



# ARNOLD HUNT MILITARY COMMUNITY



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## Community Handbook

Welcome Home!

We are pleased that you have chosen to make Arnold Family Housing your home. As a resident, you will enjoy the responsive service, consistent two-way communication, and professional management and maintenance services offered by Arnold Family Housing Management Team.

We have prepared a Community Handbook to assist you with aspects of your residency. In the Community Handbook you will find helpful information regarding resident and maintenance services, community rules and regulations, your responsibilities in caring for your home and the responsibilities of Hunt. This guide serves as a supplement to your Lease Agreement to enhance the understanding of what is expected of you, your neighbors and Arnold Family Housing during your residency.

Our team is dedicated to providing an exceptional level of customer service for you and your family. We will be regularly requesting your feedback to ensure we are delivering the quality of service that you expect and deserve.

We appreciate the pride you will exhibit, not only in your home, as do we, but also in your neighborhood. The well-being of your family and your neighbors is a top priority for your Neighborhood Management Team. Mutual consideration for one another's neighbors will ensure comfortable living conditions for all. Thank you in advance for your cooperation in making this Community a clean, safe, and desirable place to live.

Once again, we value your residency and look forward to serving you for many years to come.

Arnold Family Housing Team

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## **IMPORTANT PHONE NUMBERS & OFFICE INFORMATION**

<b>Fire</b>	911
<b>Ambulance</b>	911
<b>Police</b>	911 <i>and/or (931) 454-5648 from housing or cell phone</i>
<b>Security Forces/Non-Emergency</b>	931-454-5662
<b>Hunt</b> Neighborhood Management and Maintenance Office 3211 Vandenberg Drive Tullahoma, TN 37388	931-650-5400
<b>Maintenance Line</b>	931-650-5400 24 hrs/7 Days a week including holidays
<b>Self Help Center</b> (located in the Neighborhood Management Office)	0800-1600 Mon-Fri
<b>Website:</b>	ArnoldFamilyHousing.com

## **GENERAL INFORMATION**

### **PRIVATIZATION**

Arnold Air Force Base is one of numerous Air Force installations to privatize its family housing communities. As such, HBC Property Management, LLC is proud to assume responsibility for the military family Residents' housing needs. HBC Property Management, LLC, as the agent for Owner, will perform the day-to-day property and maintenance management responsibilities. The Arnold Family Housing team at the Neighborhood Management Office (NMO) located at 11 Vandenberg Drive, Tullahoma, TN, 37388 stands ready to assist you in every possible way to offer superior quality housing services and make your stay a pleasant and memorable one.

### **ACRONYMS**

NMO	FCRM Neighborhood Management Office
HMO	Air Force Housing Management Office



## COMMON DEFINITIONS

<b>Owner</b>	Hunt Companies, Inc.
<b>Property Manager (PM)</b>	HBC Property Management, LLC, an affiliate of Hunt
<b>Resident</b>	Party (or parties) signing the Lease Agreement
<b>Occupant</b>	Dependents of Resident residing in the Premises
<b>Guest</b>	Guest, visitor or invitee of Resident
<b>Premises</b>	Home, garage/carport/designated parking, yard(s), storage sheds, etc.
<b>Quiet Hours</b>	2200 Hours through 0600 Hours

## NEIGHBORHOOD POLICIES

### 1. ALTERATIONS AND DECORATING

Any alterations to the Premises must be submitted to the NMO in writing. This includes interior and exterior, repainting, window air conditioning units, mechanical, electrical, plumbing, structural equipment, major appliances, configuration of the Premises, use of wallpaper or the replacement of fixtures. Approval must be granted in writing prior to starting the work or purchasing materials. The approval will specify the terms and conditions for maintenance and liability. Once approval has been granted, the Resident is responsible for the continued maintenance of the improvement. Resident shall be responsible for all costs for repair or replacement of any removals or changes.

It is understood that when the Resident vacates, walls must be restored to the original color or Resident will be charged for any additional coat(s) of paint required to return the Premises to its original condition.

Small nails may be used for the purpose of hanging pictures unless Property Manager recommends other devices. No holes, spikes or hooks shall be drilled or driven into the walls or woodwork for any purpose. Window hardware, such as curtain rods and brackets used for window covering, may only be installed by Owner.

Blinds installed by the Owner may not be removed or replaced except by Owner. Window coverings such as drapes, curtains and sheers are to be at least three inches from all registers. Windows may not be covered with aluminum foil or any other type of tinting/darkening product.

For installation of fencing by Resident, see Section 15.

If the Resident has a person in his/her family that requires special accessibility features, but resides in a unit without such features, then the Resident may submit a request in writing to the Property Manager for alteration of the unit to accommodate accessibility. The Property Manager will decide if the alteration can be made and whether the Owner or the Resident will make the alteration and at which party's expense. Approval from the Project Manager must be granted in writing prior to the start of any work or the purchasing of any materials. The Project Manager's approval will also specify who is responsible for the continued maintenance of the alteration and whether the Premises must be restored to its original condition prior to move-out.

## 2. APPLIANCES

A hot water heater and all existing kitchen appliances are provided to the Resident. Appliances owned by Resident duplicating those provided by the Owner may not be substituted and must be properly stored. Resident is not to perform any maintenance on appliances other than normal cleaning with non-abrasive kitchen cleaners. The Owner will perform regularly scheduled preventative maintenance on owner provided appliances. The Resident will be responsible for any damage caused by any attempted repairs. Please contact the NMO for assistance.

### Dishwasher

During the Move-In process the NMO will provide instructions on the operation of dishwasher and point out any special features. Following are some suggestions for safe and efficient use of the dishwasher:

- Use dishwashing detergent made only for dishwashers (Electrasol, Cascade, etc.).
- Remove excess food and debris before loading.
- Arrange dishes so water can run off.
- Remove paper labels before washing jars or cans.
- Determine if the glassware, dishes, pots and pans are dishwasher safe.
- Wash **by hand** all hand-painted china, woodenware, colored aluminum or cast iron pots and pans, and plastic or rubber dishes/utensils not specifically labeled 'dishwasher safe'.

Frequently check/clean the filter in the bottom of the dishwasher. The PM will replace filters during regularly scheduled preventive maintenance inspections. Should the Resident choose to replace it monthly, please feel free to call the Service Request Line at 855- 237-FIXX (3499) to obtain replacement filters. Filters are also available at the self help center.

