

COLLIER COUNTY HOUSING AUTHORITY
Occupancy Rules and Regulations
For Farm Worker and Collier Village

Resident *Occupancy Rules and Regulations* were adopted by the Commissioners of the Collier County Housing Authority (CCHA) and are for the benefit, safety, welfare and health of all Residents and their families. These *Occupancy Rules & Regulations* are approved by United States Department of Agriculture (USDA) and cannot be changed, amended or added to without notice to Residents and under provisions of USDA and by reference, 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 10 days or more from rent due date a charge of not more than ten dollars (\$10.00) may be assessed to cover additional cost of collection. Said charge to cover additional costs of collection is due and payable with rents within 10 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. RESIDENT RESPONSIBILITY

As a condition of occupancy, Residents agree to:

1. Comply with all relevant terms of this Lease and Occupancy Rules & Regulations, which are a part of this Lease. Said regulations will be posted conspicuously in the Office and violation thereof shall constitute a material violation of this Lease. A copy of the rules in effect at time of signing of this Lease is attached.
2. Not to use or permit the use of the dwelling unit for any other purpose than as a private dwelling unit solely for those listed on the Tenant Certification.
3. To comply with all obligations imposed upon Resident by applicable provisions of state and local building and housing codes.
4. To abide by such occupancy rules and regulations as may be promulgated by Landlord. Such rules may be amended in the future with USDA approval. Any amendments shall likewise amend this Lease. In event of a conflict between the Rules and this Lease, the latter shall prevail.
5. Keep premises, appliances and yard areas clean and orderly.
6. To dispose of all garbage, rubbish and other waste from the premises in a sanitary and safe manner and only in containers provided by Landlord.

7. Use and operate in a safe and reasonable manner, all electrical, plumbing, sanitary and heating facilities.
8. To promptly notify Landlord of known need for repairs to dwelling unit, and of known unsafe conditions in the common areas and grounds of the residential community, which may lead to damage or injury.
9. To give the Landlord the names and addresses of any persons causing or witnessing any damage to the unit, common areas, facilities or property throughout the residential community.
10. Not destroy, deface, damage, impair, remove or add to any part of premises or allow his/her household, guests and visitors to do so. This includes installation of any type ceiling fan, air conditioner, dryers, television satellites or burglar alarm systems without prior written approval of Landlord.
11. Conduct themselves and require other household members, guests or visitors to conduct themselves in a manner, that does not unreasonably disturb his neighbors, breach the peace, or violate the criminal statutes of the State of Florida or the United States of America.
12. To exercise supervision and control over their children and other dependents ensuring conduct that complies with local laws and ordinances, regular school attendance, and behavior which will not cause serious or repeated interference with other's peaceful enjoyment of their accommodations.
13. To refrain from illegal and other activity, which impairs the physical or social environment of the rental community.
14. Not to allow wrecked, junked, inoperative or partially dismantled motor vehicles, trailers, boats, toppers, machinery, washing machines, dryers, furniture and other similar articles to be stored or kept temporarily or permanently upon the premises Leased to Resident or upon any other area. Landlord has the right to remove any such items from common areas, without notice to Resident and the same shall be considered abandoned property.
15. Not to assign, sublet or transfer possession of the unit.
16. Abide by the no pets policy as outlined in the rules, except in those instances where a service animal are necessary due to Resident or household handicap or disability.

Upon Residents paying the rent and performing all other provisions of this Lease, Occupancy Rules and Regulations, Landlord agrees that Residents shall peacefully, quietly and exclusively have, hold and enjoy the premises during the term of this Lease.

4. VISITORS

All overnight guests must be reported to Landlord. 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 pursuant to various sections of the Lease including limitation on residents, income criteria, eligibility criteria, single family or head-of-household criteria and unit size criteria. To abide by such occupancy rules and regulations as may be promulgated by Landlord, such rules may be amended in the future. Any amendments shall likewise amend the Lease. In event of a conflict between the Rules and the Lease, the latter shall prevail.

5. 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 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.

6. 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.

