departing roommate must give a 60-day advance notice. Incoming roommates will need to give at least 60 days' notice to move in. There is a fee associated with this process. Please check the current fee schedule to know the actual amount.

# **Subleasing**

A subleasing agreement must be signed by all parties and approved by the Riverton Office. Failure to do so is a violation of the terms of the lease, and the sub-lessee may be considered a trespasser. Subleases are limited to a period of no more than six months.

Sub-lessees must fill out an application, be approved by the office, and pay the appropriate fees to become a member of the cooperative.

# Change of Occupancy vs. Subleasing

The primary difference between these two is – a change of occupancy releases the leaving tenant from the lease, whereas a subleasing agreement adds the sublease to the lease along with the original tenant. Therefore, a sublease is used when the original tenant wishes to return to the apartment before the end of the lease.

For example, you might choose to sublease if you will be gone for the summer or studying abroad but wish to continue leasing the unit while you are away.

#### **Lease Termination**

Either tenants or management may terminate the Lease effective at the end of the initial lease term by giving written notice of termination to the other party before the end of the initial term. You must renew or vacate at the end of the lease period. Different Riverton Co-Ops have different lease termination terms so please refer to your Co-Op's specific lease termination policy to know the length of time necessary to give your notice.

#### **Check-out Procedures**

The **Notice to Vacate** form must be signed by all leaseholders and returned to the office as outlined in the Occupancy Agreement. To provide staff with ample time, members are encouraged to give their Vacate Notice as soon as they are certain they are going to move out.

Prior to your move out a pre-vacate inspection will be conducted, by Riverton, to assess the condition of the unit before it is turned over to the next resident. A final checkout will occur after the unit is completely vacated. Move-out charges will be assessed based on damage (other than normal wear and tear), unsatisfactory cleaning and for vacating

after time specified on lease and Notice to Vacate Agreement. The move in inspection form submitted at the time of your move in will be taken into consideration during this process.

At the time of the final inspection all items should be removed from the apartment and all cleaning completed. Any period of holding over, including any remaining portion of the last day of occupancy, will be charged at a rate detailed in the Occupancy Agreement. At the time of the final inspection, all items or personal belongings left in the apartment, hallways, stairwells, or any other portion of your building, may be considered abandoned by you and disposed of at the discretion of Riverton. You will be charged for the removal and disposal of all items.

# **Security Deposit**

When your apartment is vacated by all residents, management will determine if any portion of your security deposit must be withheld.

All repair charges at check-out, or any other time, are made on the basis of cost to the Co-Op, including administrative time and expense. To ensure that repair charges are as low as possible when vacating an apartment, you and your roommate(s) are encouraged to pay particular attention to the guidelines listed on the Vacate Procedures form. Please address any questions you have to the Riverton office staff.

Your deposit will be mailed to the forwarding address you provide within twenty-one (21) days after your lease officially expires. Therefore, it is essential that you provide the office with a forwarding address for each member of your apartment.

There is an option to receive your security deposit refund electronically if your financial information is on file.

Security deposits will be withheld and attached to the unit they are associated with until ALL primary lease holders have vacated the apartment. This means, in the case of Change of Occupancy or Subleasing, the original deposit will not be refunded until all primary lease holders move out. It is up to the parties involved in the Change of Occupancy/Subleasing to make personal arrangements to coordinate issues concerning security deposits.

#### Income Certificate

Each residing member of the co-op must complete an income certification form for Riverton Community Housing annually. Some or all the cost of the apartment development in which you are to lease an apartment was financed by bonds issued for the benefit of the owner. Interest paid on those bonds is intended to be excluded from gross income for purposes of federal income tax. To qualify for that exclusion there are certain requirements which must be met with respect to the apartment building and its residents. To satisfy one of those requirements, it is necessary for you to provide the information requested in the Income Certification Form. Failure to provide your Income certification in the allotted time will result in a fine. Please refer to the fine fee schedule for current amount.

# **Vacate Inspections**

The apartment being vacated must be absolutely clean for the next occupant. Unsatisfactory cleaning will result in charges. These charges will cover maintenance personnel time, supplies, and incurred office costs.

You and your roommate(s) are charged only for damages or repairs for which you are responsible. You and your roommate(s) are responsible for removing all decorations and personal property from the apartment.

Walls, trim, carpet, ceiling, and all other parts of the apartment must not be damaged.

