

CCHA A & B Properties

Occupancy Rules and Regulations

Resident *Occupancy Rules and Regulations* were adopted by (CCHA) and are for the benefit, safety, welfare and health of all Residents and their families. These *Occupancy Rules & Regulations* are a part of your Lease and must be observed by all Residents, their families and guests for continued occupancy.

_____ **1. OFFICE HOURS**

Main office is located at 1800 Farm Worker Way, Immokalee, Florida. Business hours are Monday to Friday from 8:00am to 5:00 pm. Office phone number is (239) 657-3649.

_____ **2. RENT PAYMENT**

Timely payment of rent is an integral part of your residency; all rental payments are due in advance. Rents are due and payable on the 1st day of each month and will be deemed past due and delinquent if not received on said date. If rent on unit remains unpaid 5 days or more from rent due date a charge of not more than twenty five dollars (\$25.00) may be assessed to cover additional cost of collection. Said charge to cover additional costs of collection is due and payable with rents within 5 days from date of service. Landlord may elect earlier to terminate the Lease for non-payment in accordance with notice provisions contained in Florida Statutes Chapter 83, and Federal Law.

_____ **3. UTILITIES**

Residents are responsible to contract for utilities. Electric and water services must be connected by respective utility companies prior to occupancy of unit. Non-payment by Residents that result in cut-off of services, which pose unhealthy and unsanitary conditions in or about the premises, is good cause for cancellation of your Lease.

_____ **4. GARBAGE COLLECTION**

Household garbage collection service and trash pick-up is furnished by CCHA.

- a. Residents are required to place garbage in CCHA provided trash carts **ONLY**. Residents receive one trash cart at time of move-in; replacements may be purchased for a fee. Trash carts have a secured lid attached and should be kept closed at all times. (This will prevent trash from flying all over the premises and keep stray animals away). Residents will be charged a fine if maintenance personnel have to pick up trash for, Resident's failure to keep all trash bagged and in the closed trash container.
- b. Garbage pick-up days are Mondays, and Fridays between 8 a.m. and 5 p.m. Trash carts should be placed out on the curbside in the morning before 8 a.m. on pick-up days only. Trash carts should be retrieved and put away after each pick-up. Fines will be assessed for trash carts left on the curbside after trash pick-up.
- c. CCHA maintenance personnel will pick up bulk trash and yard waste on Wednesdays only. Items to be picked up should be placed on the curbside either Tuesday evening after 6 p.m. or Wednesday morning before 8 a.m. Special pick-up on any other day can be arranged by calling the Office. Yard waste should be secured and placed in

bundles. If regular collection falls on a holiday, pick-up will be the following scheduled pick-up day.

5. VISITORS

All overnight guests must be reported to CCHA. While overnight guests are permitted with prior written permission by Management, a visitor who makes recurring or one continuous visit of 14 days in a 45-day period is no longer considered a guest, but an additional unauthorized resident and as such may constitute a violation of your Lease.

6. ALTERATIONS OF UNIT OR PREMISES

Residents shall make no alterations or changes to the structure or appearance of premises without prior written permission of Landlord. This includes, but is not limited to installation of T.V. or radio antennas, air conditioners, painting of walls or cabinets or wall papering of same or that of kitchen appliances. The installation of pictures or wall hangings is permissible with conventional hanging hooks and nails. Prohibited are ceiling fans or window air conditioners of more than 110 volts, therefore it is recommended that you seek assistance from Management before you look to install any of these items. No resident shall alter any lock or install a new lock on any doors of the unit. No signs, advertisements, notice or any other lettering shall be exhibited, inscribed, painted, affixed or exposed on or at any part of in or outside units.

Replacement fee for door locks, mail box keys, will be actual cost of keys and is due at time of request.

Lock outs occurring after normal business hours will be charged a fee of \$15.00 as additional rent up to the reasonable hour of 9:00 p.m.

7. UNIT INSPECTION

Management shall have the right to enter unit at least twice annually with reasonable advance notification to the Resident, for the purpose of performing routine inspections and maintenance for making improvements, repairs or for pest control during reasonable times (office hours). A written statement specifying the purpose of the Landlord entry delivered to the premises at least twenty-four (24) hours before such entry shall be considered reasonable advance notification. Under no circumstances other than fire, emergency or upon unit being abandoned, will the Landlord or its agencies enter the premises without prior permission of the Resident(s). In the event of any emergency, if Resident and all adult members of the household are absent from the premises at the time of entry, Landlord shall leave a written statement specifying the date, time and purposes of entry prior to leaving the premises.

No written notice will be required for entry for maintenance requested by Resident, however, maintenance personnel may not enter unit without a work-order.

8. Lawn Maintenance

CCHA provides regular mowing of yards at no additional charge to Residents. The mowing is on a rotating schedule by Sections.

