
Mt. Carmel Gardens, Inc.
House Rules
2008

**This Handbook is to be used as a guide. It may be
changed with or without notice by Management.**

The House Rules apply equally to tenant and to tenant's family, agents, visitors, licensees, and individuals employed by the tenant. Tenant shall observe these rules and be held accountable and responsible for violations by any of the persons listed above.

1. The sidewalks, entrances, passages, vestibules, corridors, elevators, hallways and stairways of the building shall not be obstructed or used for any purpose other than entrance to and exit from the unit and building.
2. There shall be no disruptive playing or running in the public halls, stairways, elevators, trash rooms, community rooms, or laundry room by residents, guests or family.
3. Bicycles, carts, wheelchairs or other similar items are not permitted to be stored or left unattended in public hallways, stairs, stair landing or trash rooms.
4. Motor vehicles shall be parked in areas provided. No vehicles are to be parked on the lawn, grounds, sidewalks or fire lanes. Guest parking is located in the rear of the building in the designated area. Individuals picking up or dropping off a resident may park in the designated 15 minute area in front of the building. The back entrance may be utilized for resident drop off, delivery of groceries, medical supplies or furniture delivery. No vendor deliveries are permitted through the lobby. Any vehicle left unattended in a designated "no parking" area is subject to tow away at the expense of the individual.
5. Maintenance or repair work on vehicles shall not be performed on the premises. Vehicles leaking oil or other fluids are to be repaired or removed from the premises. The resident is responsible for the clean up and/or repair of the resulting damage. All inoperable vehicles, vehicles with flat tires, outdated inspection stickers/license plates may be towed away 48 hours after first notice at the owner's expense.
6. No tenant shall make, or permit guests to make, disturbing noise in the building which interferes with the rights, comforts, privileges or convenience of other tenants. The playing of TV's, radios, tape players or other sound generating items shall not be disruptive to other tenants of the building.
7. Mount Carmel Gardens, Inc. supports drug free housing. Any tenant, any member of the tenant's household, guest, visitor or family member shall not engage in criminal activity, including drug-related criminal activity, on Mt. Carmel Gardens, Inc. property or premises. "Drug-related" criminal activity identifies as the illegal manufacture, sale, distribution, use or possession with the intent to manufacture, sell, distribute or use a controlled substance as defined the Section 202 of the "Controlled Substances Act USC 802". The tenant any member of the tenant's household, guest or visitor shall not permit the dwelling unit to be used for, or to facilitate, any criminal activity, including "drug-related" activity, regardless of the status of an individual engaging in such activity. As well, the above will not engage in the manufacture, sale or distribution of illegal drugs or controlled substances at any

location whether on the property or premises. Please refer to HUD Lease page 10, number 23 "Termination of Tenancy".

8. Each Tenant shall keep his/her unit in a good state of preservation and cleanliness and shall not permit the accumulation of waste or refuse. The tenant shall not sweep dirt, throw trash or garbage from any door or window of the unit. No garbage cans, waste, refuse, supplies or other articles shall be placed in the hallways or on the staircase landings. Combustible items may not be kept in the unit or general storage area. Housekeeping is the responsibility of each tenant. This includes professional carpet cleaning as needed (at least once a year). ~~Garbage and trash from the unit will be~~ sealed or wrapped so that it will not break open and be placed in the trash chute in the trash rooms. Boxes must be taken directly to the trash room and broken down if possible. Please notify the front desk staff so that maintenance staff can dispose of these boxes. Mattresses, furniture or large items will be disposed of and billed to the tenant at trash removal company rates.
9. Mt. Carmel Gardens, Inc. does not assume responsibility for the loss or damage of any personal property from any cause. It is suggested the tenants obtain renters insurance from their insurance agent at the tenant's expense to protect personal possessions against fire, theft or water damage. For safety and security, it is recommended that tenants keep their unit doors locked at all times.
10. Tenants are responsible for the condition and contents of their unit. Damage, other than normal wear and tear, whether from misuse, abuse or neglect on the part of the tenant, household member, guests, family or any other person under the tenant's control, shall be charged to the tenant. Charges by outside suppliers shall be at the invoice price for materials and labor for repair or replacement. Time of staff in relation to the above will be charged at the employee's base rate (overtime if applicable), plus applicable fringe benefits. This rule applies specifically to, but is not limited to, items such as covered in Paragraphs #5, 6, 9, 11, 12 and 42.
11. Water closets, lavatories, commodes and other water fixtures in the unit or in the building shall not be used for any purpose other than those for which they were constructed. Sanitary napkins, diapers, rags, face tissues, food, kitty litter or any other articles shall not be placed into, or disposed of, the commodes or other water fixtures.
12. Blinds are provided in each unit at time of move-in. The tenant is responsible for the blinds, and if, for any reason they are removed or damaged, the tenant will be responsible for the replacement.
13. Animals are not permitted in the building unless the pet contract is totally completed. A deposit and payment arrangements for a total of \$300.00 must be made before the animal may be brought in. Assistive animals are the only exception to this rule. In no event shall dogs be permitted in any of the public portions of the building or grounds unless carried or under leash control. Dogs will be walked in designated

