



AVINITY®

Mill Pond Gables RESIDENT HANDBOOK

September 2021

OUR MISSION

Inspired by God's love, Avinity creates communities for older adults that nurture body, soul, and spirit

Welcome! We are delighted that you have chosen to join us and hope that you find this Resident Handbook to be a convenient guide for Residents and families concerning our services and features.

This Resident Handbook contains information and policies related to your residency at this Community and is incorporated into the Residency Agreement. Beyond the contents of this Handbook, there may be additional questions addressed by more detailed policies available from Management. The Handbook may be changed from time to time, and changes will be made in writing with appropriate notice to all Residents of these changes. To get the most from your experience here, Residents are encouraged to become familiar with the various policies and procedure outlined in this handbook. If you have questions, please contact Management.

Statement of Intent to Serve:

This Community is intended to provide housing for persons over the age of 55. We may also provide housing for persons with compelling needs that our design and services may uniquely meet. At all times 80% of Residents of this Community will be persons over the age of 55.

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GLOSSARY OF TERMS

Apartment – For purposes of this Handbook, this is an all-encompassing term for living unit, apartment, townhome, brownstone, mew, suite and/or room.

Community – The senior living community/campus named above. Avinity, Inc. provides operational direction and oversight.

Life Enrichment – A department within the Avinity structure that engages Residents in purposeful, fun, and stimulating events and activities, offering meaningful one-to-one connections.

Management – On-site Community staff including your Campus Administrator, Housing Administrator/Director, Resident Services Director, Clinical Administrator and their designees.

Independent Living (Terrace) – The term used for the congregate, independent living apartments in the Community. Utilities are included in the rental rate.

Common Areas (Town Center) – The main building common area featuring many Community amenities such as the Barber/Beauty Salon, Library, Multipurpose Room, Fitness Center.

Visitor – All resident visitors, guests, vendors, and contractors.

You – For purposes of this Handbook, this is an all-encompassing term for all Residents of your dwelling unit and to your Legal or Designated Representative, as named in your Residency Agreement.

ABSENCES

Please inform the Office when you are going to be absent from your apartment for an extended period of time (longer than seven days). Such information will be used for internal communication purposed and will enable Management to serve you better. Additionally, knowing an emergency phone number where you can be reached is greatly appreciated. If there is a need to enter your apartment, such as for a delivery, repair, etc. detailed written instructions are recommended. There may be an absence credit for meals or services, for absence in excess of seven days. Please see Management for more information.

ACTIVITIES/LIFE ENRICHMENT

All Residents are invited and encouraged to participate in daily activities. You are also encouraged to share with staff or volunteers the activities and programs that may be of interest to you. These may include Community outings, special events, parties, indoor and outdoor games, intergenerational groups and various small special interest groups. A monthly newsletter and activity calendars are available at several locations throughout the Community. They may also be viewed online at AvinitySeniorLiving.org/communities. For activities with limited space, sign-up sheets may be used. Reservations for these types of events will be on a first come, first serve basis. For some activities, fees may be charged for cost of services such as transportation, tickets, or supplies. Please be aware that every effort is made to reach as many Residents as possible with our activities programming, however, not every activity will be appropriate for all Residents.

ALCOHOL

This Community may choose to serve, but not sell more than 2 glasses of alcohol (wine, champagne, and beer only) per person at designated meals or at Resident special events and theme dinners. Alcohol will be served only to those who are legally able to partake. Staff under the age of 21 are not permitted to serve alcohol.

AMERICANS WITH DISABILITIES ACT

This Community is compliant with all State and Federal regulations with regard to accessibility for persons covered by this act.

APPLIANCES

Major appliances such as range, refrigerator, hood exhaust, dishwasher, microwave, etc. which are provided by the Community will be maintained, serviced, repaired and/or replaced at the Community's expense. You are not allowed to install or use additional air conditioning equipment, major appliances or supplemental heaters without prior written consent of Management. Safety inspections may be conducted to ensure that the operation of all appliances and fixtures are safe. Instruction booklets for major appliances are available upon request. Any damage as a result of negligence/misuse will be chargeable to the Resident.

BEAUTY SALON/BARBER SHOP

This Community is pleased to offer a Beauty Salon/Barber Shop on the premises. The Service is contacted by an outside beautician and rates and offerings are set by beautician. Payment is all to be done between individual and the beautician.

The salon is a contracted space to the beautician. We license the shop, and per our space use agreement with the beautician, we do not allow others to use the space as the contracted beautician has their own equipment and supplies in the shop.

BILLING

Statements for rent, and any additional charges will be mailed out around the first of each month. These charges may include, but are not necessarily limited to: maintenance or housekeeping services not normally included in the monthly rental charges. Full payment is due by the 10th day of each month, or within five (5) business days of Owner's delivery of any statement, whichever is later. Any bank charges incurred by Avinity for insufficient funds of a Resident's account will be billed back to you. Resident will pay for services and supplies provided by third parties according to the billing and payment policies established by those third parties. Each resident will indemnify, defend and hold Owner harmless from any claims by third parties for services or supplies provided that resident.

BUILDING ENTRY SYSTEM

For security, doors into our buildings are kept locked. Visitors arriving may use the entry system to contact the Office or person they are visiting to let them know they have arrived and be let into the building.

CANDLES

The use of candles in our Independent Living apartments is not recommended. No open flame candles are permitted in hallways or common spaces in Independent Living buildings.

Extreme caution must be exercised due to potential fire hazard. Candles in enclosed containers are preferred. Do not leave burning candles unattended. Battery operated candles are recommended in Independent Living. Resident is responsible for all damages caused by use of candles by Resident or their visitors.

CARTS

Carts are available for your use and may be used on a first come, first served basis. Please promptly return the cart to the designated storage area after each use.

COMMERCIAL ENTERPRISES

Resident business or commercial enterprises are not permitted without the approval of Management. As a general rule, enterprises that require customers or suppliers regularly coming and going from the community would be prohibited. Further, use of equipment that could adversely affect the quiet enjoyment of other Residents is not allowed. No solicitation of other Residents is permitted. See also Solicitation Policy.

