

# MILL POND GABLES TENANT HANDBOOK

## Mill Pond Gables Lease Agreement Addendum #1

201 Hayden Lake Road E  
Champlin, MN 55316  
Phone Number 763-576-8696  
Fax Number 763-576-1599

[JDellwo@AvinitySeniorLiving.org](mailto:JDellwo@AvinitySeniorLiving.org)

Prepared For: \_\_\_\_\_

This is a legally binding agreement. Please read it carefully before signing.

### **Managed By:**

Avinity Senior Living  
7645 Lyndale Avenue South  
Richfield, MN 55423  
612-861-2799

[www.avinityseniorliving.org](http://www.avinityseniorliving.org)



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**WE WELCOME YOU...** as a resident of Mill Pond Gables Independent Living. We will do our best to ensure that you enjoy your residence here. Mill Pond Gables is a place for adults over the age of 55 who seek a pleasant environment that provides privacy, comfort, convenience, companionship, and continued independence.

## **I. DISCLAIMER**

This handbook is an addendum to the lease agreement, and it may be changed by Mill Pond Gables in its sole discretion at any time with a 30-day notice.

The information, procedures and policies presented in this handbook reflect a philosophy of respect for each individual. We trust that you will find the information helpful. This is your home and we hope you will take an active part in the day-to-day process of making it a peaceful, relaxing, enjoyable and thriving community.

## **II. MISSION AND VALUES**

### **Mission**

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

### **Values**

***It is because of our faith that Avinity Senior Living is guided by the following values in support of our mission***

1. Excellence – we have high standards; we seek to be innovative.
2. Compassion – we open our hearts to our residents, caring for the whole person - body, soul and spirit.
3. Respect – we hear and support the needs of others; we work to build trust.
4. Integrity – we consistently adhere to high ethical standards and best practices.
5. Fellowship – we encourage an inclusive, spiritual community.
6. Stewardship – we use our resources prudently.

### **III. IMPORTANT PHONE NUMBERS**

Mill Pond Gables	Office Hours:	8:00 a.m. - 4:30 p.m. M-F
	Phone:	763-576-8696
	Fax:	763-576-1599

Police, Fire, Ambulance      Dial 911

After-hours Maintenance Emergencies:      612-723-1129

Avinity Senior Living Management Services	Office Hours:	8:00 a.m. - 4:30 p.m. M-F
	Phone:	612-861-2799
	Fax:	612-861-2149

Anoka Municipal Utility (AMU Electric)      763-576-2750

Xfinity Internet, Telephone & Cable TV      1-800-934-6489

Local Comcast      651-222-3333

CenturyLink Internet, Telephone      1-800-244-1111

## IV. STAFF SERVICES

Below is a list of Mill Pond Gables staff, their title and brief description of what area of management for which they are responsible.

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John Dellwo	<b>Housing Director:</b> Oversees the building operations, billing, maintenance, and staff supervision. The Housing Director is available Monday through Friday during regular business hours.
John Dellwo	<b>Maintenance Technician:</b> Oversees the maintenance and upkeep of the building and grounds, routine inspections, repairs, safety and security, plumbing, heating, electrical, mechanical, air conditioning, and appliances. Maintenance is available Monday through Friday during regular business hours.
(contracted)	<b>Housekeeper:</b> Maintains the cleanliness of the building including common areas. Please call the main office to inquire about purchasing and scheduling housekeeping services.

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## V. MOVING IN

The following information is very important as you anticipate your move into our community:

- A. Move in Date:** Please notify the Housing Director in advance of the approximate time that you will be moving. We have flatbed carts available for your use as you move in. Please return the carts to the staging area when you have completed your move-in because other residents are depending on their availability.
- B. Keys:** After you have signed your lease, you will be given keys for your apartment door, mailbox, and front entry. You may not duplicate the keys or give keys to other persons. If you misplace or have lost your keys, please contact the management office immediately. There is a non-refundable charge for additional keys. If you wish to provide a family member or some other person with a key to your apartment, please contact the Housing Director. Your request must be in writing and approved by the Housing Director.
- C. Billing:** Your monthly charges will be provided to you on a statement prior to the first day of each month. These charges are due on the first of the month. Payment received after 4:30 on the 5<sup>th</sup> day of the month will be assessed a \$25 late fee. Any questions regarding your bill can be addressed to the Housing Director.
- D. Post Office:** Don't forget to forward your mail. Forms can be picked up at your local post office or on the Internet. Please include your apartment number on any mail you wish to have forwarded to your new home. This helps the postal carrier to ensure that your mail is delivered to the correct apartment.