areas and it is the responsibility of the owner/tenant to clean waste to prevent possible health hazards. Tenants who own cats shall follow the same rules. Tenants shall provide a properly maintained litter box in the unit for their cat. Do not flush kitty litter down the commode. Tenants with pets, including Assistive animals, will be charged the cost of full extermination at termination of lease, and the cost of deep cleaning and sanitation of carpets. Pet ownership rules have been established and are a part of the tenant's lease. The rule stated in this paragraph is only a part of the overall pet rules. Pet rules established by the Lease and Pet Contract will prevail in all instances. The Landlord will allow the tenant to keep an animal needed as reasonable accommodation to the tenant's disability, and will allow animals to accompany visitors with disabilities who need such animals as an accommodation to their disabilities.

14. Tenants shall use only small nails and specially designed picture hooks for hanging pictures and decorations. Damage caused by the use of toggle bolts, molly screws or similar fasteners will be charged to the tenant at the cost of the repair.
15. The Landlord holds both security and pet deposits in an interest bearing account.
16. Tipping of any staff member is strictly prohibited. It is against company policy for any staff member to accept monetary or any other kind of compensation for service. The only exception to this policy is Hanukah/Christmas and birthdays. If a staff member is caught accepting tips or other gifts, it is grounds for termination of employment. Borrowing money from or lending money to staff is strictly prohibited.
17. The tenant shall use the laundry area in an appropriate and safe manner. In consideration of other tenants only tenant laundry may be done on site, and usage rules posted in the laundry room are to be followed.
18. The agent of the Landlord, and any contractor or workman authorized by the Landlord, may enter any unit at any reasonable hour of the day, with reasonable notice, for the purpose of inspecting such unit to determine whether measures are necessary or desirable to control or exterminate any such vermin, insects or other pests; and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests. The only exception is in the case of an emergency at which time entry will be at the discretion of appropriate staff, i.e. Management or Maintenance.
19. The Landlord shall have the right to assign and reassign storage space. Alcove and small one-bedroom units are the only units to be assigned lockers. Locks and labels are to be supplied by the tenant. Mt. Carmel Gardens, Inc. assumes no liability for the contents of the storage units.
20. Installation of additional locks and chains on individual units is prohibited.