COMMON AREAS

Common areas within the building are provided for you and your visitors to enjoy. We trust that respect for one another will be shown and common areas will be kept tidy. Furnishings are arranged to enable use by many and therefore we ask they not be removed or altered. At times of special events or gatherings, additional chairs and/or tables may be set up to provide additional seating space for large numbers.

Common areas may be available for private parties for both Resident and non-resident groups by arrangement. Information can be obtained at the Office.

COMMUNICATION

Providing you with information about our community is important to us. In-house mailboxes for each apartment near right outside each apartment where internal communication is provided. The Life Enrichment Calendar is distributed monthly with a variety of community updates and activity schedules. Residents are encouraged to check regularly. There is a bulletin board above the in-house mailboxes.

CONFIDENTIALITY

Resident files will be kept confidential. Management is authorized to release information of any type about you to your Legal or Designated Representative, as named in the Residency Agreement. Management is also authorized to release information to any health care provider who may be consulting with, caring for, or treating you, and to any person as may be required by law.

CONTINUUM OF CARE

Avinity and its affiliates strive to implement its mission by offering and/or coordinating a continuum of care and services. This continuum includes independent housing options, assisted living or other housing with integrated supportive services, respite care, skilled nursing care, short term/transitional care, dementia care, therapy, home care, hospice, and other services assisting older adults. Avinity affiliates also provide a variety of services ranging from delivered meals to primary medical care and Medicare Advantage Special Needs Plans.

Avinity is dedicated to helping individuals live as independently as possible while providing dignified and safe choices for care options within our communities. PHS offers a variety of services in the continuum of care at this and other Avinity affiliates. Existing residents may have priority status for movement within the Community or transfer to other Avinity affiliate communities, however we cannot guarantee that the specific apartment or location preferred will be available at the time of need. See also WAITING LIST/PRIORITY SYSTEM

Should you choose to utilize a provider other than Avinity for services, we highly recommend you research and verify their credentials. For additional information contact Management.

CUSTOMIZATIONS

No structural customizations/modifications may be made to your apartment without written authorization of Management. You are welcome to make decorating modifications such as

custom color paint, with prior authorization from Management and with the understanding that upon move out you may be required to pay for the apartment to be restored to its original condition. Please contact Management for assistance or a referral to hang large or heavy items on walls (additional charges may apply).

DAMAGE/SECURITY DEPOSIT

Your damage deposit is for any damage to apartment or building/grounds or unpaid portions of rent or fees. You may not use it as a substitute for final month's rent. Annual interest, where applicable, will be at the rate prescribed by state law. Any unused portion of deposit will be returned to you within 21 days of termination of occupancy when a forwarding address has been provided. The damage deposit will be retained for any damage beyond normal wear and tear as determined by Management. If your damage deposit does not fully cover the costs of the damage, additional charges may apply. For more details see your Residency Agreement.

DELIVERIES

Management, or the Office, may sign for deliveries/packages for you if the delivery service is unable to contact you directly. We do this as a convenience for you. We will not sign for deliveries that are alcoholic beverages or Resident medications. Occasionally there may be a delivery/package that you do not wish to accept. If that is the case, it is your responsibility to let the Office know prior to its delivery. It is your responsibility to pick up packages upon notification. This Community is not responsible for packages left in common areas.

DONATED ITEMS

We appreciate items (equipment, pianos, other furnishings, etc.) donated to this Community by you or your family. Due to need and storage limitations, please note Management reserves the right to accept or refuse donations. Disposition of items accepted will be at Management's discretion. Donated items become the property of Riverwood Village.

DRAPERIES/WINDOW TREATMENTS

We provide and maintain window blinds in all apartments. Residents may take the responsibility of providing draperies/window treatments of their choice; however, draperies must complement the aesthetics of the exterior of our facility. It is Management's responsibility to ensure the appropriate appearance of the building from the outside; therefore, it is possible that Management may request a drapery change. When installing window treatments, please do not drill or nail into the wood trim surrounding the window. If you choose to install your own window treatments, you will be responsible for removing the original window treatments and storing them within the apartment. You will also be responsible to re-install the original window treatments prior to move out. Resident is responsible for costs of replacement for any damages to the original window treatments. Maintenance may be available for assistance.

DRESS CODE

Residents and visitors are expected to be appropriately dressed when outside their apartments. Pajamas, bare feet, and exposed undergarments are examples of inappropriate attire. Management reserves the right to address inappropriate choices of dress privately with a Resident.

ELEVATORS

An elevator is available for your use and convenience. In the unlikely event that the elevator becomes stuck, please follow the instructions in the elevator. Please do not try to resolve mechanical problems yourself. If you notice any problems with the elevator or hear the alarm bell, please contact Management immediately. Elevators are checked and maintained on a regular basis. **Do not use elevators in case of fire.** Elevators may not be available for use in a power outage.

EMERGENCY PREPAREDNESS PLAN

A copy of our emergency preparedness plan is available at the Office or online. It is available for your viewing upon request. If you have any specific questions, please address them with Management.

EMERGENCY EXITS

In the event of an evacuation, seek the nearest exit.

EMERGENCY/FIRE PROCEDURES

In the event of a fire, all residents should shelter in place, or remain in their apartments unless: the fire is in your apartment, or an immediate evacuation is advised by Management or emergency personnel.

If the fire is in your apartment or the area where you are:

- Do not attempt to extinguish the fire yourself.
- Leave the immediate area of the fire.
- Call 911 from another apartment.
- Once the fire department has arrived, follow their directions.
- Remember do not use the elevator when there is a fire.

If the fire is NOT in your apartment:

- Stay in your apartment.
- Keep your door closed.
- Wait for further instruction.

This Community was constructed with numerous safety features to signal everyone in the event of fire and to contain any fires in certain areas to prevent the damage and loss of life. The building is zoned with firewalls through each floor and corridors. There are smoke detectors and sprinkler heads throughout every room, corridor, and common space in the building. If the alarm is activated, fire doors throughout the corridors and elevator lobbies will automatically close to contain the fire. Audible alarms will sound in all common areas of the building and resident rooms. Additionally, several fire panels throughout the building will be activated and signal the staff as to the exact location of the alarm. The fire panels are monitored by an outside company 24-hours a day and that company will contact the local Fire Department immediately in the event of an alarm. In our independent living environments, smoke will activate the smoke detectors and that room detector will sound only in the Resident's

apartment. In our care environments, the smoke detector will also signal the staff through the emergency call box as to which apartment is affected. If the smoke is of sufficient nature to reach the corridor or any other common area of the building, then the main alarm system will be activated.