- E. Renters Insurance:** Although Renter's insurance is not required, it is strongly recommended. Call your insurance agent to arrange for renter's insurance. Your landlord's insurance coverage does NOT cover your personal belongings or your personal liability for injury or damage that occurs in your rented residence. Personal property coverage includes damage or loss caused by such things as fire, lightning, theft, vandalism or malicious mischief, sudden water escape from plumbing or appliances, windstorm, hail, explosion, freezing of plumbing systems, sudden and accidental smoke, weight of ice, snow, or sleet and more. It also protects you from personal liability that can result from injury to others while in your apartment and damage to the property of others if you are responsible for their damage. There are numerous carriers that can provide you with a quotation for this coverage. Renters insurance is inexpensive, and many carriers will provide you with inflation protection. You may want to also ask about coverage for jewelry, cameras and furs as some policies have limitations on this type of coverage.
- F. Security Deposit & First Month's Rent:** To facilitate a smooth transition into Mill Pond Gables, we ask that you make an appointment to see the Housing Director the week before you move in to pay your rent, sign the lease, and complete a walk-through of your unit. Our office is open Monday-Friday 10:00 a.m. – 4:00 p.m. or by appointment. Please call 763-645-1550.
- G. Tenant Lease:** The lease is a legally binding document that contains important information about our community. The Housing Director would be happy to answer any questions you might have about the lease or any of the addendums. You will be asked to sign a copy of your resident handbook and lease prior to receiving your keys. A copy of these documents will be given to you after signing.
- H. Utilities:** We suggest that you make arrangements for telephone and cable TV service approximately two weeks before you plan to move in. A list of important phone numbers is included in the front of this handbook.

## **VI. MOVING OUT**

When you wish to move out, a written notice to vacate must be given to the Housing Director per the lease agreement. The Housing Director will provide you with move-out procedures, so you can plan your move and know what is expected of you. You will be asked to set up a time to complete a unit inspection.

Upon proper written notice to terminate the lease and when the apartment is vacated, the security deposit will be returned as required by law. Amounts as are reasonably necessary to remedy defaults in payment or performance under the lease or to restore the premises to the condition at the commencement of the lease, ordinary wear and tear from careful use excepted, may be withheld from the security deposit. A written statement explaining any amounts that have been withheld will be sent to the mailing address provided to management at the time you give your notice to terminate the lease. In the event the cost of restoring or repairing the apartment exceeds the amount of your security deposit, Mill Pond Gables reserves the right to collect the remaining cost of repairs or restoration from you. If you fail to vacate the premises by midnight of the last day, you will be charged one full month's rent as liquidated damages.

## **VII. MOVING TO A NEW UNIT**

If you wish to move to another unit within the building, please speak with the Housing Director to have your name placed on a waiting list. A fee of \$350 will be charged. The same procedures for moving in and moving out must be followed.

## **VIII. BUILDING & GROUNDS**

**A. Building/Apartment Maintenance:** Our staff is responsible for the continued cleanliness and operation of all plumbing, heating, electrical, mechanical, air conditioning, and appliances. Please stop by or call the management office if you experience problems with any of the above and request a work order. Our goal is to resolve your maintenance issues within 24 to 48 hours. If your work order has not been addressed or you continue to experience problems, please call the management office during office hours so we can resolve your maintenance problem.

**B. Holiday/Seasonal Decorations:** Due to safety and disposal concerns, no live Christmas trees, wreaths, or other Christmas greenery are allowed in the building.

**C. Fire:** If you discover a fire: Dial 911.

**1. PLEASE REFER TO MILL POND GABLES EMERGENCY PLAN FOR FURTHER INSTRUCTIONS.**

**2. NEVER USE THE ELEVATOR DURING A FIRE.**

**D. Front Entry:**

1. Give the office your phone number so that we can issue you a code.
2. Visitors can call your apartment by dialing your assigned code, which is posted in the front entry. When your phone rings, identify the caller. If you wish to let them in push "9" on your telephone and hang up.
3. **For your protection do not let strangers in.** If they are unable to reach the resident, we ask that you do not let them into the building. Each resident must identify their guests and grant them entry.