# **Move-Out Cleaning Checklist**

Staff will utilize the list below to maintain our cleaning standards during final inspection of vacating members. Prior to returning your keys and security door FOB please make sure to clean your apartment accordingly.

- 1. Vinyl and floor tile must be washed thoroughly.
- 2. Closets must be washed, with particular attention given to marks from luggage, shoes, etc. Any storage closets outside the apartment must be cleaned out and all locks removed.
- 3. Kitchen cabinets must be cleaned, inside and out, especially of grease on the doors of these cabinets. Sink stoppers must remain in the sinks. The sinks must be clean. The breadboard must be cleaned if your unit has one.
- 4. The refrigerator must be completely clean; this includes the back wall and behind and underneath the vegetable bins. The vent grate at the bottom of the refrigerator, and the gasket around the inside edge of the door must be cleaned.
- 5. The stove must be cleaned (all parts free from grease and splash). The drip pans for the burners, reached by lifting up on the top part of the stove, must be cleaned. Broiler rack and tray must remain in the broiler. Pull out warmer/or broiler drawer on the bottom of stove to clean inside.
- 6. Microwave (if applicable) must be cleaned inside and out. Remove the inside glass plate and clean.

- 7. Dishwasher (if applicable) must be cleaned inside and out, including removing any dish or other items inside.
- 8. In the bathroom, the toilet bowl, sinks, bathtubs, tiles, floor, and fixtures must be cleaned, rinsed thoroughly, and dried.
- 7. Light fixtures, switch and outlet plates, must be cleaned. Light bulbs which are burned-out or missing will be charged for, at replacement cost.
- 8. All ventilating ducts/vents (kitchen and bathroom) must be cleaned, including removing the cover plates to remove the dust behind them.
- 9. The inside of the interior window must be cleaned. All cracks and broken glass are the residents' obligation and will be charged at replacement cost. Removal of the windows by members is absolutely FORBIDDEN.
- 10. All carpeting must be thoroughly vacuumed and cleaned, if there are obvious stains present.
- 11. The blinds must be left in the apartment and cleaned well. Missing or damaged blinds will be charged at replacement cost.
- 12. Doors must be cleaned of all dirt. The entrance door frame must be washed and any dirt around the frame must be removed.
- 13. Walls must be washed and rinsed if marked or repaired if damaged. Tape, pins, picture hooks, etc. must be removed.

- 14. All fixtures must be in good working order. Any malfunctions should be reported to the office immediately so that no charges may result.
- 15. Apartment must be fully cleared out of all personal items. Any personal items left behind will be subject to disposal fees. Any disposal fees will be deducted from the leaseholder's security deposit.

## **Key/Parking Tag Return**

When moving out, you must return all items given upon move-in to the office. You and your roommate(s) will be charged for items not turned in at the end of your lease/moveout. If you lose any of these items while residing with us, please contact office for replacement.

#### **Property Tax**

Your cooperative is a "leasehold cooperative" under Minnesota law. The property is owned by Riverton Community Housing (Riverton). Riverton is a non-profit corporation. Riverton leases the residential portions of the property to the cooperative (the "Cooperative"). By becoming a member of the cooperative, you become eligible to lease an apartment in the building that cooperative resides in.

Because of being a "leasehold cooperative," the Co-Op receives a discount in the amount of property taxes it must pay. These savings are passed on to the resident members in the form of lower rent.

By becoming a member of the cooperative, you, in essence, become a "homeowner" for purposes of property tax refunds. In other words, you may be eligible to file for property tax refunds as a "homeowner." Every year, usually in March, Riverton will make available a statement showing the total amount in property taxes your cooperative paid as well as each

unit's shares of the property tax paid and any property tax credits due. Only one taxpayer in your unit may apply for that unit's share of the property tax refund or any property tax credits. As a cooperative "homeowner," you will not receive a Certificate of Rent Paid (CRP) form and may not file for a property tax refund based on the amount of rent you paid as a tenant.

If you want to learn more about the arrangement between Riverton and the cooperative, we will provide you with copies, at no charge, of all the following documents: the cooperative's articles of incorporation, the cooperative's bylaws, the lease between Riverton and the cooperative, as well as a sample occupancy agreement between the cooperative and its members. If you wish to see copies of any of these documents, please make this request in writing, and we will provide the materials to you within seven (7) days.