Residents should stay in their apartment with their apartment door closed if they hear the fire alarm. Because of the way the building is zoned with firewalls and fire-rated doors throughout, it is safer for residents to remain in their apartment than to attempt to evacuate. However, if a resident feels they are in immediate danger, they should evacuate using the stairs and **not** the elevator. If there needs to be a building-wide evacuation, the Fire Department will make that decision.

EMERGENCY/MEDICAL PROCEDURES

If able, call 911 yourself as the emergency responders will prefer to talk to you directly. There is an emergency pull-cord system available, in your apartment in the bedroom and bathrooms, and in common area bathrooms. Pulling these cords will alert a third-party monitoring service, who will in turn contact emergency services.

If possible, please let Management know that you have called 911. If you are admitted to the hospital, please ask someone to notify Management of your absence.

Except as permitted by your Residency Agreement, Management will not share information of your whereabouts without your permission or the permission of a responsible party.

EMERGENCY/WEATHER PROCEDURES

This Community is built to withstand strong winds and severe weather; however, it is important that Residents be thoughtful about how to respond in the event of severe weather. The following are recommended:

1. BE PREPARED

We recommend keeping a few items handy in the event of threatening weather, the loss of power, and/or injury resulting from severe weather:

- Your cellular phone (cordless phones may not work during power outages)
- A flashlight with batteries that work
- A battery-operated radio
- A first aid kit
- A blanket (for protection and to keep warm in the event of power failure)
- For care environment Residents – your Urgent Call Pendant.

2. STAY ALERT

If there is severe weather in the area, local television and radio stations are a good source of up-to-date storm information.

- SEVERE WEATHER WATCH means that conditions are favorable for severe weather. Prepare your apartment, listen to the weather reports, locate your cellular phone, a flashlight and battery-operated radio, and close your curtains or drapes

- SEVERE WEATHER WARNING means that severe weather has been identified. Take shelter immediately and remain calm.

3. REACT CALMLY

If there is a SEVERE WEATHER WARNING in our area:

- Stay in your apartment but move away from windows and glass; the bathroom is the safest room in your apartment.
- You may also move a chair into the hallway to stay until the threat passes.
- Listen to your battery-operated radio for severe weather updates.
- Please contact Management should you have questions or require assistance with advanced severe storm related planning and/or preparations.

EMPLOYEE GIFT POLICY

Employees and contracted employees of Avinity and its affiliates are not allowed to accept gifts or tips from Residents or their families. Therefore, as a condition of employment, staff of Avinity are not permitted to accept tips or receive gifts. However, we realize that Residents have a right to exercise their own choices and may wish to acknowledge a specific service or individual. If you do wish to recognize an employee for outstanding work; we ask that you share your appreciation with a word of thanks, a card, or consider recognition through the Shining Star program. If you wish to share a monetary gift with our community, it can be designated to our Employee Appreciation Fund or to support other needs of the Community and/or Residents with financial needs. Please see Management or call the Avinity Foundation Office at 612-861-2799 for more information.

FAIR HOUSING

Avinity does not discriminate on the basis of race, color, national origin, religion, sex or handicap. Avinity complies with all Federal and State regulations regarding Fair Housing and Human Rights.

FINANCIAL ASSISTANCE

You may be eligible to receive certain public funds to assist in the payment of rent and/or service fees. You are responsible for applying for these programs and are also responsible for payment in full of any charges required to be paid by you.

For no fee, you may also wish to contact the Senior Linkage Line and the County in which you reside to obtain assistance in evaluating your housing and service needs and available resources.

FIREARMS AND WEAPONS

Avinity strongly discourages firearms and other weapons on any of our premises at any time. However, in accordance with state law, in Avinity owned or managed Independent Living apartments, Residents with appropriate permits may have firearms. Additionally, Avinity's policy states that these firearms must:

1. Remain unloaded
2. Remain within the apartment
3. Be secured in a locked cabinet or drawer

Firearms may not be stored in any common area, storage locker, garage stall, automobile or other vehicle parked in the garage or on the premises. No firearms or weapons of any sort are permitted in our care environments, or elsewhere on the premises except where authorized by law.

FITNESS CENTER

The Fitness Center is available to help you to achieve your Fitness and fitness goals. No fee is charged to participate in any Fitness Center activity.

FOUNDATION

The Avinity Foundation is a non-profit organization dedicated to raising charitable gifts to support the mission of Avinity. Generous donors have been essential since Avinity was founded in 1970. The Foundation welcomes gifts made through cash and stock contributions, future gifts through wills, bequests, designated beneficiary of IRA Funds or Life insurance, and life income gifts such as charitable gift annuities. The Foundation conducts endowment and capital campaigns to build new communities and renovate the existing communities of PHS. Gifts raised by the Foundation also support benevolence (providing funds for residents who have exhausted their assets), spiritual care, including the ministry of chaplains, and educational opportunities for employees, among other ministry priorities. Many residents and their family members choose PHS as one of their philanthropic priorities.

GAMBLING

This Community may offer gambling themed activities or events, such as Bingo or Casino Night. Winning prizes is acceptable. However, no paying to play a game is allowed unless the event is run by residents. This is in accordance with state gaming commission rules. This Community does not sponsor casino outings. Residents may organize outings directly through casinos if they wish.