21. The Landlord will pay the cost of fluorescent bulbs used in unit fixtures. The resident will pay the cost of any and all other light bulbs. Maintenance staff, when requested, will install bulbs into fixtures owned by the facility. The bulbs may be purchased from Mt. Carmel Gardens, Inc. or supplied by the resident.
22. Only persons listed in the lease are allowed to live in any unit. The tenant may not move other people into the unit without application and appropriate lease. Visitors are welcome, but overnight stays are limited to 24 days per calendar year. An overnight guest is defined as anyone visiting a tenant between 11:00 pm and 6:00 am. ~~It is the tenant's responsibility to notify the desk when a visitor is spending the night.~~ If this is not done, management will place the guest in the overnight book. If a tenant has guests that exceed the 24 day policy, they will be notified in writing that they are in non-compliance of House Rules. At this time or anytime a deviation to policy is required, the tenant must put the reason in writing and management will address the situation. Out of town visitors may request additional time. Babysitting on a regular basis as a means of increasing a tenant's income is not permitted. Visitors are welcome, but are required to sign at the front desk on the designated form.
23. Moving of furniture and other household goods into or out of the unit is to be arranged with management, and is restricted to the period between 8:00 AM and 11:30 AM and 1:30 PM and 8:00 PM Monday through Friday and 8:00 AM and 8:00 PM on weekends.
24. Work requests and/or complaints regarding the operation of the building shall be made at the front desk at any time. Work order request forms will be completed by the front desk staff. Maintenance personnel are not permitted to complete repairs without a written work request. Staff is not permitted to move personal furniture or repair personal items during working hours.
25. A social hall is provided for tenant use. To reserve the hall for personal function, please contact management. Eating and drinking are not permitted in the living room. Smoking is not allowed in any common area. Smoking areas are outside the building. See no smoking addendum regarding areas where smoking is not allowed.
26. Tenants shall not come to the ground floor public area or in any common area in pajamas, nightgowns, robes or other sleeping attire. Shoes shall be worn at all times when tenant is out of the unit. Individuals using hair curlers are to cover same appropriately.
27. Fire drills will be held in accordance with the City of Jacksonville Fire Department regulations. All tenants shall participate in the fire drills.
28. Soliciting will not be permitted on the premises or grounds of Mt. Carmel Gardens, Inc.. If a solicitor comes to a tenant's door, the tenant should notify management immediately.

29. Mt. Carmel Gardens, Inc. has all electric apartments. The electric wiring system is designed to accommodate the usual kitchen and household appliances. Extra appliances such as freezers are not permitted.
30. Propping open unit doors leading to the hallways is strictly prohibited for any reason with the exception of moving in or out of the unit.
31. No resident or guest is permitted to walk through the parking lot gates.
32. All vehicles that come through the parking lot gate must use a key card or be admitted by front desk staff. Any individual who "runs" the gate will be given a verbal warning first. The second violation will result in written notification, and the third violation will result in revocation of parking privileges inside the gate.
33. Staff that work for Mt. Carmel Gardens, Inc. and who also reside in the building are not to be bothered by tenants regarding business problems when staff is not on company time.
34. Each unit is equipped with a check-in system and emergency call system. All tenants are required to check in by 9:00 AM by simply pushing the black button in the bathroom. If you are unable to push the button, please call the front desk and verbally check in. If you have an emergency, do not hesitate to pull the cord.
35. Lockout fee of \$10.00 is charged if the tenant locks themselves out of their unit after 4:00 PM and before 7:00 AM Monday through Friday. The fee is charged on weekends and holidays.
36. No store shopping carts are permitted in the building or on the grounds. If you are using a store shopping cart, please return it to the store.
37. Transfers (moving from one unit to another) may be done for the following reasons:
 - a) reasonable accommodation due to a disability at which time the owner will pay for associated costs unless doing so would be an undue financial and administrative burden (Refer HUD 4350.3 Rev 1; Chap.2 subpara 4). Lateral transfers in this case will be done as an accommodation for a disability.
 - b) Change in family composition.
 - c) Resident request after one year of occupancy.

Transfer requests from one unit size will require page one of the application to be completed. Management reserves the right to deny this request if the tenant has not kept the current unit in a decent, safe and sanitary condition. If the current unit requires painting, carpet cleaning or repairs not due to normal wear and tear and due to carelessness, misuse, or neglect the tenant will be charged the actual and reasonable cost.

Each instance will have documentation and supporting information for the charges imposed. Carpet will be cleaned or if less than 10 years old replacement will be prorated. Deposits will be refunded and a new deposit required. A new lease will be signed by anyone moving to another unit and all rules implemented since the original lease will be adhered to by the tenant. Example: Individual is a smoker grandfathered in will now be obligated to adhere to the no smoking policy in the new unit.