**E. Laundry:** Laundry facilities are available on each floor of Mill Pond Gables at no charge. Please be respectful of your neighbors by promptly removing laundry from machines immediately upon conclusion of the cycle. Mill Pond Gables is not responsible for lost, stolen or damaged laundry.

**F. Light Bulbs:** Maintenance staff will install light bulbs for you if needed.

**G. Mail Delivery:** The United States Postal Service delivers mail to Mill Pond Gables. The mail is sorted and delivered to your assigned mailbox in the lobby of Mill Pond Gables. Please check your mailbox regularly for US Postal items. Oversized packages are left in front of the mailboxes.

- H. Medical Emergencies:** Call 911 for all medical emergencies.
- I. Newspapers:** If you choose to subscribe to a newspaper delivery service, the paper will be delivered to the front entry of Mill Pond Gables. You will be responsible for picking up your paper after delivery. Mill Pond Gables is not responsible for lost or stolen newspapers.
- J. Plumbing:** Please do not attempt to flush sanitary napkins, disposable incontinent products, cat litter or other such items down the toilet. You may be charged the cost to unplug your toilet if any of these items are found in your toilet.
- K. Power Outage:** In the event of a power outage, the halls and stairways will be lit by battery lighting for 90 minutes. The fire sprinkler system will remain functional regardless of power outage. It is recommended that tenants remain in their apartments during a power outage.
- L. Recycling:** This facility participates in a recycling program. We recycle newspaper, plastic bottles, cans, glass, cardboard boxes and magazines. Please deposit your recyclables in the designated containers located in the trash room on each floor.
- M. Storage:** The following rules apply to storing of personal items:
1. Any items stored in your garage stall must be in an enclosed water proof storage unit.
  2. Flammable liquids, fireworks, explosives, highly corrosive acids are expressly prohibited.
- N. Trash:** Trash collection is in the trash room on each floor. Please be sure to tie trash bags tightly. If you use grocery store plastic bags for trash, please use two bags. Please contact the Management Office if you would like to dispose of furniture, mattresses or electronics. Some larger items may require a fee for disposal.
- O. Tornadoes/Storm:** In the case of severe weather, please stay away from windows. The internal hallways and bathrooms are the safest. Each resident is required to maintain a working supply of flashlights and batteries. Please also have non-perishable food, enough to last for three days. **Do not use elevator.**
- P. Urgent Maintenance Needs:** If you have an urgent maintenance need (i.e. heating/air-conditioning problem, broken window, broken door lock, plumbing, etc....) outside of normal office hours you may call the Mill Pond Gables after-hours support number.
- Q. Garage Parking** - Garage stalls are reserved. Additional monthly fees apply. If you are unsure of your parking number, please check in the office. **Lost garage door openers will be replaced for a fee.** Please refer to your Garage Use Addendum in your lease.
- R. Parking Lot Rules/Regulations**
- A. Tenant vehicles should be registered with the office. The Housing Director assigns all reserved garage spaces and provides a parking pass for all residents' vehicles. Guests should park in the surface parking lot at the front entrance of the building.



- B.** Mechanical work, oil changes and car washing are not permitted.
- C.** All vehicles must be in operating condition with valid registration.
- D.** No vehicle shall be parked in such a manner as to impede or prevent ready access to the entrance of the building, garage doors or access to the trash dumpsite.
- E.** Trailers, boats and campers may not be stored in the parking lot without prior permission from the Housing Director.
- F.** It is the responsibility of the resident who owns a vehicle to move it for snow plowing. If you are going to be gone or unable to move your vehicle, you must make arrangements with a friend or family member to move your vehicle. We are sorry, but staff is prohibited from moving a resident's vehicle for any reason.
- G.** Cars not moved within 24 hours of a snowfall that requires the lots to be plowed may be towed at the owner's expense.

## **IX. RESIDENT LIFE & RESPONSIBILITIES:**

- A. Activity Calendar:** Activities will be posted in the lobby area.
- B. Alcoholic Beverages:** Consumption of alcoholic beverages is allowed in private apartments, but not allowed in any of the common areas or on the outside grounds of the property.
- C. Complaint Policy:** Tenant concerns and complaints may be submitted either verbally or in writing to the Housing Director. The Housing Director will respond within a reasonable time frame. A copy of the Complaint Resolution Policy is attached to your Tenant Lease Agreement and is also posted near the main office.
- D. Confidential Information:** The nature of our business often results in our having knowledge about the personal and financial matters of our Tenants. Avinity Senior Living strives to ensure and protect the confidentiality of the personal and financial information of our Tenants. Avinity Senior Living employees will not disclose Tenant information to other Tenants or to any other person except:
  - a.** If the Tenant has granted their permission to the employee to disclose the information;
  - b.** If an employee believes the health and safety of the Tenant is at risk;
  - c.** As may be required by law;
  - d.** To other employees as is necessary to provide services;
  - e.** To persons authorized in writing by the Tenant or the Tenant's responsible person as is necessary to receive information, including third party payers; or
  - f.** To representatives or persons authorized to survey or investigate any part of the property or program.