#### RIGHT OF ENTRY.

All Residents are subject to having their apartments inspected on a regular basis upon reasonable notice. Repair persons, exterminators, and the like authorized by Riverton may enter the apartment: (a) in response to request for work by any of the residents; (b) at any time during emergencies; (c) at reasonable times for inspection and/or treatment for pest control; or (d) at reasonable time after reasonable notice to residents, for the purposes of maintaining, repairing, inspecting, improving, or showing the apartment after notice of vacate has been given, and in all such circumstances, residents must comply with Riverton's instructions concerning movement of furniture and other items in order to facilitate the effective performance of this work.

# **Your Apartment**

# **Lead Warning Statement**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can post health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention.

#### Renter's Insurance

Your cooperative assumes no responsibility for members' personal possessions. All members are urged to secure individual renter's insurance for protection against theft, loss, or damage.

# **Decorating**

Please decorate your apartment to make yourself feel at home! However, there are a few things to avoid.

Do not use adhesive materials to hang or display items on the walls of your apartment. The adhesive may leave marks on the walls. Instead, use standard picture hangers or small pins or map tacks to hang objects. Your best bet is to contact the Riverton office and ask their advice.

Painting or wallpapering the walls, adding door locks, or adding additional appliances such as refrigerators, deep freezers, air conditioners, or washing machines, is not permitted unless specifically approved by the office. Approval of such alterations or additions may be conditional upon the member's agreement to restore the dwelling unit to

its prior condition upon moving out and/or paying a flat rate to cover the cost of utilities that will be consumed by the normal use of the equipment (See "Painting").

#### **Painting**

Cooperative members may paint their apartment, with the approval of Management. You will be required to pay the associated cost upon move out to return the paint back to original color. Members are required to provide their own paint, brushes and equipment.

#### Circuit Breakers

The circuit breaker panel for your apartment is located in your apartment. Please refer to your Co-Op's materials to learn the exact location of panels in your building. The panel contains switches that control the power for different parts of your apartment.

If you have too many appliances running at once you may have "tripped" a breaker. First unplug some appliances, then locate your circuit breaker panel. Open the panel and identify which circuit switch is between "on" and "off" and move the switch to the off position, before moving it back into the "on" position.

If everything starts running again – problem solved. If it does not – try unplugging more of your items or access your online portal and put in a work order. If you are unable to enter an online work order, then call the Riverton office.

#### Water

The emergency water shut off valve is located under each sink and next to the toilet, near the base on the left-hand side: Turn clockwise to shut water off.

If maintenance must shut off water in part of the building, they will give as much notice as possible. Sometimes, in the case of an emergency (i.e. a burst pipe), there is no time to notify residents. Under such circumstances please be patient, maintenance will work around the clock to fix the problem ASAP!

#### Plumbing

If your toilet is about to overflow – TURN OFF THE WATER! The water shut off is either behind, or next to the toilet.

Do not put anything except water down the sink drains and nothing but toilet tissue in the toilets. Do not put feminine hygiene products in the toilet. If unapproved objects are found to be the cause of a plumbing problem, the member will be charged.

#### Sinks

Grease clogs are common and should be resolved by plunging the drain or running hot water. **Never use chemicals to unclog a sink or drain. The pipes will be damaged using such chemicals**. If you have a clogging problem, contact the office.

#### Stove

Your apartment will be furnished with a stove top/oven. The stove top lifts as needed to clean spills from cooking.

#### **Smoke Detectors**

Each apartment has a smoke detector attached to a wall near the kitchen or the ceiling near the front door. The detector is connected to the building's power supply and should be kept clean to insure they continue to work properly.

The detectors are meant as a warning device within apartments and are not connected to the buildings fire alarms in the hallways.

#### **Carbon Monoxide Detectors**

Each apartment has a carbon monoxide detector attached to the wall. The detectors are a warning device that there may be a dangerous level of carbon monoxide in the apartment. If this detector goes off please turn off appliances, open windows immediately and contact the Riverton Office to report it. If anyone is experiencing dizziness or is feeling nauseous call 911 and evacuate your apartment as this may be signs of exposure to high levels of carbon monoxide that requires prompt medical treatment. If no one is experiencing these symptoms, please reset the detector. If it will not reset, please call the Riverton office.

#### **Incense & Candle Policy**

DO NOT leave burning candles or incense unattended. You must be present while burning candles or incense.