GARAGE

Underground garage stalls are available for an additional charge. See Hospitality and Ancillary Services Rate Sheet for rates. The following rules apply:

- Stalls are assigned by Management
- No warming up your car indoors
- Turn lights on when entering and exiting
- Be sure the garage door is shut completely after you enter or exit.
- Only one vehicle should enter or exit at a time
- Openers are assigned and batteries expire from time to time. See Management for assistance as needed
- Report if opener/fob is lost - there will be a charge for lost garage door openers/fobs.
- Speed limit in garage is 5 miles per hour
- Park equally between lines
- Report any suspicious activity
- Follow appropriate directional signs
- Garage renters must provide complete information regarding vehicle and insurance
- Inform management of all changes related to vehicle registration or license plates

GARAGE STALL/STORAGE

Storage of personal items in your garage stall is permitted on a limited basis. Removable storage lockers in the garage stalls may be used. Management is not responsible for the security or damage of items in storage lockers. Do not store flammable or corrosive materials in the lockers. It is recommended that items that may be damaged by extreme temperatures or moisture not be stored in the garage storage lockers.

GARBAGE DISPOSAL

If disposal is malfunctioning do not try to fix it yourself. Please call the Reception Desk to place a work order. Using your disposal may disturb your neighbors if used during early and late hours. Please be courteous. For normal operation, there is no need to run for extended period of time (more than 1 minute).

To keep your disposal a safe and functioning appliance:

- Do not put your hands in disposal
- Do not let any metal objects such as spoons, forks, and knives fall into disposal
- Do not dispose of bones, glass, rice, coffee grounds, large seeds, banana peels, onion skins or any hard- to-grind items such as celery or potato peels
- Run cold water while using disposal

GARDENING/LANDSCAPING

This Community is responsible for landscaping and garden areas. Please do not place anything in the common outdoor areas such as planters, bird feeders or statues. If you are interested in volunteering to water the flowers, please contact Life Enrichment for more information.

GRIEVANCES

If a time arises when a complaint or serious concern has not been resolved through routine channels, concerns may be directed to Management. If the Campus Administrator is unable to resolve the matter, you may contact the Regional Director of Operations (RDO). The RDO may be reached by contacting:

Regional Director of Operations
7645 Lyndale Avenue South
Suite 110
Richfield, MN 55423
612-861-2799

GUEST SUITES/ROOMS

Guest apartments are available on a short-term basis. Children must be accompanied by an adult. Visiting pets using the guest apartment must comply with all visiting pet expectations. See also PETS. Reservations may be made by contacting the Office. Reservations are taken on a first come/first serve basis. See Hospitality and Ancillary Services Rate Sheet.

HEATING/COOLING

For your comfort, heat and air conditioning may be individually controlled in each apartment. If

you plan to be absent from your apartment for extended period of time, please do not set your thermostat below 65 degrees. Space heaters are prohibited unless specifically approved by Management. Should any problems arise with your heating or cooling, please contact the Office to open a work order.

HOLIDAY DECORATIONS

The use of any natural green trees or wreaths is prohibited in individual apartments, hallways, decks or patios and common areas. Flame resistant artificial trees and greenery are permitted. Only U.L. approved tree lighting in good repair may be used. All holiday decorations that are outside the apartment (hallway, decks, patios) and visible to others, should be put up no sooner than 45 prior to the holiday and removed within 30 days after the holiday.

HOSPITALITY AND ANCILLARY SERVICES

Avinity has a variety of services that are offered in our communities. Some of these services are provided by our staff and some are provided by outside contractors. Please see the Hospitality and Ancillary Rate Sheet for additional information. Avinity does not require that you use the services offered by us or our affiliates. We strongly recommend that the provider of service you contract with be licensed, bonded, and insured. It is your right to ask any provider for these documents. Avinity is not responsible for any outside agency or related services contracted individually by a Resident.

HOUSEKEEPING

Housekeeping of the common areas throughout the building is a service provided by staff. As well as weekly housekeeping of the kitchen and bathrooms of all apartments. We are proud of the appearance of this Community and housekeeping schedules are developed to ensure ongoing cleanliness. If you become aware of any housekeeping needs, please contact Management.

INSPECTIONS

Periodic inspections of the apartments by staff may be necessary to ensure the health, safety, and general maintenance of the building. At a minimum, you should expect an annual test of smoke detectors and other emergency systems. In addition, some municipalities or governing agencies require inspections by their officials on an annual or periodic basis. Whenever possible, Management or authorized personnel will notify you 24 hours in advance before inspections. You are welcome to be present during any inspection. For emergencies no notice may be given.

KEYS/KEY FOBS/KEY CARDS

You will receive keys/fobs when you move into your apartment. You will be provided with the necessary keys for entering the building, apartment, and mailbox. Please report any lost keys/fobs to Management immediately. There will be a charge for replacing keys/fobs. See Hospitality and Ancillary Rate Sheet. For the security of this Community, duplication of keys or fobs is prohibited.

LANDLORD AND TENANT HANDBOOK

A booklet published by the Attorney General's office outlining state laws that apply to rental properties is available upon request from Management, or online at www.ag.state.mn.us.

LAUNDRY

Please do not overload machines, use liquid bleach, or dye laundry in machines. When finished with laundry, leave the doors of machines open. Upon completion of your laundry cycle, please remove clothing from the machine promptly and clean the lint trap in the dryer.

Laundry machines are available on each floor. Please use the machines according to manufacturers' guidelines. If your laundry machines are not working properly, please contact the Office to place a work order. Please refrain from using the laundry machines from 8pm to 8am, to respect the quiet enjoyment of each Resident. Rubber-back rugs should not be washed and/or dried in these machines.

LEGAL REPRESENTATIVE

There are several ways that you may designate individuals to act on your behalf. Please provide Management with documentation of any formal Power of Attorney, Guardian or Conservator relationships which may apply. You may also choose to designate a representative in your Residency Agreement to be involved with Management on your behalf. The responsibility of this designee will be to assist you in fulfilling your financial obligations in full and on time, and to assist you in compliance with the terms of your Residency Agreement. This does not require the designee to use their own resources to fulfill their obligation on your behalf. Residents of our care environments are asked to provide Health Care Directives to Management.

LIBRARY

The library is open to all Residents and is made available for your enjoyment. Information and book check-out procedures may be found in the library. Donations of books may be accepted based on need and available space, please see Management for more information. Please be aware that donated books become the property of the community and we do not promise to offer every donation for lending.

LOCATIONS

Avinity has many locations. For current information, a location guide is available from Management. You may also visit our website at www.AvinitySeniorLiving.org.