- E. Dress Code:** Out of respect for your neighbors and visitors, we ask that you dress in appropriate clothing when in the lobby or common areas. No bare feet, bathrobes, housecoats or other sleeping attire, please. Shoes or slippers should be worn outside your apartment.
- F. Electric Carts and Scooters:** Residents are responsible for any damage caused by electric carts and scooters. These vehicles must be stored in resident apartments and may not be left unattended in the hallways or common areas of the building.
- G. Gifts and Gratuities:** Excellent customer service is our goal. Our policy does not allow staff to receive gifts or gratuities from residents. This policy is in place to protect both you and the staff. We are grateful for the many ways that you show your appreciation to us, and we ask that you respect this policy so that we don't end up in the uncomfortable situation of having to refuse a gift.
- H. Guests:** You may have overnight guests in your apartment for a maximum of one week per calendar year, per guest. Longer stays must be approved in writing by the Housing Director. The action and conduct of all guests are the responsibility of the Tenant. Please always supervise and accompany your guests within the building. Guests should park in the surface parking lot.
- I. Oxygen In Use:** If you use oxygen, state law requires that you post an "Oxygen In Use" sign outside your apartment door. Contact your Oxygen Supplier to see if they will provide you with an "Oxygen in Use" sign.
- A. Pets:** Pets are allowed in our facility within the guidelines of a very specifically written pet policy. Please see Administrator to receive a copy of the pet policy.

Pets are welcome to visit you at Mill Pond Gables, but no pets or animals are allowed to live in your apartment. Visiting animals are not to be left unattended at any time and must be on a leash no more than 5 feet long or restrained in a pet carrier while being taken in or out of the building. Owners must be ready to show proper verification of current vaccinations and must comply with property sanitation standards. Unusually lengthy or frequent animal visitation privileges will be handled on a case-by-case basis. The Housing Director has complete discretion in deciding to allow any animal to visit.

- B. Noise:** We ask that you are considerate of your neighbors as you use your radio, stereo and television. Quiet hours are especially important between 10:00 p.m. and 8:00 a.m. There shall be no playing or running in the common areas of the building, stairways, elevators and laundry/trash rooms by any residents, guests or family members.
- C. Resident Absence:** If you are planning to be absent from your apartment for an extended period, please notify the Housing Director. If you are admitted to the hospital in an emergency, please call or have a family member or friend call the management office.

- D. Resident Association:** Residents of our community may elect a resident association. The purpose of the resident association is to enhance the social-recreational involvement of residents and to bring items of resident concern to the attention of management when needed. A Resident Council, if elected, will meet monthly. All residents are encouraged to attend.
- E. Safety:** Use of an auxiliary heater is prohibited.
- Your unit contains a smoke detector and sprinkler system. Do not tamper or interfere with any smoke detector or other fire safety equipment. Residents are responsible for notifying management if they suspect their smoke detector is not working properly.
- Do not use worn electrical cords or overload electrical outlets. You must use a power strip when plugging in multiple cords.
- F. Solicitation:** Door-to-door soliciting will not be allowed within our community. In-house mailboxes may not be used by solicitors. If a solicitor comes to your door, please notify management immediately so the solicitor may be removed from the premises. By law, management cannot prevent political candidates from going door to door. We do however; encourage them to leave their informational literature in the lobby as an alternative.
- G. Smoking:** This is a smoke free facility. This rule applies to individual apartments as well as all common areas. Please inform your guests that this facility is smoke free. See Smoke Free Addendum of your lease.
- H. Unit Modifications:** Should you desire to add fixed objects such as permanent bookshelves, wall units, ceiling fans, etc., you must first receive written permission from the Housing Director. All fixed objects are to remain in the apartment upon move-out. Painting and wallpapering are only allowed with the written permission of the Housing Director.
- I. Use of Common Space:** Each resident is allowed to make use of all common space within the facility. Should you desire to reserve a common space for a private function, you must notify the management in advance so that the reservation can appear on the calendar at least two weeks prior to the event. Scheduled resident activities always take precedent over private usage. A \$100 damage deposit is required for to reserve and use any common space.
- J. Volunteer Opportunities:** Residents will be given opportunities to volunteer for their fellow residents or others within the community. Should you be in need to receive volunteer help, please notify the Housing Director.
- T. Emergency Services and 911:** Emergency services will be summoned during an emergency even if residents have a written DNR or Health Care Directive. If a medical emergency occurs, staff will call 911 and the responding paramedics will assess the situation and follow their guidelines for further treatment and/ or transportation. Mill Pond Gables staff will not perform CPR. Mill Pond Gables staff, to the best of our ability, will provide emergency personnel with any copies of a DNR, Health Care Directives and/or Resuscitation Guidelines if available.