#### Windows

<u>Never remove windows or screens</u>. Tampering with windows poses severe danger to pedestrians around the building. Also, members must never remove stairwell windows or screens.

As a resident, you are responsible to clean the inside windows of your apartment if needed. The exterior windows are cleaned as appropriate.

#### **Work Orders**

Maintenance problems should be reported through the online maintenance portal, except in emergency situations, such as a burst water pipe, which should be reported immediately by calling the Riverton office and speaking to staff during open hours or the afterhours answering service and following automated directions for emergencies.

Maintenance service is typically done free of charge to residents in most cases. Your Co-Op may pass along charges to apartments for work orders on repetitive maintenance problems which can be prevented by the members of the apartment (such as sink drains which become clogged due to improper use).

If something in your apartment needs repair, you should submit a maintenance request through the Resident Portal or contact the office. Orders are processed as soon as possible in priority of importance. Members are expected to be able to handle small repairs and general maintenance such as the changing of light bulbs and replacing batteries in smoke detectors. If there is an emergency, such as a burst water pipe, call the office immediately. If you smell leaking gas or smoke, call the gas company, the fire department and then the Riverton office.

#### Pest Control

Periodically Riverton treats the foundation and/or common areas of all our buildings for pests as a preventative measure. Individual apartments are treated on an as-needed basis. Members are required to cooperate in these efforts to keep the building pest-free. Be sure to report any pests to the office immediately to prevent any problem from spreading and to avoid a non-report fee.

Any apartment not prepared for any type of treatment needed, a "trip fee" will be assessed. Additionally, if management and the exterminator determine that residents are responsible for any pest infestations the Co-Op may pass along the cost of the treatments to the apartment.

# **Trash & Recycling**

Trash removal is included in the rent. Please place all items in the dumpsters. Do not leave any items including furniture next to the dumpsters. Any costs paid by the Co-Op to remove these items will be transferred to the offending apartment.

There are recycling opportunities at all Riverton communities. Please refer to your specific communities' recycling program to learn more about exactly what is offered and how to properly dispose of your garbage and recycling.

#### NOT ALLOWED:

#### **Hazardous Materials**

Flammable or explosive substances are not permitted in apartments or other common areas. This includes motorbikes.

#### **Dividers**

Dividers are not permitted in apartments. A divider is defined as any floor to ceiling object that separates the space in the living room to create an additional sleeping space. If a divider is found in an apartment the resident(s) of the apartment will be required to dismantle the divider immediately or face a fine.

# **Smoking**

There is absolutely NO SMOKING allowed inside any Riverton building. Residents must go outside to smoke. Please check your Co-Op's materials to know where designated smoking areas are.

#### Drain-O

No chemical drain cleaners are to be used to unclog plumbing. Contact maintenance if you have reoccurring issues with your plumbing.

#### Renter's Insurance

The Co-Op assumes no responsibility for members' personal possessions. All members are urged to secure individual renter's insurance for protection against theft, loss, or damage.

# **Common Spaces**

## **Smoke Free Building**

1. Purpose of No-Smoking Policy

The Cooperative desires to mitigate (i) the irritation and known health effect of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the higher costs of fire insurance for a non-smoke-free building

# 2. Definition of Smoking

The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, or other inhalant form of tobacco.

# 3. Smoke-Free Complex

All Riverton owned buildings which make up the Cooperative premises, occupied by members and guests of members' households, have been designated as a smoke-free living environment. Members and guests of members' households shall not smoke anywhere in the unit rented by the member, or in any of the common areas, nor shall the member permit any guest or visitors to do so. Smoking is permitted outdoors at least 20 feet from any entrance or window.

#### **Use of The Cooperative Facilities**

Riverton property, including the parking lot, lawn, and building, is to be used only by cooperative members.

Entryways, halls, stairways, and landings are to be always kept clear and unobstructed. Bicycles, doormats, shoes and other articles cannot be stored or left in these areas.

#### **Fitness Center**

The fitness center is open to all Co-Op Members. Please see your specific community's materials for specific rules of your community. In general, members are welcome to use all equipment available, but usage may be limited to 60 minutes if there are more than two people in the room at a time. Members are responsible to clean the equipment after each use. Water is available from the dispenser, but food or other uncovered beverages are not allowed at any time. Guests of members or persons under the age of 18 are not permitted to use the room or its equipment.