All requests will be dated, timed, initialed and requests handled in this order on wait list by unit preference.

38. Mt. Carmel Activities – The Activities Program at Mt. Carmel Gardens, Inc. is intended for the peaceful and pleasant enjoyment of the tenants. The only prerequisite for participation is appropriate attire and behavior.

39. Effective 10/1/2004 Mt. Carmel Gardens, Inc. became a non-smoking facility. Those currently residing at Mt. Carmel Gardens, Inc. will be grandfathered in under the previous smoking policy. Non-smoking from 10/1/04 forward means that any tenant moving in as of lease date 10/1/04 does so with the understanding that there is no smoking in their unit.

40. Mt. Carmel Gardens, Inc. will serve as a shelter for residents ONLY. The only exception will be for staff and those family members who reside in the same dwelling as the staff member. If and when the situation arises, all visitors and guests will be asked to leave the premises immediately. Anyone who requires assistance with health care is responsible for obtaining a caregiver or making arrangements to go to a special needs shelter. All residents are responsible for their own water, food, bedding and medications.

41. Lockouts: Lockout fees will incurred at a cost of \$10.00 when the lockout occurs between the 5:00 pm and midnight Monday through Friday. All lockouts during weekend hours and during holidays will be billed at \$10.00 from 7:00 am until midnight. No lockouts will be done between the hours of 12 midnight and 7 am unless it is for an individual who is returning from the hospital. There will be NO exceptions.

42. Extra charges for facilities and services:

Mt. Carmel Gardens, Inc. will charge extra fees as approved by HUD as follows:

- a) replacement keys - \$.75 for each key
- b) lockout fee - \$10.00
- c) lost key card - \$10.00
- d) Damages – damages will be charges at actual and reasonable costs, and each instance will be documented with supporting information for the charge imposed.

Damage is considered caused by carelessness, misuse or neglect on the part of the tenant, household member, or visitor.

43. Units will be inspected once a year. The exception to this will be as follows:

- a) if maintenance staff, during a routine repair, reports in writing a condition that affects the safety or well-being of a resident or affects building operation, a letter will be sent to that resident notifying them of the problem and giving the resident 24 hour notice of inspection.
- b) Vendor under contract reports above listed situation # 1 will be initiated.
- c) Resident reports a problem #1 will be initiated.

44. Extended absences and abandonment:

- a) NOTICE OF EXTENDED ABSENCE: a household must notify management, in writing, if all members of the household intend to be absent from the site for more than 30 consecutive days. Due to morning check in system we ask that you check out in the "Away" book.
- b) LIMITS ON EXTENDED ABSENCE: a household may not be absent from the site for longer than 60 consecutive days, or 180 days if the absence is due to medical reasons, without losing its right to tenancy in the unit. If households exceed the limit for absences management will take appropriate legal action, including termination of assistance and eviction. A household may request, in writing, to have a longer absence approved, but only if there are extenuating circumstances.
- c) ABANDONMENT: if management does not receive notice from a household of an extended absence, management shall consider the household to have abandoned its unit if:
 - 1) Management believes the unit has been unoccupied for more than 30 days.
 - 2) The household's rent is past due and the household has not acknowledged or responded to demands for payment
- d) INSPECTION AND NOTICE: If management considers a unit to be abandoned, management will:
 - 1) Enter the unit with a police officer to conduct an emergency inspection.
 - 2) Attempt to notify household members that management considers the unit abandoned by sending notice to household's address at the site and the addresses if any emergency contacts the household gave to management.

- e) LEGAL ACTION: if household members do not respond to management's notice within 15 days of the notice, management will take appropriate action, including termination of assistance and eviction.
- f) STORAGE AND DISPOSAL OF ABANDONED PROPERTY: Once management has gotten an eviction order, management will take written a photographic inventory of any abandoned property in the unit and store it for 30 days. If the household does not claim the property during that period, management will then give the property to a charity it designates. If the charity refuses to take the property, management will throw it out.