- a. There are to be no temporary shelters, outside storage of furniture, boxes, crates, picnic tables, swing sets, swimming pools, auto parts, pick-up truck body cabs, tires or other material are permitted on the premises. This includes no furniture such as

sofas, recliners or truck pick-up seats in front of units used as lawn chairs. Regular lawn chairs are permissible.

- b. No large items may be stored in front of the unit, porch areas or walkways. If stored in back, they must not obstruct windows or doors, or in any way impede the ingress or egress into the unit.
- c. Residents are responsible for picking up all paper, clutter, bottles or broken glass and other litter, which falls in their yard and hinders Management's Lawn Contractor from cutting grass.
- d. Plants and flowers of the appropriate size are permissible in designated areas only and Resident is responsible for regular maintenance. Any plant or shrubbery that is planted that obstructs the front of the unit or any window that poses a safety issue or hinders performance of lawn service will have to be removed immediately upon notification from Management.
- e. Resident may be charged a fine if Management is forced to remove any item that is not permissible or Managements personnel has to pick up any litter in and around their dwelling.

9. PETS

No animals, fowl or pets, domestic or otherwise, are permitted at or on the premises except in those instances where the Resident or household is handicapped or disabled and requires a seeing eye or hearing ear dog. In such instances, pets must be neutered or spayed and registered with the Management.

10. RENTERS INSURANCE

All personal property placed in or about the leased premises shall be at the risk of the resident. CCHA shall not be responsible for any loss or damage to such property nor shall they be liable for bodily injury to residents or their guests. CCHA recommends that the Resident obtain renter's insurance to protect the contents of their personal property.

11. LAUNDRY

There is a coin operated laundry facility next to the Village Convenience Store provided by an outside vendor.

- a. There is to be no storage or use of washing machines on the outside of the premises, nor is the dumping of wash-water in the yard permitted. This creates an unsanitary condition, attracts and breeds flies and is a violation of State Health Regulations. The only exception to this rule is in A Section, where the construction of the buildings mandated the washer machines be on the outside.

12. COMMUNITY FACILITY

All residents and their guests and families using the recreational facilities do so at their own risk and sole responsibility. The Landlord does not assume responsibility for any accident or injury in connection with such use. The Landlord shall not be liable for failure to operate recreational facilities provided and reserves the right to close these facilities at any time at the sole discretion of Landlord.

13. **PARKING**

Vehicle parking, use of parking spaces and traffic is regulated by CCHA for the safety, benefit and convenience of all Residents and their families.

- a. The speed limit on CCHA properties is 20 miles per hour. Reckless operation of vehicles and exceeding the speed limit is not permitted.
- b. No parking is allowed on the grass, road right-of-way or anywhere other than on paved parking spaces.
- c. Each Resident is assigned a permanent parking space. Remaining spaces are available for guests or second cars. Parking spaces are limited to passenger vehicles (including pick-up trucks and vans) of widths no greater than 6 feet 6 inches or lengths of 17 feet 6 inches.
- d. Residents must register each vehicle. Vehicles will be assigned an official numbered permit, which is attached to the windshield and rear bumper of the vehicle. Non-registered vehicles are subject to towing at the owner's expense.
- e. Parking of trucks, buses and trailers are allowed in designated areas only for a monthly fee. These parking spaces are located in designated areas within the Community only and use is limited to the parking of vehicles of widths no greater than 7 feet or lengths of 35 feet. A fenced in parking lot is available for extra vehicles, boats or campers for a monthly fee.

Use of all parking spaces is limited to CCHA (authorized sticker) vehicles of Residents and their registered household members. (Exception only during daylight and early evening hours in residential unit parking spaces only, to invited guests of Resident and only in spaces reserved for that Resident).

- g. No person shall operate a motor vehicle in the community who does not have a valid driver's license.
- h. No vehicle may be disassembled, nor repairs or lubricating of vehicles are permitted on paved parking spaces anywhere on the premises. Any disposal of oil and other auto wastes into the garbage will be a violation of this rule and you will be charged a fine.
- i. Illegally parked, non-permitted, wrecked or abandoned vehicles found within the Community will be removed at the owner's expense.

14. **WEAPONS**

No handguns, shotguns, rifles, knives, BB-guns, air powered guns, fireworks or weapons of any kind may be carried, brandished, fired or displayed on the premises. Licensed weapons shall be carried unloaded while on the premises in a case intended for such transport. Licensed weapons shall be adequately locked and stored in such a way as to prevent access to a minor. Residents possessing a licensed or unlicensed weapon must inform Management prior to bringing the weapon onto the premises. Residents must also report the loss or theft of any such weapon to Management within 72 hours.