### Garbage Disposal

These units are very handy but must be used with care as they are easily damaged. To properly operate the garbage disposal:

- Keep the drain stopper in when not in use.
- Remove the drain stopper, turn on the cold water, and keep it going during the entire operation to thoroughly flush ground waste into the main wastewater lines.
- Turn on the wall switch to start the disposal and feed food waste directly into the disposal.
- **Never** put your fingers or hand or any utensil into a running disposal.
- Run the disposal until food grinding can no longer be heard.
- **Do not** put grease, bones, meat gristle, corncoobs, rice, glass, foil, bottle caps, cigarettes or other very hard or fibrous foods down the garbage disposal.
- **Never** put chemical drain cleaners down the disposal, as serious corrosion and damage may result. Resident will be responsible for any damage caused by improper use.

### **Prior to calling the NMO for service do the following:**

- Determine what recently was processed by the disposal before calling. This will help them determine the problem.
- Press the reset button on the bottom of the unit and try the switch again. Refer to the appliance manual or call the NMO and ask for instructions if the reset button cannot be located.

### **Refrigerator**

Routine cleaning of the refrigerator will improve efficiency and sanitation. The exposed sides of the refrigerator should be cleaned frequently with a damp cloth and mild soap and warm water or a spray cleaner. Abrasive cleansing powders should not be used on the refrigerator. Periodic cleaning of the drip pan under the refrigerator is recommended. If the refrigerator coils are accessible without moving it, periodic vacuuming will help its efficiency.

Call the NMO if the refrigerator is not cooling or freezing properly or if any parts are broken. Please do these simple tests before calling the NMO for service:

- If the light is not on, check to see if the power cord is plugged in and check the bulb.
- If the plug is secure and the refrigerator fails to operate, plug another appliance into the same outlet to check for power.
- Check the temperature control dial; it may be turned OFF. If the refrigerator still does not operate properly, call the NMO.

Leave the refrigerator on with the temperature control at its normal position if away from the Premises for less than a month. Turn the temperature control to low during longer periods of absence. Placing an open box of baking soda or used coffee grounds in the refrigerator will help to absorb odors. Be sure to discard perishables such as meats, milk, and produce to maintain proper sanitation while away. Do not leave the refrigerator turned off or unplugged, regardless of the length of time of the absence.

### **Stoves, Ovens & Microwaves**

The proper use and care of stoves, ovens and microwaves will not only save utilities and repairs, it will give better results in cooking and baking and may prevent serious injury or fire. Routine cleaning will make preparing for the final inspection much easier. Here are a few pointers that may help:

- Wash drip pans frequently and wipe spilled food from the burners as soon as they have cooled.
- Clean under the stovetop frequently. Spilled grease and food contribute to fires.
- Non-self-cleaning oven - Remove any burned food on the bottom of the oven or on racks with a brush or by soaking in water. Commercial oven cleaners also help. Resident will be charged for any damage to the oven caused by improper cleaning or use.
- Self-cleaning or continuous-cleaning oven - Read the appliance manual for proper use. Call the NMO if the appliance manual is missing. **DO NOT** use oven cleaner or leave racks in the oven during the cleaning process. Resident will be charged for any damage caused by

improper cleaning or use. Clean the oven as needed; long-term or accumulated staining and soil is harder to remove.

- **Microwaves** – Read the appliance manual. **DO NOT** put metal objects in the microwave. Supervise use of the microwave at all times.

### Water Heaters

**Do not** attempt to adjust temperature or any type of setting or valves on the water heater. Tampering with water heater valves can be dangerous. Leaks, breaks or lack of hot water should be reported to the NMO immediately. NEVER use the space surrounding the water heater for storage; it is a serious fire hazard.

While automotive repairs are not allowed anywhere on or in the Premises or in the Neighborhood, it is vitally important that such work not take place in any area where natural gas water heaters may be located. The results could be deadly.

## 3. CABLE TELEVISION, INTERNET, SATELLITE DISH OR ANTENNA

Resident is financially responsible for all costs incurred for installation of cable TV, Internet service and/or satellite dish or antenna. Additionally, all costs for service are payable by the Resident. We strongly recommend seeking Owner approval before signing a contract.

Each Premises is equipped with at least one cable TV connection. The names of the cable companies serving the Neighborhood will be provided at move-in. Prior written approval is required for installation of additional hook-ups. Request forms are available from the NMO.

Satellite dishes (18 inches or less) are permitted with prior Owner approval and a completed Reception Device Addendum to the Lease Agreement, complete with installation plans.

- An antenna or satellite dish may receive but not transmit signals; with the exception of Internet service.
- The satellite dish must be installed by a professional installer that has workers' compensation insurance and adequate public liability insurance and in strict accordance with the plans and specifications submitted and approved by Owner. The plans must set forth the precise location of the satellite dish and all wiring, including cable raceways.
- The satellite dish must be located entirely within the Premises and shall not be installed in any common area. The satellite dish shall not be installed on outside walls, outside windowsills, roofs, or any other area determined by Owner to be a detriment to the Neighborhood. No holes may be drilled through outside walls, glass, windows, roofs, railings or anything else for installation of any components of the satellite dish. The satellite dish must not hang over any patio/balcony or extend beyond the patio/balcony railing line.
- Additionally, all installations: (1) must comply with reasonable safety standards; (2) may not interfere with Premises' cable, telephone or electrical systems or those of neighboring properties; (3) may not be connected to Premises' telecommunications systems; and (4) may not be connected to the electrical system except by plugging into a 110-volt duplex receptacle. Owner may require reasonable screening of the satellite dish or antenna by plants, etc., so long as it does not impair reception.

- The Resident will remove the satellite dish/antenna on or before the expiration or termination of the Lease Agreement and repair all damage caused by the removal and restoration of the Premises.

Please respect your neighbor's right to the quiet enjoyment of their home by controlling the volume of your televisions and stereos. Please note that citizen's band (CB) base stations or radio/television aerials and wires are not permitted on any part of the Premises.

## 4. CHANGES IN STATUS

### BAH Change

When Resident's BAH rate changes, at any time for any reason, Resident must notify Owner within fourteen (14) business days of the change and complete any necessary documentation. Resident agrees that the foregoing constitutes effective notice from the Owner of the change in the amount of the monthly Rent, which will take effect upon any increase in Resident's applicable BAH. Failure to notify the Owner of an increase in the BAH does not alleviate Resident responsibility for payment of the changed Rent, and may result in late fees being assessed.

### Change in Rank or Family Composition

In the case of an increase in military rank that allows for larger Premises, the Resident may move to larger Premises, when available, and if approved by Owner by getting on the referral list at the HMO for the larger Premises. Resident will be responsible for all costs associated with the move.

In the case of the change in family composition, the Resident may move into a larger Premises, when available, by getting on the referral list at the HMO for the larger Premises. Once a Premises becomes available, Resident will be responsible for all costs associated with the move.

Refer to the Lease Agreement for other change in status requirements.

## 5. CHILD BEHAVIOR AND CHILD CARE

Parents are responsible for the behavior, safety, proper discipline and well being of their children, regardless of age.