LOST AND FOUND

Items which become separated from their owners should be reported to Management. Avinity is not responsible for lost items. Lost keys or fobs should be reported to Management immediately.

MAIL

Your individual mailbox is located in the lobby. Your apartment key is used to open your mailbox. The number which appears on your mailbox is the same as the number of your

apartment. Outgoing mail can be put in the mail drop on the left end of the mailbox area. Please note that Post Office staff are not allowed to distribute mail directly to you and he/she may not allow you to retrieve your mail from your individual box until the main delivery box/door is closed. Upon move-out, appropriate change of address forms should be completed with the Postal Service. See also DELIVERIES and MOVING PROCEDURES/POLICIES. The nearest Post Office is located at 209 Main St S, Cambridge, MN 55008

MAINTENANCE AND REPAIR

Management will make necessary repairs of electrical, refrigeration, heating, air conditioning, plumbing and other building related repairs. For service, please contact the Office to open a work order. If the problem is due to defective equipment or normal wear and tear, no charge will be made. If the problem is a result of your neglect or misuse of equipment, a charge may be made for the cost of the repair. Upon move-in, all light fixtures will have properly sized and working light bulbs. If you would like large items (i.e., mirror, large pictures, televisions) hung on the wall, please contact Management to initiate a work order or gain a referral. Additional charges may apply. Please see the Hospitality and Ancillary Rate Sheet. Painting, or any other decor alterations to the apartment, may be completed with Management approval and the understanding that upon move-out you may be responsible for the cost of returning it to its original condition. Please see Management for more information on how to customize your apartment and the terms of the Customization Agreement.

At any reasonable hour of the day with notice, and in the event of an emergency at any time, staff and agents of the Community have the right to enter the dwelling apartment of a Resident to address requested or necessary repairs, maintenance, and/or replacement. Further, staff has the right to authorize entrance for such purposes by employees of any contractor, utility company, municipal agency, or others. In any event, an effort will be made to contact the Resident prior to entering the apartment. Every effort is made to address work in a timely fashion. However, maintenance requests will be addressed on a priority rather than first come, first served basis. The priority will be:

- Life and safety issues
- Problems causing wide-spread or on-going damage
- Building fixtures, furnishings or equipment in apartments or common areas
- Resident personal requests (for example: hanging a picture or mirror).

MAINTENANCE EMERGENCIES

If you have a maintenance emergency such as a water problem, loss of heat, excessive heat, phone outage, please contact the Office immediately. Staff will notify the engineering team. If your emergency is “after-hours” please call the emergency number. They will contact an on-call engineering staff member to address the issue.

MAPS

For building maps please see the Office.

MEMORIAL SERVICES

Chapels or designated common areas are available for individual memorial services. Services in honor of all Residents who have died may also be planned. Please contact Management for support in planning.

MISSING PERSON

If we are unable to locate you, our staff will notify your responsible party

MOVIES

Movie nights are a common occurrence-please refer to our monthly activity calendar.

MOVING PROCEDURES/POLICIES

MOVING IN: It is the responsibility of the resident and their family to move furniture, clothing and personal items into their new home. The date of the move-in must be scheduled with Management. We strongly recommend the use of a licensed, bonded, professional moving company. For Resident convenience, keys and garage door openers may be available prior to move-in.

All move-ins will take place through locations designated by Management to provide convenience to the movers and to reduce disruptions to other residents. At the time of move-in an Apartment Inspection Form will be provided for completion which will clearly document the existing condition of the apartment at the time of move in. For your convenience, carts are available in the Community for moving small items and boxes. Empty boxes should be broken down and stacked in the designated dumpster in the garage. You may wish to order newspapers and/or cable TV services prior to the date of move-in, so that they are available on your first day. Arrangements should be made with the Post Office to forward mail to your new address.

MOVING OUT: At the time of move-out, the original Apartment Inspection Form will be reviewed. Any new damages, beyond normal wear and tear, will be noted and are your responsibility. Damages will be withheld from the damage deposit. Any damages exceeding the amount on deposit will be billed to you or your estate. Proper notice is required prior to moving out of your apartment. Please consult your Residency Agreement for details regarding notice terms. Avinity retains the right to show your apartment to prospective Residents during your notice period. We continue to respect your right to privacy during this period and will give you notice prior to showing. Upon moving out of your apartment, all keys/fobs and garage door openers must be returned, storage areas must be cleaned out, and the apartment must be cleaned according to guidelines you will receive at the time of notice. Please notify the local Post Office of the move-out date. A forwarding address is required so that we may send a final statement and return any applicable deposit.

INTERNAL MOVES: Avinity recognizes that you may need or desire to move from one apartment to another, to another setting, or to another Avinity community. As a current Resident, you may be given priority consideration. Generally, when more than one person requests a move to the same apartment or space, we consider urgency of need first. Please see Management for further information. Please be aware that the costs associated with an in-house move will be your responsibility. With certain specific exceptions, there is a transfer fee for moves within a setting.

NEWSLETTER

This Community publishes its own newsletter each month. It is filled with interesting news and timely information regarding the many ongoing events and activities. The monthly newsletter is an important medium of communication between residents, staff, family members, and volunteers. The newsletter is provided to residents at several locations throughout the Community. It may also be viewed on the internet at www.AvinitySeniorLiving.org. Highlights from the newsletters are available on the monitor in the lobby (if applicable).

NEWSPAPER DELIVERY

The Star Tribune newspapers are delivered directly to the building (but not to each apartment). To begin or end an individual subscription, to place a vacation hold or to communicate any delivery problems please contact the circulation department of these newspapers directly.

Other local newspapers may be available for your enjoyment near the mailboxes. Management cannot guarantee that complete copies of the daily paper will remain available throughout the day. If the paper is important to you, we strongly recommend that you order your own subscription. Please do not remove the Community copy.

NONDISCRIMINATION AND LANGUAGE ASSISTANCE

Avinity complies with applicable civil rights laws and does not discriminate on the basis of race, color, national origin, sex, age or disability in their health programs and activities. Avinity also does not exclude people or treat them differently because of race, color, national origin, sex, age (except as allowable under law relative to our Statement of Intent to Serve) or disability. For Residency Requirements of the Residency Agreement and will work with each Resident to address any concerns about those requirements.