15. BUSINESS

Unit is strictly for residential use. It is against the law and a violation of your Lease to operate any business from your home. No business signs, business telephones or inventory storage is allowed.

- a. This rule includes packing, repacking, packaging, grading or processing of any kind of farm produce on CCHA property. No storing on premises of crates, containers or any type of packaging material, packing or farming equipment as a result of your farm labor employment. Such items must remain in your vehicle and not stored around the premises.

16. ABANDONED PROPERTY

Personal property considered abandoned, including automobiles, will be removed by Management and disposed of.

17. CONDUCT

Residents, household members and their guests must conduct themselves in a manner that does not cause or can be construed to cause problems or breach the peace of their neighbors or violate the criminal statutes of Collier County, State of Florida or the United States of America.

- a. Noise and disturbances are not permitted; this includes music, TV, arguments, etc.
- b. No parties are permitted in the streets, parking areas, or in front of units.
- c. Residents and their guests are not permitted to loiter on sidewalks or street corners within the premises.
- d. The Resident is ultimately the one responsible for conduct of any family member and/or guests in their unit or anywhere on CCHA's premises. Failure to control children and/or guests is grounds for eviction.
- e. Unlighted, recreational and common spaces are closed at 9:00 PM. Lighted sports areas are considered closed immediately after timed lighting is turned off. No children are permitted out unattended after 10:00 PM (playing, riding bicycles, skating or hanging out in the streets unless accompanied by a parent or legal guardian.).
- f. School age children must attend school as required by State Law. If your child is not attending school with your permission or out of school for other reasons they must not be permitted to wander around the property without an adult family member present. Otherwise, they will be stopped and turned over to the appropriate school authority or law enforcement. Violation of this or any Local, State or Federal Law is grounds for termination of your Lease.

18. RECREATIONAL EQUIPMENT

4-wheelers are not permitted on CCHA's property. No bicycles, roller blades, roller skates or skateboards are permitted on the common areas throughout the premises that are not designated as recreational space.

19. PLAYGROUND AREAS

The use of the playgrounds and recreational courts (basketball and volleyball) are available for all Residents during daylight and early evening hours or until timed lighting is turned off.

- a. Tot lots are for the use of children 8 years old or younger. A parent or legal guardian must accompany small children.
- b. Daycare playgrounds are strictly for the use of small children who attend the daycare during operating hours. Unauthorized use is grounds for eviction.

20. COMMON AREAS

Please help us by keeping the common areas clean of all paper, bottles or broken glass and all litter. Any littering by Residents, family members or their guests anywhere on the common areas or any place on CHA premises is considered a violation.

21. CRIME

You are responsible for protection of your property when you are away from your home. If you leave overnight or longer, arrange with a neighbor to “watch out” for your unit and let Management know if you plan to be away for a week or longer. Be sure to lock your doors, close and lock all the windows, turn off utilities and take your key.

Residents are requested to report any unauthorized persons or known illegal activity that occurs on the premises including playgrounds, and all common areas.

If any member of the household during the terms of the lease commits the crimes of sexual battery, murder, kidnapping, trafficking, any felony offense with use of a weapon, any offense under Chapter 800 F.S. including unnatural and lascivious act, exposure of sexual organs; lewd or lascivious offenses – any age conviction, or becomes registered as a sex offender under any state sex offender registration program or a sexual predator may be required to vacate the leased unit permanently, within timeframes set by the landlord, and not thereafter enter upon the landlord’s premises or the lessee unit without the landlord’s prior consent as a condition for continued occupancy by members of the tenant household.

22. MAINTENANCE

Requests for routine maintenance should be made to the office during normal office hours. Emergencies should be promptly reported to the office. Emergencies occurring after office hours should be phoned in to the emergency office number. Residents are cautioned to use discretion on reporting emergencies after hours, as Only Absolute emergencies will receive attention after normal business hours.

It is the firm policy of the Collier County Housing Authority to provide clean, decent and sanitary housing in a pleasant neighborhood atmosphere. Your continued support and cooperation in making our properties a nice place to live and raise a family is most appreciated.

All these Occupancy Rules & Regulation are a part of your Lease. Serious and repeated Lease Violations will be grounds for eviction and termination of your Lease.

Residents hereby acknowledge receipt of a copy of the Occupancy Rules & Regulations in:

Spanish _____

Creole _____

Other _____

but recognize that the original duly executed by the parties (in English) is the original Occupancy Rules & Regulations agreement and shall control all relationships between the parties.

By signing this Occupancy Rules & Regulations agreement Resident agrees that Management has explained and that Resident has an understanding of the responsibilities of tenancy.

Executed this _____ day of _____, 20____.

CCHA REPRESENTATIVE

By: _____

RESIDENT

By: _____

By: _____