For safety, as well as the convenience of others, we require an adult to accompany children under the age of ten (10) in the Neighborhood or common area. Residents will be liable for any damages caused as a result of unauthorized entry in restricted housing areas.

Children less than 12 years of age will not baby-sit other children (including their siblings). All prospective babysitters between the ages of 12 and 17 are required to complete the "Babysitting" course, which will be provided by the Air Force Family Support Center.

Resident must obtain written approval from the NMO to operate a child care program in the Premises. Resident must be certified through the Air Force sponsored Family Child Care office if childcare is conducted in the Premises for more than 10 cumulative hours per week (i.e., Resident cares for three children for four hours is 12 hours of child care). Resident must also comply with all applicable state and local laws regarding childcare. Resident must have appropriate insurance

coverage. The Resident will be required to complete a Home Based Business Addendum in compliance with the Lease Agreement and Section 24 of this Community Handbook. Conducting an unauthorized childcare business shall result in an immediate cease of operations and may also result in eviction.

## 6. COMMON AREAS

All common areas, including but not limited to parking lots, stairwells, breezeways, jogging trails, laundry rooms, courtyard areas, the grounds surrounding the Premises, clubrooms, sport courts, playgrounds, creeks, lakes and pools must be kept clear at all times of trash, refuse and other obstructions. Please be aware that all items left unattended in common areas may be removed and disposed of by the NMO without notification.

Common areas are for the use and enjoyment of all Residents in the Neighborhood. Any Resident, Occupant(s) or Guest(s) behaving in an unreasonable, illegal and/or offensive manner will be required to leave the common areas and such conduct shall constitute a breach of the Lease Agreement.

## 7. COLLECTIONS

### Rent Collections:

Residents who have not paid their rent by the fifth (5th) calendar day after the due date will be assessed a fifty dollar (\$50.00) late fee. Late fees will not be assessed in those cases when the electronic transfers occur after the fifth calendar day after the date rent is due.

On the eleventh (11th) of the month, a delinquency notice will be sent to Residents in default. On the fifteenth (15th) of the month, a summons will be filed against those still in default. The NMO will initiate eviction proceedings against any Resident who has been served a summons for default and who has still not paid their rent and/or provided a notice to the HMO.

In the event that a Resident cancels their allotment for rent prior to vacating the Premises, a legal notice to pay rent or quit will be served upon the Resident and they will be required to vacate or reinstate their allotment.

### Outstanding Charges:

Residents who move-out of a Neighborhood with a balance owing will have thirty (30) days to pay all amounts owed in full. If payment or payment plan is not rendered or established within thirty (30) days of move out, the NMO will initiate collection through a collection agency.

### Returned Checks:

Checks returned due to insufficient funds will not be re-deposited. If a check is returned to the PM, the Resident will be served with a legal notice and assessed a thirty-five dollar (\$35.00) fee. If the bank returns two checks, all future rental payments must be paid by Allotment or cashier's check, certified check or money order only. If the Resident does not redeem the returned check with a money order or cashier's check by the expiration of the legal notice, the PM will initiate eviction proceedings and notify the HMO.

## 8. DEPLOYED SPOUSE PROGRAM

Families of deployed service members may visit the NMO to inquire about and enroll in the Deployed Spouse Program. This voluntary program will assist the spouses and families of those military members who have been deployed with certain tasks including, but not limited to, backyard lawn maintenance, snow removal, and toy and furniture assembly. Other services include weekly preventative home visits to determine no emergency situations have occurred, and arranging support peer groups.

## 9. DRUG FREE POLICY

Resident, Occupants and Guests will not commit any acts or use the Premises or common areas in such a way as to violate any law, ordinance, including laws prohibiting the use, possession or sale of illegal drugs. Violation of the Installation's drug policy shall result in immediate eviction.

## 10. ENERGY AND WATER CONSERVATION

The goal of energy and water conservation is two-fold; (1) to ensure the essential need of the Resident is met without wasting our natural resources and (2) to reward Residents practicing energy conservation and educate those Residents who are not yet conserving.

The Resident is responsible for practicing energy conservation and the NMO is responsible for tracking individual usage. Saving energy allows for more resources to be available for Neighborhood services and upgrades to your Premises and common areas. Please help provide improvements to your Neighborhood by saving on individual energy costs. The NMO will strictly enforce any utility usage abuse. A notice of lease violation for non-compliance will be issued to Residents with a copy to the Installation Commander or designated representative. The PM will closely monitor non-compliant Residents usage for thirty (30) consecutive days. Owner may proceed with eviction, if another occurrence of non-compliance is detected.

Please review these "Conservation Tips" that offer simple steps that lead to significant energy and water conservation. Once an individual metering of your Premises is complete you will be notified of your individual energy consumption to help you monitor your usage from month-to-month. The Resident will then be responsible for the cost of utility usage over the Resident utility allowance. The following tips are suggested to conserve and reduce energy consumption without sacrificing comfort:

### Dishwasher

- Only wash full loads and use the energy-saver setting.
- Allow dishes to air dry.
- If you wash dishes by hand, fill the sink with water instead of letting the water run, and rinse with cold water.

### Heating and Air Conditioning

- Set thermostat at a comfortable setting without fluctuation to maintain consistent climate control. Turning thermostat too high upon returning home will not heat or cool your home quickly. Resident with day-night set back thermostats should consult the instruction manual

or contact the NMO for information on how to obtain the most comfortable and efficient settings.

- **If the Premises will be vacant for an extended period of time, (weekends, holidays or vacations) during the heating season, turn thermostat back to the lowest setting, but not lower than 55 degrees to prevent water lines from freezing.**
- Keep doors and windows closed whenever air conditioning or heating is in operation.
- Use fans and open windows to create a cross draft to reduce air-conditioning use.
- Keep vents free of obstructions.
- Check HVAC air filter regularly. The PM will replace the air filter at least every quarter. Should the Resident choose to replace it monthly, please feel free to call the Service Request Line at 855- 237-FIXX (3499) to obtain replacement filter. Filters are also available at the self help center.
- Resident owned air conditioning units may only be operated from 1 June-30 Sept.

### **Laundry**

- Wash full loads and use cold water instead of hot water.
- Dry full loads and clean lint filter after each load.
- Most materials only need a 10-15 minute wash cycle to get them clean, over washing and over drying will wear out clothes faster.

### **Lights and Other Appliances**

- Replace incandescent light bulbs with compact fluorescent lights (CFLs). They use 75% less energy and last up to 10 times longer.
- Turn off lights when not needed, especially in unoccupied areas such as garages and outdoor areas.
- Turn off lights when leaving a room.
- Unplug or turn off appliances when not in use.