- U. Doctor's Visits:** Residents are responsible for finding and seeing their own Doctor. There is no visiting Physician to Mill Pond Gables and the facility does not provide transportation to doctors appointments.
- V. Medications:** Assistance with medications is not available at Mill Pond Gables.
- W. Personal Belongings:** Residents furnish their own apartment. Residents are encouraged to carry their own personal property insurance. Mill Pond Gables will not be responsible for the loss or damage of personal property. Retaining large sums of cash or valuable jewelry in an apartment is discouraged.
- X. Safekeeping of Valuables:** It is not advisable to keep large amounts of money or valuables in the apartment. If something is missing, it should be reported immediately to the Housing Director and the local police. Staff will initiate a missing item report. The facility is not responsible for missing valuable items, loss of property, or cash belonging to the resident.
- Y. Vulnerable Adult Act:** Protection of residents is a right provided for by the State of Minnesota and supported by Mill Pond Gables. The Vulnerable Adult Act provides that no employee, visitor, or family member may be involved in any act of abuse or neglect. Any incident observed should be reported to any department supervisor. All such incidents will be reported to the proper authorities.
- Z. Radio and TV Volume:** We ask that you are considerate of your neighbors as you use your radio, stereo, and televisions. Quiet hours are especially important between 10:00 p.m. and 8:00 a.m.
- AA. Involuntary Transfer:** Administration may determine that your continued residency here is no longer possible. Following are the common reasons for these decisions.
  - i. Your failure to perform your obligation under the resident lease agreement, including paying your monthly fees or other charges.
  - ii. Your failure to abide by the rules and regulations of this facility, described in the Resident Handbook as they now exist or as they later may be amended.
- BB. Tipping:** Tipping is not allowed.
- CC. Firearms:** Resident may possess firearms subject to the following conditions:
  - 1.** The firearm must be stored in a locked area or case, or
  - 2.** The trigger must be locked, or the firing pin/bolt removed and locked separately.
  - 3.** Ammunition must be stored and locked separately from firearms.Residents who choose to possess firearms are asked to inform management. You may do so in confidence by calling or writing the Housing Director.

## **X. SERVICES**

- A. Meals:** No meal services are offered at Mill Pond Gables.

- B. Social-Recreational Activities:** A variety of recreational, religious, educational, cultural, and social programs will be available for your participation. You may participate to whatever extent you wish. Some events may involve an additional charge. You will find a brief description of scheduled activities in the monthly newsletter.
- C. Transportation:** No transportation services are offered at Mill Pond Gables.

**XI. SUPPLEMENTAL & OPTIONAL SERVICES**

- A. Copy-Fax Services:** Copy and fax services are available for a nominal charge in the management office during normal business hours Monday through Friday.
- B. Library:** There are many books available to borrow in the library located on the first floor of the building. If you are interested in donating books to our library, please contact the management office.
- C. Fitness Center:** The wellness center located on the first floor is open to residents every day from 8:00 a.m. to 10:00 p.m. Please follow posted rules and regulations for using the fitness center and the equipment. Notify the management office of any issues with the equipment.

**XII. SIGNATURE(S)**

**I have read, understand, and agree to abide by the contents of this handbook.**

**Tenant:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
Signature

**Tenant:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
Signature

**Landlord:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
Signature Housing Director /Agent for the Owner

**Responsible Party:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
Signature

**Guarantor:** \_\_\_\_\_ **Date:** \_\_\_\_\_