Avinity will (1) provide appropriate auxiliary aids and services free of charge and in a timely manner when such aids and services are necessary to ensure an equal opportunity to participate to individuals with disabilities, and (2) provide appropriate language assistance services free of charge in a timely manner when such services are necessary to provide meaningful access to individuals with limited English proficiency.

NOTARY PUBLIC

Please see the Office for more information.

OFFICE HOURS AND SERVICES

The Office is typically open from 10: am – 3:00 pm Monday - Friday. The Office is not staffed during the weekends. For services including photocopies, faxes, stamps, etc., please see Office staff.

OUTDOOR SPACES (PUBLIC AREAS)

Sidewalks, gardens, and patio furniture are provided for the enjoyment of Residents and Visitors. Reservation may be needed for private gatherings in outdoor areas. Bicycles, skateboards, and in-line skating is prohibited on walkways. Electric personal assistive mobility devices (motorized wheelchairs and scooters) may be used on the walkways. In the shared outdoor areas, the following are not permitted: birdfeeders, moving of or placement of additional patio furniture in non-designated areas. Pets must be leashed. Keeping our property clean is the responsibility of all who use our outdoor areas.

OXYGEN

Persons with electric oxygen concentrators should have an alternative plan for oxygen in case of power outage. We recommend that you have a spare/portable tank available as well. Persons with pressurized tanks must be aware of and follow safety procedures. Please contact your oxygen vendor for information.

PARKING

Outside parking is free. Handicapped parking spaces are for persons with handicap stickers or plates only. Residents are responsible to move their cars when snow plowing, or parking lot maintenance is necessary. Outdoor storage of recreational vehicles or automobiles is not permitted. Outside parking is available for visitors. Inside visitor parking may be available on a limited basis - please check with Management. See also GARAGE

PASTOR

We welcome local clergy into our community to provide services once a month. We are open to any suggestions or recommendations for additional Spiritual Care see office.

PERSONAL PROPERTY/VALUABLES

Avinity encourages all residents to appropriately protect their personal property and their valuables. Residents should lock the door to their apartment. All Residents should secure their valuables and never leave jewelry, cash and credit cards exposed on dressers and tabletops. Arbor Residents are encouraged to not have valuables in their apartment. Family members should care for those items. In the event of a suspected theft please contact Management immediately. See also RENTER'S INSURANCE.

PEST CONTROL

A pest prevention program is in place. Please call Management if you see insects or other pests. If your neighbors have pests, we may make an appointment to treat your apartment also as a preventative measure. Please do not feel embarrassed if you see pests in your apartment. We realize that pests travel from one apartment to another, and a report does not necessarily reflect upon your housekeeping efforts. It is to everyone's advantage that these problems be

reported immediately. If Resident or his/her invitees are determined to be the source of an infestation, Resident may be responsible for extermination and control expenses.

PETS

Visiting Pet Animals

Avinity allows domestic pets with current immunizations to visit the community. The owner of the pet is responsible for its behavior at all times. Visitors who bring pet animals may be asked to sign a Pet Release form, which is available from Management, and must respect and recognize that some Residents and other visitors do not wish to have contact with animals. Documentation of immunizations and health records must be available upon request. Animals must be under the control of owners. No retractable leashes are allowed. Pets must be on a leash of a fixed length no longer than six (6) feet. Visiting animals must be kept out of kitchen areas, sterile supply areas, medication rooms and all dining areas. Exotic and/or domesticated farm animals are not permitted unless they are under the supervision of trained animal handlers. All pet owners must clean up and dispose of waste appropriately. Contact management if assistance is necessary.

Resident Owned Pets

Certain animals are allowed as pets in most settings. Approved animals include small, caged bird species, domesticated dogs and cats, and fish in aquariums not exceeding 20 gallons. Dogs may be restricted by size. Birds of prey and snakes are specifically prohibited as Resident pets, along with any wild, undomesticated, vicious, destructive, or uncontrolled animals. With the exception of a working animal, defined as an animal trained and certified to assist the disabled (Service Animals), no Resident owned dog, cat or other pet will be allowed in the dining room, Community kitchen, and laundry room or beauty/barber shop. A pet owner may not take a pet into the apartment of another Resident without the explicit permission of the Resident. Management may limit pets to certain floors in the building. Pet owners are required to sign a Pet Responsibility Addendum to their lease and pay an additional Pet Fee. For details about these responsibilities, please see Management.

Service Animals

For specific information on Service Animals, please see SERVICE ANIMALS.

All Pets and Animals

The designated pet waste area is located on the east side of the building, near the screened porch. Pet clean-up stands are available to assist you in cleaning up after your pet.

PLANTS

The plants in the common areas are maintained by staff or designated Resident volunteers. Please do not water, fertilize, etc. Accepting plants as a donation must be approved and is at the discretion of Management.

POLICY CHANGES

This Resident Handbook was developed as an evolving policy manual. Management reserves the right to alter or amend policies as circumstances warrant. Information regarding current policies is available from Management. This Resident Handbook will be updated periodically.

PORTABLE SPACE HEATERS

Because of fire hazards, the use of portable space heaters is prohibited unless specifically approved by Management.

POSTAL SERVICES

Postage may be purchased at the Office. There is a maildrop box for outgoing mail located in the same area as the mailboxes. Mail is typically picked up Monday – Saturday excluding holidays.

PRIVACY

Staff will respect Resident's privacy by knocking or requesting permission to enter a Resident's apartment. All housing Resident apartments are furnished with a lockable unit door that the Resident can lock if desired.

Management reserves the right to enter apartment in the case of emergency, or safety. Safety issues may include, but are not limited to health emergencies, maintenance emergencies, inspection for sanitation, pest infestation, issues relating to the quiet enjoyment of other Residents. Management will not enter your dwelling in your absence for non-emergency maintenance or scheduled services except as authorized or by prior arrangement.