### **Refrigerators**

- Open refrigerator door only long enough to get desired food items.
- Organize food on the shelves for easy access.
- Allow leftovers to cool before storing in refrigerator or freezer. Be sure to follow safe food handling guidelines.
- Full refrigerators operate more efficiently.
- Overloaded refrigerators operate poorly.



### **Stove**

- Defrost foods in the microwave.
- Cover pots to shorten cooking time.
- Keep oven and range free of grease and baked-on residue.

### **Water**

- Check toilets for leaks.
- Make sure faucets are shut off properly.
- Always use flow controlling nozzle/spray head device for outdoor hoses.
- Do not remove or replace devices that have been installed to conserve water such as faucet aerator and low flow showerheads.
- Limit showering time to about five (5) minutes.

## **11. EVICTIONS**

The Owner may take certain actions in the event the Resident, Occupants, or their Guests display disruptive behavior, violate rules, are involved in misconduct in the Neighborhood, or become a nuisance (see Section 39). Eviction is for serious offenses.

Depending upon the situation, the following actions may be taken by the Owner:

- The NMO may counsel the Resident(s) and/or issue a warning letter to the Resident detailing the violations.
- The NMO may issue an "Intent to Evict Notice" to the Resident(s) with a copy to the Air Force HMO for a serious offense, frequent offenses or continuing noncompliance with the terms of the Lease Agreement, any addenda or the Community Handbook. The Intent to Evict Notice will provide details on when eviction will occur and what Resident may do to prevent eviction.

Upon any action by Owner, Resident may avail himself/herself of the Dispute Resolution procedures found in Section 9 of this Community Handbook.

## **12. FAMILY LEAVE PROGRAM**

Service personnel and their families who leave their home for up to thirty (30) days at one time may be eligible for the Family Leave Program. Residents may visit the NMO to enroll in the Family Leave Program. This program includes services such as backyard lawn maintenance, snow removal, weekly preventative home visits to determine no emergency situations have occurred, and postal forwarding.

### 13. FEES, DAMAGES & OTHER PAYMENTS

Fees associated with certain rights or services established for Resident in the Lease Agreement, any addendum, or this Community Handbook must be paid by Resident to Owner prior to the exercise of that right or service. Damages listed in the Lease Agreement, any addendum or this Community Handbook must be paid by Resident to Owner immediately upon discovery of same by Owner. Owner's acceptance of any damage amounts does not limit Owner's option to pursue any other remedies at law or in equity. Exhibit D is a detailed check list of cleaning and damages charge that are payable according to the terms of this Community Handbook.

### 14. FENCES

Backyard fencing is provided in many areas. Care and upkeep of the enclosed fenced area is the Resident's responsibility. Installation of a fence on an unfenced backyard by the Resident is considered an alteration pursuant to Section 1 of this Community Handbook.

Approval for the installation of a fence must be requested in writing. If approved, fencing must be installed by the Resident and at the Resident's expense with appropriate materials and proper installation. Specifications of the construction will also need to be approved by the NMO. Resident has the option to properly remove fence according to specifications provided by PM at time of move out or fence shall become the property of the Owner.

### 15. FIREARMS AND WEAPONS

The primary concern surrounding weapons in the Premises is the general safety of the Neighborhood. Any violation of firearm regulations will result in a formal review and is likely to result in eviction. All firearms must be registered at the NMO.

- Resident must meet the requirements of all Federal, State, DoD, Installation (if applicable), and local regulations, statutes, laws, and ordinances concerning the possession, registration, display, carrying, and use of weapons, including all firearms, knives, and other regulated devices. In cases of contradictory regulations, statutes, laws or ordinances, the most restrictive will apply.
- Concealed weapons may not be carried or discharged on the Premises or the Neighborhood.
- Military weapons may not be stored, carried, or transported onto the Premises or Neighborhood unless authorized by the DoD in the performance of military duties.
- Large caliber and automatic weapons may not be present on the Premises, unless they are part of a legitimate collection and have had the firing or activating mechanisms permanently disengaged.
- Firearms and ammunition must be stored separately from each other in locked cabinets, located out of children's access. Loaded firearms are expressly prohibited on the Premises.
- Storage of black gunpowder is limited to a maximum of 5 pounds and is to be treated as and stored as ammunition in a locked case.
- BB/pellet guns, air rifles, slingshots, arrows, and long or cross bows are considered firearms. The use of these or any other projectile-propelling device is prohibited on the Premises or in the Neighborhood.

- Knives, swords, and any other harmful devices may not be carried and must be securely mounted, or sheathed and secured.
- Weapons prohibited by Federal, State, and local laws, such as stiletto knives, blackjacks, brass knuckles, switchblades, and zip guns may not be present on or in the Premises or Neighborhood.

Violation of the provisions of this weapons policy is cause for immediate Lease Agreement termination and eviction from the Premises.

## 16. FIREWORKS / FIRE PITs

The manufacturing, sale, storage, possession, transporting and/or use of fireworks and all incendiary devices are expressly prohibited on the Premises or in the Neighborhood. Violation of the provisions of this fireworks policy is cause for immediate termination of this Lease Agreement and eviction from the Premises.

Fire Pits, chimeneas, or small decorative brick fireplaces (collectively, "Firepits") are acceptable under the following conditions:

- Firepits shall be made of non-combustible material specifically designed for this purpose (i.e.- brick, stone, metal, ceramic, etc.).
- Firepits shall only be located outdoors, at a minimum of ten (10) feet from Premise, any building structure and any combustible material.
- Firepits shall not be placed under any overhead combustible material, such as tree branches, clotheslines, electrical cables, etc.
- A fire extinguisher shall be available at all times in the immediate vicinity of any and all firepits.

## 17. FLAGS

Each housing unit is permitted to fly a United States flag. It is not mandatory that you fly the flag; however, if you do, you must make sure it is displayed with dignity and honor. Title 36, U.S.C., Section 174a permits the display of the flag for 24 hours a day if the flag is properly illuminated during the hours of darkness. Your porch light is not proper illumination. Do not permit the flag to touch anything beneath it, and do not fly a flag that has been torn, soiled, or damaged in any way.

When flying a flag of another nation, you must ensure the US flag is flown with the proper precedence. In other words, both flags have to be flown at the same time if a housing resident chooses to do so. Remember, the U.S. flag is flown above any other flag. A separate flagstaff is required to fly another flag. The PM will require Residents to sign a separate "Proper Etiquette and Guidelines for Flying the U.S. Flag" policy and procedure addendum. The addendum will include instructions on the appropriate apparatus, spot lighting and provision and replacement of flags.

## 18. FOSTER CARE

Resident must submit a request for approval to the NMO and receive a written approval increasing the number of Occupants in the Premises prior to becoming a foster parent. All applicable State and Federal rules and regulations regarding foster care will apply.