45. ELECTRIC MOTORIZED WHEELCHAIR POLICY: The use of Electric Motorized Devices ("EMDs") which include electric wheelchairs, electric scooters and electric carts, has increased dramatically over the past few years. While the use of EMDs is necessary and reasonable for many mobility impaired individuals, EMDs present unique and novel safety issues. Because of these issues, many of which have been evident at Mt. Carmel Gardens, Inc., to help ensure the safety of all residents and guests, and to avoid unnecessary damage to our property, the following are rules regarding the uses of EMDs:

- a) To help ensure the safe operation of EMDs, EMDs must be operated on "low Speed" at all times.
- b) The only person authorizes to operate and EMD on the premises is the owner/operator who, if requested, must provide a physicians' verification of his/her need for the EMD: no one else is authorized to operate and EMD on the premises.
- c) EMDs must be parked inside the owner/operator's unit or the unit of the resident he/she is visiting. EMDs must not be left unattended in the hallways, stairways, or other common areas.
- d) EMDs must be recharged only within the owner/operator's unit.
- e) Pedestrians must be given the right of way at all times. Ample notice must be provided before passing pedestrians in the hallways or common areas.
- f) Extreme care must be taken while entering and exiting the elevators with and EMD. Owner/operators must back into all elevators. Before entering or exiting and elevator, owner/operators must be able to visually inspect the area ahead and behind them to make certain that it is clear of all pedestrians and obstructions. Owner/operators, would are unable to do this, must outfit their EMD with mirrors.
- g) Owner/operators are solely responsible to all upkeep and repairs on their EMDs.

- h) Owner/operators are responsible for any damage caused by their EMS in excess of normal wear and tear.
- i) Management is not responsible for any damage to EMDs caused by other owners, residents or guest.
- j) Use of EMDs in certain areas of the building and at certain times of the day may be restricted because of congestion in the hallways and common areas. Such restrictions will be posted separately on the bulletin board at least 24 hours beforehand.
- k) If an owner/operator drives an EMD in an unsafe manner, causes injury to other residents or creates excessive damage to the property, the owner/operator may be required to provide third party verification of his/her ability to operate the EMD in a safe manner. Continues violation of this rule may result in loss of EMD privileges.
- l) Under certain circumstances these rules may be further modified to reasonably accommodate the needs of individual owners.

46. TENANT SELECTION PLAN: changes/updates of the Tenant Selection Plan will be available in the office during normal working hours. New residents will be given the changes upon request as well as anyone on the waiting list.

Mt. Carmel Gardens, Inc., Landlord

BY: _____
Representative, Mt. Carmel Gardens, Inc.
Date: _____

I acknowledge receipt of the Mt. Carmel Gardens, Inc. House Rules

BY: _____
Tenant

Date: _____

ADDENDUMS TO TENANT SELECTION PLAN

DATE EFFECTIVE: NOVEMBER 7, 2008

TITLE: VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT
REAUTHORIZATION ACT OF 2005

VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT
REAUTHORIZATION OF ACT OF 2005 NOTICE: H 08-07

IT IS THE POLICY OF MT. CARMEL GARDENS IN ACCORDANCE WITH
NOTICE 08-07 TO NOT EVICT OR TERMINATE ASSISTANCE TO INDIVIDUALS
BEING ASSISTED UNDER A PROJECT BASED SECTION 8 PROGRAM IF THE
ASSERTED GROUNDS FOR SUCH ACTION IS AN INSTANCE OF DOMESTIC
VIOLENCE, DATING VIOLENCE OR STALKING.

AN ADDENDUM IN ACCORDANCE WITH THIS NOTICE WILL BE INITIATED
AND USED TO REFLECT THE STATUTORY REQUIREMENTS THAT ARE
RELATED TO THE PROJECT BASED SECTION 8 ASSISTANCE PROGRAMS.

INFORMATION IN MORE DETAIL ON BACKGROUND, DEFINITIONS,
PROTECTIONS, RIGHTS AND RESPONSIBILITIES OF
OWNER/AGENTS/TENANTS MAY BE OBTAINED IN BUSINESS OFFICE
DURING NORMAL BUSINESS HOURS.