RECYCLING

Recyclable materials should be brought to the recycle bin located in the garage, just around the corner from the elevator lobby. For cleanliness and odor control, all containers should be rinsed clean before recycling. All boxes need to be broken down; if you're unable, leave them OUTSIDE of the bin, management will break them down. If you are physically unable to bring recyclable items to the designated recycling containers, special arrangements can be made by contacting Management. We request your help and adherence to this recycling policy. Please do not place florescent light bulbs or batteries in the recycling.

RENT AND OTHER COST INCREASES

This Community strives to provide high quality housing and services at affordable rental rates. Management completes a budget projecting the expenses and revenues for this Community. Rental rates are then determined to offset the anticipated expenses. Consult your Residency Agreement for specific information relating to notice periods. We advise Residents to anticipate rental increases.

RENTERS INSURANCE

Avinity strongly encourages prospective Residents to consider purchasing renter's insurance coverage prior to moving into a Avinity owned or managed community. Renter's insurance can cover loss of your personal property from many risks including fire, lightning, windstorm, hail, explosion, smoke, theft or vandalism, water-damage from home utilities, electrical surges, as well as many other perils.

Your renter's policy can also protect you from loss for liability resulting from personal injury or property damage to a third-party, whether the incident occurred within your rented residence

or elsewhere. It is relatively inexpensive and readily available from most insurance companies. If you are moving to a Avinity community from your own home, your insurance agent may be able to transition your coverage from a homeowner's policy to a renter's policy with the same insurer.

RESIDENCY AGREEMENT/LEASE

All Residents of Avinity Communities must sign a Residency Agreement, also called a lease. It is a legal contract between you and Management. It is enforceable by both parties. Please read it carefully, as information in the Residency Agreement will answer many questions. The rules set forth in the Resident Handbook are also a part of your rental terms and conditions. Consult your Residency Agreement for specific rental terms and notice periods. Under the terms of the Residency Agreement, Resident is obligated to comply with the rules set forth in this Handbook.

RESIDENT CONDUCT/EXPECTATIONS

You are expected to conduct yourself in a respectful way. All Residents may expect the quiet enjoyment of their apartment and common areas of the building. Out of respect for fellow residents, "quiet hours" may be implemented. Disturbances may include excessive volume of TV or stereo, slamming doors, raised voices or noisy visitors. Please inform Management of any disturbances.

RESIDENCY REQUIREMENTS

You must meet certain requirements in order to continue to live in this Community. Please consult your Residency Agreement for further information and a full description of these Requirements.

RESIDENT MEETINGS/COUNCIL

This Community will hold periodic meetings with Residents for the exchange of information and ideas. The purpose of these meeting is to facilitate communication between Residents and Management. We welcome your feedback. If you have a specific issue please make an appointment with Management individually, as open meeting may not always be the proper channel for resolution.

SAFETY

Providing a safe environment is of utmost importance to this Community. Please report any safety concerns to Management immediately.

SAFE MOVEMENT

Residents and visitors are expected to use reasonable caution while moving about the buildings, grounds, garages and driveways of this Community. Precautions will be taken with regard to speed, suddenness and direction of movement. Individuals will be responsible for damages caused by movements lacking reasonable care. Individuals will not be unreasonably restricted by this policy. This policy will apply equally to all individuals, with or without the use of vehicles or assistive devices. Please see Safe Movement Policy for more information. [

SALES (ESTATE, GARAGE)

Other than community sponsored events, garage and estate sales are not allowed.

SECURITY

Building security is important to everyone. This Community is equipped with many features to limit the potential of incidents. These features may include controlled entry system, dead bolt apartment locks, peep holes, and controlled access to building keys, and codes. Periodically, building locks may be changed. Avinity also conducts criminal background checks on all our employees and volunteers. The task of keeping the building safe and secure is not up to the staff alone. You should always keep safety and security in mind. You play the most critical role in controlling access to the building by non-Residents. Here is a list of some of the expectations that Management has:

- Do not let anyone in the front door whom you do not know and trust. We have an entry phone for visitors to use. Instruct your visitors to follow the same rule.
- Never “buzz” the door open to let a stranger in the building. Criminals sometimes use names from the directory to gain access.
- When using the garage doors, stay just inside or outside the door and wait for it to close.
- Call the police (911) and contact Management if you see anything suspicious.
- Management recommends keeping your door always locked.

Management is not responsible for the actions of, or for any damages, injury or harm caused by third parties (such as other Residents, visitors, intruders or trespasser) who are not under Management’s control.

SERVICE ANIMALS

Animals used to assist, support, or provide services to persons with disabilities will not be considered pets, and standard Pet Policies do not apply. Service Animals will be reasonably accommodated. Please see Management for Reasonable Accommodation policies and rules regarding Service Animals. Keepers of Service Animals will be responsible for their care, and for clean-up of all waste.

SIGNAGE

Signs will be allowed to be displayed on Avinity property provided they are in accordance with the Community sign policies and/or procedures as well as applicable City Ordinances and State Statutes. Signs posted by Residents do not imply any statement of endorsement from Avinity.

Generally accepted signs include community special events, educational events, political campaign/election ballot signs, civic activities and signs expressing opinions on subjects related to political issues or having political content. Residents are encouraged to be respectful of other Residents and staff in discussion and advocacy. See also SOLICITATION

SMOKING

All Avinity communities are smoke-free. This policy prohibits smoking in any area of the

building or grounds, including your apartment, parking garage, balcony or patio by you or your visitors. There is a designated smoking area in the northwest corner inside the screened porch.

SOLICITATION

General

Door to door solicitation by Residents or non-residents is not allowed, subject to the exception below regarding Political Solicitation. Political or religious viewpoints/advertising/solicitation/material postings are limited to the interior of apartment or windows and balconies and not be posted on Resident apartment doors, corner shelves or in common areas. All apartment doors must be kept in a neat, orderly fashion. No stickers of any kind may be adhered to the doors. At the discretion of Management, an opportunity may be provided to solicit for fund raising activities, products, services, or types of educational programs that may be a direct benefit to the Residents.