## 19. GARAGES AND CARPORTS

See Section 41 PARKING REGULATIONS and Section 58 VEHICLES.

## 20. GROUNDS MAINTENANCE

### **Owner Responsibilities:**

The NMO will regularly mow and maintain all unfenced grounds around the Premises including common areas, community centers and playgrounds. Yards and greenways, etc., that are not kept free of toys, trash, abandoned items or debris will not be mowed, trimmed or edged.

Fertilizing and use of herbicides will be done on a periodic basis, including inside fenced yards. Resident will be given notice of any upcoming fertilization/herbicide treatment, and must remove pets, children and lawn furniture so the yard can be treated. Failure to comply may result in a charge for a re-visit.

### **Resident Responsibilities:**

Mowing, raking, and trimming of shrubs and other routine maintenance in fenced backyards are the Resident's responsibility. Grass should be maintained at a height of two inches, not to exceed five inches. Raking of grass and leaves is to be done as necessary to maintain a healthy and attractive lawn. Shrubs are to be trimmed to maintain their shape and not block windows, doors, sidewalks or parking areas.

Do not use or store fertilizers or herbicides in or on the Premises. Plant food for the indoor plants and seasonal fertilizer for annuals, perennials and fenced backyard areas is an exception to this rule.

Residents must maintain any flowerbeds in the front and/or backyard. Do not create new planting beds on the Premises without written approval. Annuals may be planted in existing beds. Introduction of perennials or other permanent landscaping requires written approval from the NMO.

Residents are responsible for the watering of their lawns and planter bed areas. Watering should only be done in the evening, night and morning between 1700 hours and 0900 hours. If your home has an automated irrigation system, the lawn and planter bed areas will be automatically watered based on a set schedule. If an irrigation head or other components malfunction or if there is excessive runoff, please contact the NMO. Residents that violate the Community Handbook watering guidelines will receive a warning notice for non-compliance for the first offense. A written letter requesting a meeting to evaluate and facilitate Resident compliance will be sent to Resident and the Installation

Commander or designated representative for second offense. All warning notices and/or written letters will be placed in Resident's permanent file, with a copy to the Resident.

## 21. GUESTS

Guests of Resident are welcome in the Neighborhood. A Guest is defined as a non- Occupant, non-relative or friend who is visiting a Resident's home for a few hours up to thirty (30) days. Guests must comply with all rules and regulations contained in the Lease Agreement, Addenda and Community Handbook. The Resident will be responsible and accountable for the actions and behavior of their Guests. Resident is prohibited from accepting rent in the form of cash or in-kind goods or services from their Guests. All visitors, guests, relatives and/or live-in care providers must be able to meet the Installation access requirements. Live-in providers must adhere to guidelines in Section 29 of this Community Handbook.

Residents must notify NMO, in writing, within 72 hours of a Guest's arrival if the Guest will be staying more than thirty (30) consecutive days. Normally Guests may not remain for more than thirty (30) days; however exceptions for relatives or friends visiting for extended periods for the purpose of assisting the Resident (i.e., newborn, illness, etc.) may be granted by the NMO on a case-by-case basis, and must be submitted in advance and in writing. It is the responsibility of the Resident to determine if any additional approvals are required, such as visitor passes. Approval by the NMO does not constitute approval by or for other authorities. The Owner reserves the right to control the entry into the Neighborhood by Resident's Guests, agents, licensees or invitees, furniture movers, and delivery persons, and may prohibit from the Premises or Neighborhood any Guests or invitees who, in Owner's reasonable judgment, have been disturbing the peace, disturbing other Residents or violating Neighborhood policies.

Social visits by military members assigned to the Installation are limited to two (2) days. Social visits by civilians employed at the Installation but who permanently reside outside the commuting area are limited to thirty (30) days. Resident agrees that the duration of social visits by anyone residing within twenty (20) miles or sixty (60) minutes commuting area of the Installation is limited to no more than two (2) days.

Resident is not permitted to sublet the Premises.

## 22. HOLIDAY LIGHTING AND DECORATIONS

Holiday lighting is authorized for use between the hours of 1700 hours and 2200 hours from Thanksgiving Day until the second weekend in January. Decorative lighting for other time periods may be installed/displayed one week prior to the holiday and removed no later than three (3) days after the holiday. All lighting must be removed from the Premises and stored properly. Overloading of circuits and the overuse of extension cords must be avoided. Resident accepts any and all liability for damages to Premises or injuries caused by holiday or decorative lighting and other decorations.

- Lighting may not be left on when there is no one in the Premises.
- Any lights or decorations attached to the Premises must not cause any physical damage. Gutter clips or similar clip devices are required for affixing exterior lighting; nails/screws/tacks are not permitted.
- Resident will be held financially responsible for any incidental damage to the Premises.

- Roof decorations and lighting above the first floor roofline are not permitted. Resident will be required to immediately remove such decorations when discovered.
- Canned “snow” or other similar substances must not be sprayed on windows, siding or brick facades.

## 23. HOME-BASED BUSINESSES AND COMMERCIAL ENTERPRISES

Home based businesses and other commercial enterprises may only be conducted at the Premises in accordance with the following:

- Resident must request, in writing, approval from the NMO and execute a Home Based Business Addendum to the Lease Agreement. The approval will apply to any Resident and/or adult Occupant of the Premises conducting a private business including, but not limited to, selling or attempting to sell goods and/or services, cosmetics, household products, cleaning products, tailoring, tax preparations, and other computer based businesses, dressmaking, etc. No businesses considered as competition for AAFES are permitted. See the NMO for the Addendum.
- Home-based businesses must be appropriate to and contribute to the family environment of the Neighborhood.
- Signage of any kind is explicitly prohibited.
- Any business that uses or produces hazardous materials is not permitted. Violation of this term is cause for immediate eviction and recovery of damages by the Owner.
- The breeding and/or raising of animals, birds, fish, etc., shall not be permitted.
- Pyramid sales are prohibited.
- Child Care business - See Child Care in Section 5 of this Community Handbook.

All approved businesses must comply with Federal, State and local laws regarding licensing, registration, taxes and insurance. Once approved, the Resident will be required to bring appropriate licensing and insurance information to the NMO prior to operating the business from their Premises. The business must operate within the guidelines of the Neighborhood rules and regulations. Resident is responsible for any damages to the Premises or from third parties arising from the conduct of the home based business.

## 24. HOUSEKEEPING

Proper upkeep of the Premises from the time of move-in will help insure that the move- out process will go smoothly and that charges for misuse will be kept to a minimum. The following housekeeping suggestions are provided to assist the Resident:

### **Carpeted Floor Areas**

The following suggestions are offered for maintenance and protection of carpeted areas:

- Do not use cleaning agents that contain bleach or bleaching agents for food or liquids spilled on carpets. They often cause as much or more damage than the original spill.
- Vacuum regularly to keep the carpet in good condition and to discourage dirt build up.