#### Parties & Guests

Members who wish to have parties in their apartments are reminded of their responsibility to act in accordance with Minnesota laws dealing with alcohol, noise, and liability. Members must be mindful of the presence of their neighbors and the limits which living in an apartment building imposes on such events as parties or large gatherings.

Members having a party in their apartment are responsible for their guests and any occurrences resulting from the party. The term "guest" means all persons who enter the building in response to open invitations issued by any of the members and persons who enter the building as guests of the member resident's guests, whether such persons are personally known to any of the members or not. No open alcohol is allowed in the hallways, or any common area. Failure to comply with this

regulation, or causing vandalism, false fire alarms, excessive noise, or other similar acts by members or their guests will mean the imposition of penalties by Riverton management on behalf of the Co-Op.

These include fines being levied and/or being evicted from the Co-Op and/or criminal charges being placed and/or civil action being filed for damages.

#### **Noise Control**

# City of Minneapolis Ordinance states that designated quiet hours are 10pm to 7am.

Members of a Riverton Co-Op are reminded that Riverton provides housing for students and is located next to a major university. Members should not react too sensitively. Some noise is to be expected and tolerated. However, excessively noisy conduct shall not be permitted when it disturbs or annoys other occupants in the building. Failure to comply shall be considered sufficient cause for eviction. Members should try to request the other resident to reduce their noise either personally or through their Co-Op board before calling in a noise complaint.

If a member calling to complain about a noisy apartment feels that people are acting in a manner which presents a danger to other members of the Co-Op or its property, they should call the Minneapolis Police (911) in addition to calling the Riverton office (612-331-3911).

Members may call the answering service or security service after regular office hours to complain about excessive noise in the building – follow automated directions. Excessive noise can range from stereos and televisions turned up loud (or with excessive BASS) to rough-housing and persistent door slamming. As well, excessive noise complaints can be

assessed at any time of the day, not just evenings and nights. The callers should identify the source of the noise if possible and identify themselves so they may be contacted later. The identity of the caller will be kept confidential.

Apartments against which noise complaints have been received are subject to a warning or a fine, at the discretion of management.

If the management feels the problem is serious, or if the apartment has a history of noise complaints against it, the management may ask all leaseholders to vacate the apartment by issuing a "Notice to Vacate".

# City of Minneapolis Ordinance states that designated quiet hours are 10pm to 7am.

# Security

Access is limited by a security lock to Co-Op members and Riverton staff. Uninvited persons and others are subject to trespass, arrest and removal. At no time is it allowable to block open a security door.

Members should never allow people into their Co-Op building whom they do not know. When someone buzzes you from the front door, ensure that you know who the person is before you open the security door to let them in. Do not let people you do not know follow you through the security door.

# **Deliveries and Package Acceptance**

Residents are responsible for the security of any delivered item(s). We advise everyone to be diligent in collecting any packages that have been delivered as neither your Co-Op nor Riverton is responsible for any personal items that may become lost or stolen. It is recommended to

require a signature upon delivery, require items to be delivered to the apartment door, have them delivered elsewhere, or to a local post office or facility.

#### Solicitation

No solicitors are permitted into any Riverton building. Please do not let any solicitors into the buildings. See the Security section above for more information.

#### **Lockout Procedures**

Members who lock themselves out of their apartment during regular office hours may contact the Riverton office to be let back into their apartment at no charge. Members who lock themselves out of their apartment after Riverton Office hours, must call the answering service (612-331-3911) to request the after-hours lockout service. The answering service will contact maintenance and you will be charged a Please fee to have the door unlocked. Please refer to your community's fee schedule for the rate.

No person shall be let into an apartment unless their name appears on the lease of the apartment they wish to enter. Prior to allowing any person into an apartment, the maintenance person will check the records in the office to verify the eligibility of the person requesting the lockout service.

# Pets/ESA/Service Animals

Your Co-Op may allow individual apartments to house certain kinds of pets such as birds, fish, dogs and cats. Please refer to your specific Co-Op's materials to know which animals are allowed in your community. You must register your pet, receive approval from management, and pay any associated fees.

Pets must be registered through petscreening.com and be approved by Riverton management. Upon approval a pet fee must be paid. The kinds of pets and the number which are allowed to be housed in are limited by the Co-Op and Riverton and are based upon the building's tolerances. Failure to register a pet or to house a pet which is not permitted will result in a \$300 fine and/or notice to vacate.