7. MAINTENANCE REQUEST

Resident agrees to promptly notify the Landlord of the need for any repairs to dwelling unit, fixtures or appliances or the need for interim pest control services and such notification shall be done in the form of a work order request. Landlord agrees to promptly complete work order or in a case where parts are not immediately available, to notify Residents when such repair can be completed.

For emergencies that occur after regular business hours, the Landlord has a twenty-four emergency response number to call which is (239) 842-2011 or (239) 986-0469. The Landlord requires that residents first call 911 when an immediate threat arises to life, health safety or property, or related to fire safety.

An emergency is a situation that constitutes a serious threat to the life, safety or health of residents, or a situation that will cause serious damage to the property structure If not repaired within twenty-four (24) hours.

8. RESIDENT COMPLAINTS/GRIEVANCE PROCEDURE

Resident agrees to address any and all complaints/conflicts with Landlord in writing.

The Landlord will hear and determine merit of complaint or conflict. Landlord will investigate to determine if complaint or conflict is a breach or non-compliance of the lease agreement. Landlord will then determine resolutions to the complaint or conflict. Given nature of complaint Landlord will have 5 business days to notify all parties involved in writing of the outcome of the complaint or conflict.

Residents who feel they have been unfairly treated by any action or threatened action of Landlord may request a hearing on any grievance matter.

9. 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.

10. 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.

11. 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 Thursday 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.
- d. The resident will conform to all governmental environment requirements which involve recycling material. You may contact your Landlord for further details.

12. LAUNDRY

There is a coin operated laundry facility next to the Village Convenient 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.

13. 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.

14. 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 Section "B" of Farm Worker Village 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 Permitted (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).

- f. Public parking lots are located at the CCHA Office, Village Community Center and “A”, “B” & “C” Child-Care Centers and use of parking spaces is limited to vehicles of employees or persons having business dealings with CCHA during business hours only.
- g. No resident shall operate a motor vehicle in the community who does not have a valid driver’s license or proper insurance.
- h. No vehicle may be disassembled, nor may any repairs or lubricating of vehicles are permitted on paved parking spaces anywhere on the premises. Under no circumstances may vehicles be left unattended while on jacks or blocks. 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 on CCHA property will be removed at the owner’s expense.

15. LAWN MAINTENANCE

Landlord 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 CCHA personnel 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 any CCHA provided lawn service will have to be removed immediately upon

notification from Management. Only certain trees are permissible in designated areas in the yard and must have prior written approval from the Landlord before planting.

- e. Resident may be charged a fine if Landlord is forced to remove any item that is not permissible or Landlord has to pick up any litter in and around the yard.

16. 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 CCHA premises is considered a violation.

17. 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 in “A”, “B” and “C” Section is strictly for the use of small children who attend the daycare during operating hours. Unauthorized use is grounds for eviction.

18. RECREATIONAL EQUIPMENT

4-wheelers are not permitted on CCHA 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. 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 Landlord.

20. 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.

21. REASONABLE ACCOMMODATION

Resident may request reasonable accommodations to Landlord by submitting a written request with the full description of the required accommodation. Landlord may require that the Resident provide written verification from a healthcare or mental health provider requesting that the accommodation is necessary to give the resident equal opportunity to use and enjoy the housing community.

22. ABANDONED PROPERTY

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

23. CRIME WATCH

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. You may not be absent from your unit for more than thirty (30) consecutive days unless you are a migrant farm worker and have informed Management of your intended leave for work and anticipated return.

- a. Residents are requested to report any unauthorized persons on the premises including playgrounds, laundries, etc. by telephoning Management or CCHA Courtesy Patrol. CCHA premises are restricted to Residents and restricted contractors and service personnel shall display uniforms or identification passes.
- b. The intended damage or destruction of any CCHA property, this includes but not limited to Management Office, Maintenance Shop, Maintenance Warehouse, Daycares “A”, “B” and “C”, Village Community Center, Village Convenience Store and Laundromat, Playgrounds, Parking Lots by any Resident, family members and/or guests will be grounds for eviction.
- c. A Crime Watch Program shall be used throughout the premises. Your cooperation and participation is greatly appreciated.

24. CRIME

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.

25. 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.

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_____.

COLLIER COUNTY HOUSING AUTHORITY

By: _____

RESIDENT

By: _____

By: _____