- Resident is advised to encourage young children to eat and drink in non- carpeted areas and over a table to avoid permanent stains caused by Kool- Aid®, and soft drinks. Wine, coffee and tea also contain agents that can permanently stain the carpet.
- Use throw rugs, safely secured; on high traffic areas to prevent heavy soil build -up.
- Use carpet/ floor protectors under chair legs, tables, sofas or any furniture item that may scratch the floor or leave a permanent indentation.
- Resident is encouraged to remove shoes upon entering the Premises to prevent high traffic areas from becoming overly soiled.

### **Tile, Hardwood, and Vinyl Floors**

The following suggestions are offered to help protect tile, hardwood and vinyl floors:

- Lift heavy furniture rather than dragging across the floors to avoid marring.
- Never flood the floor with water or let water stand on the surface.

**Do not** apply wax to no-wax floors. The NMO will point out the no-wax floors during move- in. There are certain products on the market claiming to be shining agents for no-wax floors. Do not use these products, even if specifically made for no wax floors, as they are difficult to remove and sometimes cause damage to the surface during the removal process. Resident may be charged for damages to the floor caused by wax, shining agents, or wax removers.

### **Walls and Woodwork**

The following suggestions will help protect walls and woodwork:

- Beds, tables, and chairs should not touch the walls.
- Bicycles, large toys, strollers, and such items should be moved through doorways with care.
- Provide children with blackboards or drawing pads to discourage writing on the walls. Resident will be responsible for cleaning all marks from the walls prior to move-out.

### **Countertops**

The following suggestions will help protect the countertops:

- Place a cutting board on the surface before chopping or cutting.
- Do not use an abrasive cleaner. Countertop cleaners are readily available and remove most spills, stains, etc.

### **Storage Areas**

Proper storage of household goods and chemical will help prevent unforeseen environmental hazards and help ensure a clutter free home. The following living space and common areas should not be used as storage:

- Unfinished basements should not be used for living space and shall not be altered or modified for such use.

- Common areas and living space to include bedrooms, dining room, bathrooms, kitchen, porch, patio and basement should not be used as storage space when items impede, block or barricade these areas in the home.
- Storage of flammable liquid should not be stored in unit living space or unfinished basements
- Doors should not be blocked or barricaded.
- Pets shall not be confined in basements for unreasonable amount of days.
- No items shall be stored near or block water heaters, furnace, etc.

## **25. KEYS, GARAGE DOOR OPENERS AND MAILBOX KEYS**

Resident is provided at least two keys to the Premises during the move-in. The NMO will also provide the Resident with mailbox keys or instructions on where to pick-up the mailbox keys during move-in. Additionally, garage door openers, as applicable, will be issued at that time.

All Premises keys, mailbox keys and garage door openers are to be returned during the Move-Out Inspection Assessment. There is a charge for lost keys, mailbox keys and garage door openers. If a key is lost, and a change of locks is necessary, Resident will be responsible for the charge.

When Owner authorization is given for an additional lock or a change of lock, the Resident agrees to provide the NMO with a copy of the new key(s). No locks may be installed without prior written approval from the NMO. Any locks permitted to be installed shall become the property of the Owner.

## **26. LAW ENFORCEMENT**

Fire and Police Services will be provided by the Installation Fire Department and Security Forces. Place the phone numbers for the fire department and law enforcement in a handy location that is easily accessible.

All life-threatening emergencies such as fire or break-ins should be reported by calling 911 and/or (931) 454-3117 from base housing or cell phone. Non-life threatening security concerns can be reported 24 hours a day by calling Security Forces at (931) 454-3117 or 855- 237-FIXX (3499).

Please report immediately to Crime Stop at (931) 454-5662 and then to the NMO or 24- hour Call Center any suspicious persons and any strange or unusual vehicles.

## **27. LEASE VIOLATION NOTICES**

The NMO may issue a Lease Agreement Violation Notice to Residents for excessive noise, littered yards, illegal parking, carport or breezeway clutter or other similar violations of the Lease Agreement, Community Handbook and any addenda. Additionally, unauthorized pets, unauthorized repair of vehicles, failure to observe posted speed limits or failure to obey stop signs will also result in Lease Agreement violations.

Resident, Occupants and Guests will not commit any acts or use the home or common areas in such a way as to:



- Violate any law or ordinance, including laws prohibiting the use, possession or sale of illegal drugs; or
- Commit property damage; or
- Create a nuisance by annoying, disturbing, inconveniencing or interfering with the quiet enjoyment, business, or peace and quiet of any other Resident, NMO staff, contractors, or other persons engaged in lawful activity in the area.

Resident will receive a Lease Agreement Violation Notice for non-compliance including details of offense. A written letter requesting a meeting to evaluate and facilitate Resident compliance will be sent to Resident and the Installation Commander or designated representative for second offense. Immediate action and or eviction proceedings will be enforced for more severe offenses. All warning notices and or written letters will be placed in resident's permanent file.

## **28. LIVE-IN CARE PROVIDERS**

Permission for live-in care providers or nannies staying for longer than twenty-one (21) days must be requested in writing to the NMO. Requests will be evaluated on a case-by-case basis and should be submitted with documentation for the need for live-in assistance. Approval of a live-in care provider is predicated on specific child-care or health-care issues shown to require full-time, live-in assistance.

The NMO will assist in obtaining a larger Premises, if necessary and when available, to accommodate the live-in care provider. The live-in care provider may reside in current Premises until such time as a larger Premises is available. All costs relative to the move are the responsibility of the Resident.

Residents are responsible to make sure the live-in care provider and/or nanny comply with all rules and regulations of the Lease Agreement, Community Handbook and any addenda.

## **29. LOCKED OUT OF RESIDENCE**

Resident who is locked out may contact the Service Request Line at 855- 237-FIXX (3499) twenty-four (24) hours per day.

Resident will be required to provide proper identification to receive access to the Premises. Resident who calls for lock out assistance more than twice in a calendar year will be assessed a \$25.00 charge per lock out. Residents should not take any steps to forcibly open the door.

The NMO will also charge a fee for replacement locks, additional keys and/or damages to the door.

## **30. MAINTENANCE**

The Owner's maintenance team is responsible for the upkeep of the interior and the exterior of the Premises. The team will be in uniform, have identification badges and drive easily identifiable vehicles. Maintenance personnel will be available to provide answers to maintenance questions.