Persons or companies providing educational programs are required to adhere to the following restrictions:

- No specific solicitation may be made for the company they represent.
- No pitch for a specific product may be made.
- No lists of Resident names or signup sheets may be taken.
- No distributed handouts can directly solicit their company products or services.
- Handouts should be of informational or educational nature only.
- No solicitation material to be posted outside a Resident door.
- It is permissible when requested by an individual Resident, to provide information about themselves, their company, or their products or services.

Residents are encouraged to be respectful of other Residents and staff in discussion and advocacy.

Political Solicitation

Avinity recognizes the rights of political candidates to present their information and views to our Residents.

Multi-housing communities are required to allow political candidates who have filed for election the opportunity to enter and campaign within the building, together with a limited number of campaign staff. Candidates will be encouraged to meet the Residents in common areas, at an agreed upon scheduled time. Candidates will be strongly discouraged from disturbing Residents by knocking on doors. Our preference, to protect the privacy of our Residents, would be for candidates to leave their printed materials at our main entrances to be distributed to Resident reading areas.

See also BALCONIES, DECKS, PORCHES & PATIOS and SIGNAGE.

STORAGE AREA/LOCKERS

You may have access to a storage area/locker. Storage lockers are assigned by Management. Lockers which are not officially assigned or appear to be abandoned are subject to inspection by Management and contents may be subject to disposal. Flammable, corrosive, and hazardous

material may not be stored in areas/lockers. Items may not be stored within 18 inches of any water sprinkler. Management is not responsible for the security or damage of items in the storage lockers. Storage locker areas are not climate controlled. Contact Management for more information about renting a storage locker.

SUGGESTIONS

We encourage and welcome suggestions to improve or enhance the experience of our Residents and their visitors. Please place suggestions in box at the Office.

SYRINGES AND LANCETS

All who use hypodermic needles are required to dispose of used needles appropriately. Never dispose of used needles in the trash receptacles or recycling bins. This could pose a danger to other Residents, employees, and trash haulers. "Sharps" containers are the only appropriate receptacles for disposing of used needles. They are available at any local drug store, medical supply store.

TELEPHONES

Phone service is not provided in your rent. If you want to have a landline telephone service, please contact your local telephone provider.

TELEVISION

This Community provides basic cable service in select common areas. If you are interested in having Cable service in your apartment, please contact a local provider. Each apartment is equipped with television outlets. A coaxial cable is needed for hook up to these outlets. Please be considerate of the other Residents in the Community with television volume. If your television volume disturbs the quiet enjoyment of your neighbors, management may suggest the use of a hearing device or other assistive services such as closed captioning.

TIPS/GRATUITIES – SEE EMPLOYEE GIFT POLICY

TOILETS

Please do not place any items in toilets other than toilet tissue. If you have any toilet problems, contact Management immediately. If your toilet overflows, please try to shut the water valve off (which is located directly behind and below the tank) and then call Management or on-call staff immediately. We suggest that each Resident have a plunger on hand for emergency use.

TRANSPORTATION

For information on local public transportation contact office.

TRASH DISPOSAL

A trash room is located on each floor for your convenience. Please securely tie all garbage in plastic bags. Do not put florescent light bulbs in the trash.

VISITORS

Residents' family and friends are welcomed and encouraged to visit. We invite Residents and their visitors to use commons areas, grounds, and amenities. Some areas or equipment may require reservation prior to use. Visitors are asked to respect the privacy and comfort of all and use discretion, so their visit does not interfere with others' enjoyment of the Community. Children are always to be accompanied by an adult. Children are encouraged to visit, but it is the parents', and ultimately the resident's, responsibility to monitor the conduct of young visitors. Please be reminded that this Community is a smoke free community.

Visitors are subject to same rules and expectations as you. You may not have more than two overnight visitors and visitor stays should not be longer than two weeks per stay, without prior approval of Management. Overnight visitors are to sleep within your apartment or reserved visitor/guest room.

Activities programs are designed for you and other Residents. We encourage friends and family to participate if space is available.

VOLUNTEERS

Volunteerism is an important part of the ministry at Avinity. You are encouraged to find a way to become involved in the life of the Community through volunteer service. All volunteers are to register and be approved with the Volunteer Department before serving. Please note that in volunteers may be subject to a background check. From time to time you may see volunteers within the Community. You may identify them by their volunteer nametag.

WAITING LIST/PRIORITY SYSTEM

We are committed to serving you through our continuum of care as your needs may change. Residents of PHS have priority access to other PHS communities and services. Because our communities are sometimes full, we are not able to promise that the preferred room or apartment will be available in the preferred Community at the time of need. At times there may be two or more parties with priority seeking the same room or apartment. At such times, Management will review all of the circumstances, including need, and make a determination. Please see Management if you have questions.

WATERBEDS

Due to the potential of water damage, the use of water beds is not permitted.

WHEELCHAIRS/WALKERS/MOTORIZED CARTS

This Community recognizes that the use of motorized carts or electric wheelchairs may be necessary and beneficial for some Residents. This Community is not liable for damage or injury associated with the operation of the vehicle. Any repair costs due to damage done to the Resident's apartment or common areas will be the responsibility of the resident. Management reserves the right to prohibit the use of a motorized cart or electric wheelchair if it proves to be unsafe to the resident or others, and/or if the vehicle causes excessive damage. Motorized carts and/or electric wheelchairs must be operated at speeds slow enough to ensure the safety of the operator and others and must be stored in the Resident's apartment. We ask that you

travel at a pace no faster than a normal walking pace. Operators are asked to drive on the right side of the hallway or room, and to be particularly careful when driving in and out of elevators and resident dining rooms. Residents are responsible for the care and maintenance of their motorized wheelchair/scooter. All Resident owned wheelchairs, walkers, and motorized scooters/wheelchairs must be stored within your apartment.

This Community owns wheelchairs/walkers that can be used by Residents on a temporary basis for hospitality purposes. If needed for longer than a 24-hour period, please consult with Management. If you require use for an extensive or undefined period, you will be required to purchase or rent one for personal use. See also SAFE MOVEMENT.

WINDOWS

Interior and exterior window washing is completed on all buildings annually by the Community. If you discover a cracked or damaged window, please contact Management.

END OF RESIDENT HANDBOOK