If you are joining a community that does not allow dogs, your community still accepts assistance animals as a reasonable accommodation. The reasonable accommodation request must be approved by management before the "ESA" or service animal is allowed.

Members wishing to house a pet should ask for a copy of the "Pet Policy" from the Riverton office.

# **Parking**

A parking tag is required in order to park in the Riverton parking lots. Each community has their own identification tags and you are only permitted to park in your community's assigned parking. Renters park at their own risk of fire, theft or damage to their vehicle or its contents. Parking spaces cannot be used for storage space. All members must properly display the issued parking tag on their rear-view mirror. Riverton reserves the right, on behalf of your Co-Op, to tow, move or disable any vehicle that is inappropriately parked.

A parking tag will be issued to **one member per apartment** who owns an automobile or motorcycle. New members are responsible for registering their car with Riverton and obtaining their parking passes when they sign their lease. If a resident cannot find parking in their building parking lot(s), they may reach out to their Co-Op board or call the Riverton office

to report this issue and have an on-call maintenance person or parking committee contact verify cars and tow offenders.

All parking leases are month-to-month in which either your Co-Op or you may terminate the lease with 30 days prior notice. The parking lease will terminate automatically at the end of your occupancy agreement lease.

#### **Towing and Parking Violations**

Vehicles parked in the parking lots which are either inappropriately parked or which do not have a Riverton issued parking tag clearly visible, are subject to be towed. Any charges resulting from the disabling or towing of a vehicle are to be paid by the owner of that vehicle. Your Co-Op parking committee regularly patrols to check for parking violations. The committee's contact info should be posted in your building or in your Co-Op's materials for you to contact them.

# **Emergency Conditions**

# **Storm Warnings**

In the event of severe weather such as tornadoes or severe windstorms, the Minneapolis emergency horns will sound. The closest one can be heard clearly under most circumstances. In the event of severe weather, stay away from windows or glass and turn off and unplug appliances. In the apartment, you should lie close to the floor and cover your head; the bathroom is the safest place. Do not go outside or near outside wall during severe weather.

# **Power Outages**

Power outages may occur due to storms or other problems. The

emergency generators will power the stairwell lights and hallways, but not your apartment. Keep a flashlight, portable radio, and extra batteries on hand. Do not use candles or matches if possible and exercise extreme caution if you do. Never leave a burning candle unattended.

#### Fire

Upon discovery of a fire call 911 and give your building address (including your floor and apartment number) and the details of the fire to the best of your knowledge.

Do not attempt to fight the fire if it jeopardizes your own safety. Try to evacuate the building as quickly as possible. Use the stairwells during a fire. If you are caught in heavy smoke, try to place a wet piece of cloth over your face for breathing and stay low to the ground where the smoke is less dense. Do not return to your apartment until the "all clear" is given by the fire department. For a grease fire, DO NOT throw water on it and instead cover with pan lid to put out.

When you are safely away from the fire, call the Riverton office and report the fire, so they may assist the fire department.

#### **Evacuation Plan**

It is your responsibility to familiarize yourself with your building's evacuation plan. You should familiarize yourself with the location of the stairwells, fire extinguishers, and standpipe systems on your floor.

If you have a fire in your apartment, you should leave at once, closing all doors on your way out and staying as near to the floor as possible. If you are in your room with the door closed, first feel the door with the back of

your hand. This will indicate the degree of heat on the other side of the door. If you find the door to be very hot, do not open it and attempt to escape. Stay in your room and open a window and call for help.

#### Medical

In the event of a medical emergency call 911. The fire department and an ambulance will respond. Give the dispatcher your address and apartment number. If possible, have someone meet the emergency personnel in the lobby to escort them to the injured party.

Do not try to move the injured person but try to make the person as comfortable as possible. Cover the person with a jacket or blanket to help prevent shock.

Finally, call the Riverton office at 612-331.3911.

# **New Policies from the Cooperative Board of Directors**

Throughout the year the Board of Directors may pass new policies and/or procedures. In such a case, your board should notify you of the changes. The Riverton office will print out the new policies, if requested. After you've received this handbook, keep an eye out for any new policies and ask the office for a copy.

If new policies contradict policies listed in the earlier pages of this book, then the new policies overrule the old.

FOR MORE INFORMATION ON GETTING INVOLVED WITH YOUR CO-OP, PLEASE CONTACT memberservices@riverton.org or a Board member, OR ATTEND THE NEXT BOARD MEETING!