A Service Request, (including receipt time and classification) may be obtained by contacting the Service Request Line at 855- 237-FIXX (3499). Resident will be given a Service Request number for reference. Service request dispatchers will receive and respond to calls from 0700 hours – 1800

hours Monday-Friday. A centralized call center operator will receive service calls and dispatch an on-call service technician after hours, weekends, and holidays to provide 24 hour, 7 days a week coverage. Owner Initiated Work Orders

There are certain repairs, replacements, inspections, and maintenance that the NMO is required to perform for the Owner. The NMO will contact the Resident, explain the work to be done, and establish a time for the work to be accomplished. Examples of work orders initiated by the NMO are as follows:

- Pest control services
- Scheduled replacement of carpets or appliances
- Interior decorating (i.e., painting, installation of blinds or curtain rods)

Whenever possible, work will be scheduled to cause the least amount of inconvenience to Resident. However, Resident may not refuse entrance into the Premises by Owner, the NMO or its contractors when notified at least five (5) days in advance, and the requested time is during reasonable working hours. Owner, NMO or its maintenance contractors may enter Premises when Resident is absent to perform such work.

Preventative maintenance inspections and services will be scheduled at least five (5) days in advance with Resident unless a situation is deemed an emergency.

Service calls will be given a classification of Emergency, Urgent or Routine, depending on the nature of the request and the danger to the safety of the Resident and the Premises.

- **Emergency Calls:** Service calls will be classified as an emergency when the work consists of correcting failures that constitute an immediate danger to Residents, or threaten to damage property (i.e. overflowing drains, roof leaks, broken water pipes, power outages, electrical defects which may cause fire or shock, gas leaks, loss of heat or air conditioning). PM and/or its authorized contractor, shall respond immediately and must be at the residence within sixty (60) minutes after receiving an emergency service call. PM and/or its authorized contractor shall work continuously without interruption, and shall rectify the emergency condition before departing the job site (i.e. shut off water, close gas valve, etc.). If further labor and materials are required to complete the repair, the call will be re-classified as urgent or routine, as appropriate, and the corresponding completion time will then apply. Such follow-up work shall be considered part of the original service call.
- **Urgent Calls:** Urgent service calls are defined as failures in services that do not immediately endanger Residents or property, but would soon inconvenience and/or affect the health or well being of Residents. Examples of urgent service requests include the failure of appliances such as stoves, refrigerators, and water heaters. PM will respond to urgent service calls within four (4) hours, twenty-four (24) hours per day, seven (7) days per week. PM will make every attempt to immediately resolve urgent service calls. In the event that an authorized contractor is required to remedy the failure in service, maintenance shall be completed within the soonest time frame possible, not exceeding twenty-four (24) hours. PM will require all of its authorized contractors to meet the designated service levels for response and completion times to ensure that urgent service calls are expedited and responded to within the prescribed two hours and completed within the prescribed twenty four (24) hours. .

- **Routine Calls:** All routine service calls will be responded to within twenty-four (24) hours of receipt. For routine service calls received on the weekend and/or on stated holidays, receipt shall be considered as of 0700 on the next business day. Every effort will be made to resolve the service request within twenty-four (24) hours after the request has been confirmed, and an appointment has been verified with the Resident. This information will be forwarded to the on-duty maintenance technician the same day, or the following business day if the call is received after hours. Completion time may vary depending on the availability of parts and/or materials, or on the requirement of services provided by an outside contractor. Service calls classified as routine include work that does not qualify as an emergency or urgent call. Examples of routine service calls include a broken floor tile, loose baseboard, and dishwashers that are not working.

## 31. MAINTENANCE SERVICE REQUESTS

### General Maintenance Information

Please report any and all needed repairs to the Service Request Line at 855- 237-FIXX (3499). For maximum efficiency, report repairs in the morning whenever possible.

In the event your service request is not completed to your satisfaction and the NHO seems unable to provide a solution, please feel free to contact the Community Manager's Office at 931-650-5400.

### EMERGENCY MAINTENANCE IS PROVIDED 24 HOURS A DAY.

Maintenance can be reached 24-hours a day at 855- 237-FIXX (3499).

### Access to Premises

Whenever NMO maintenance personnel or exterminators enter the Premises to perform work, a copy of the service request will be left detailing the work that was performed. Written permission must be supplied from Resident to NMO authorizing NMO to allow entry to the Premises during the Resident's absence for purposes including but not limited to delivery companies, moving van representatives, out-of-town Guests and relatives. Owner reserves the right to enter the Premises under reasonable circumstances. In all but emergency situations, Resident will be notified five (5) days or more (preventative maintenance) before scheduled entry. Permission to enter is not required in an emergency situation.

### Peace of Mind

Please notify the NMO of any burned out exterior or common area lights, faulty locks, lost keys, etc.

Please request credentials from all maintenance personnel before allowing entry.

## 32. GENERAL MAINTENANCE TIPS

### Smoke Detectors and Carbon Monoxide Detectors

Resident is required to test both smoke detectors and carbon monoxide detectors on a monthly basis and replace batteries. Resident is not to tamper with, adjust or disconnect any smoke detectors or carbon monoxide detectors. Violation of this is a material breach of the Lease Agreement.

Resident shall notify Owner of all repair needs promptly.

## Plumbing

The commodes and other water and sewer apparatus and fixtures shall not be used for purposes other than those for which they are designed. Occasionally there may be a problem with stopped up sewer and plumbing lines. Do not allow objects such as diapers, toys, feminine hygiene products, etc., to be flushed down the toilet. Charges may be assessed for the removal of such objects. If a toilet overflows, first turn the water off at the valve below the flush tank. Keep a plunger on hand for use on simple toilet clogs. Resident shall notify Owner of all repair needs promptly. Disconnect all hoses from outdoor faucets prior to the first frost.

Your home at Arnold AFB is equipped with a septic sewage system and it is critical that the following guidelines are followed with respect to disposal of materials:

1. Don't flush undesirable substances into the sewer. Flushing flammable and toxic products is dangerous, while other materials such as paper towels, rags, newspaper, plastics, cigarettes, coffee grounds, egg shells, sanitary napkins, condoms, large amounts of hair, and cooking grease are a maintenance nuisance, and will create a situation requiring frequent pumping of septage from the tank.
2. Don't use garbage disposal systems to dispose of non-biodegradable materials, because they increase the amount of solids entering the interceptor tank, and the frequency of required septage pumping. Scraps should be composted or disposed with trash. Do not pour grease down the drain. Collect grease in a container rather than disposing of down the drain.
3. Don't add any special additives special additives to the tank in your home. Please contact the NMO if you have any concerns regarding the performance of the system in your home.
4. Items that cause problems and failure of this system are: Some fabric softeners and whiteners; Excessive grease and oil from food processing; Hair from hair cutting; Chemical cleaners; Diapers; rags; cigarette butts; coffee grounds; plastic, and rubber products (condoms; and any non-biologically degradable substances that will cause problems in the treatment and disposal of your sewage disposal system. If you are not certain about disposal of a specific item, please contact the NMO.

## Light Bulbs

Your home is supplied with light bulbs at time of move-in. After move-in, the NMO will replace specialty bulbs (e.g., appliances). The Resident must replace all other burned out light bulbs. Please report unlit bulbs over walkways, halls, or common areas to the NMO.

## Heat

Your home may be equipped with individual central heat. If at any time you find that your thermostat is malfunctioning or for more detailed operating instructions, please call the Service Request Line at 855- 237-FIXX (3499). HVAC repairs may take longer than one day to be repaired, as specially trained technicians must be called out to perform service on the units.

## HVAC Filters

Air filter(s) will be new at move-in. Your filter is scheduled to be replaced quarterly. The filter(s) in your home should be cleaned on a regular basis to insure proper performance of heating units. If you would like your filter changed prior to the scheduled filter change, feel free to call the Service Request Line at 855- 237-FIXX (3499). Filters are also available at the self help store.

### 33. MOVE- IN PROCESS

After Resident has accepted the Premises, the NMO will assist with the completion of the Lease Agreement, any applicable addenda, and documents for payment of Rent, as applicable. The Resident will be given all necessary telephone numbers for service calls, the NMO, and the Community Manager; as well as contact information for local services, law enforcement and animal control.

The Resident and the NMO will visit the Premises and together go over the Move-In/Move-Out Inventory Report. Special features such as no-wax floors will be pointed out to the Resident at that time. Any inoperable appliances, light switches, etc., and any existing damage to the Premises will be noted on the Move-In/Move-Out Inventory Report. The Resident is to complete the Move-In/Move-Out Inventory Report and return to the NMO within five (5) days of Lease Agreement commencement or upon occupancy by Resident, whichever is later. Designated parking will be identified as will the proper storage of refuse and recycling bins.

Premises keys, mailbox keys (or instructions) and garage door openers will be issued at time of move-in pursuant to Section 26 of this Community Handbook.

### 34. MOVE-OUT PROCESS

Resident must notify the NMO of the intent to move out as soon as possible, but in no event less than thirty (30) days, unless otherwise specified in the Lease Agreement. The NMO will provide an "Intent to Vacate" form, which, when timely submitted to the NMO, fulfills the Lease Agreement requirement to notify the Owner in writing.

Property Manager will conduct this pre-move out inspection with the Resident to identify any maintenance needed. Upon termination or expiration of their Lease Agreement, the Resident is responsible for the removal of all personal possessions and to return the possession of the Premises to Property Manager in broom clean condition and good order according to the standards in Exhibit C of this Community Handbook. In the event the Resident fails to return possession of the Premises in broom clean condition and good order, the Resident will be required to pay the Property Manager to clean the Premises and complete all repairs exceeding normal wear and tear, including those identified in the pre-move inspection that have not been corrected by the Resident.

### 35. MOVE-OUT PROCESS FOR EARLY TERMINATION

Resident who is a service member shall have the right to terminate this Lease Agreement if: he/she retires, is released from active duty, is transferred (PSC) beyond a 25-mile radius of Arnold AFB, receives orders for deployment for more than ninety (90) days, or is ordered to occupy public quarters. In such cases, the Resident will furnish Owner a copy of his/her official orders not less than thirty (30) days before such termination date unless such notification cannot be made at no fault of the Resident (i.e. short notice assignment). This Lease Agreement will also terminate on the Resident's death, at the option of the surviving spouse or other immediate family member as shown below. The surviving non-military spouse residing in the Premises at the time of death of Resident shall have the right to elect to either terminate the Lease Agreement or remain in the Premises under the Lease Agreement for a maximum period of twelve (12) months from the month of Resident's death, at the same monthly Rent, to be paid directly to Owner. In addition,

a Resident that is a service member shall have the right to terminate this Lease Agreement as provided in the Servicemembers' Civil Relief Act, as shall Resident's dependents as provided in the Servicemembers' Civil Relief Act

In order to terminate the Lease Agreement for the above reasons, Resident (or, in the case of death, the surviving spouse or personal representative of the estate) shall provide Owner a written thirty (30) day notice of intent to vacate (accompanied by appropriate forms/documents evidencing the circumstances giving rise to such right). The foregoing thirty (30) day period can be reduced or waived by Owner under special circumstances. The terminating Resident(s) will not be assessed a penalty for early termination. However, Resident is still responsible to turn over the Premises in accordance with the terms of the Lease Agreement.

If two Residents are service members and only one Resident terminates the Lease Agreement as outlined above, the remaining Resident, if eligible for housing, will not be required to terminate the Lease Agreement. The remaining Resident has the option to terminate by providing Owner a written thirty (30) day notice of intent to vacate. If the senior service member is the early terminating party, then upon the senior service member's early termination date, the remaining Resident shall be considered the senior service member and will pay Rent equal to Paragraphs 4 and 5 of the Lease Agreement.

All other terms and conditions of the Lease Agreement shall remain in full force and effect. If the remaining Resident is not eligible for housing as of the date that the other Resident terminates yet wants to remain in the Premises, then the remaining Resident must request retention according to Section 34 of the Lease Agreement.

If only one Resident is a service member and if that Resident terminates the Lease Agreement for reasons outlined above, the remaining adult family member/Occupant may request retention of the Premises according to Section 34 of the Lease Agreement, but has the option to terminate by providing a written thirty (30) day notice to the Owner. Renewals or extensions of the Lease Agreement are subject to Owners approval. In the event such non-military adult family member/Occupant continues to occupy the Premises under the Lease Agreement, the monthly Rent for the remainder of the then current term shall continue to be the monthly Rent immediately prior to termination by the military Resident.

## **36. NEIGHBOR RELATIONS**

Resident is reminded that living in close proximity to other families poses certain challenges and opportunities to build lifelong relationships.

Following a few simple rules will help ensure a positive living environment for everyone.

- Keep household noise to a minimum and follow guidelines on quiet hours (quiet hours are between 2200 hours and 0600 hours). Please remember neighbors often work different shifts.
- Keep the Premises, including the yard, clean and free of any unsightly refuse.
- Know where Occupants and Guests are at all times.
- Make neighbors aware of private gatherings, BBQ's or parties that may cause parking difficulties or excessive or above normal noise.



- Difficulties with a neighbor must be settled peaceably. If all efforts meet with failure, file a complaint in writing with the NMO. A phone call will not suffice. If it is serious enough to warrant action on the part of the NMO, it is serious enough to be put in writing. The NMO will investigate and attempt to gain resolution to the problem. The complaint, investigation performed, results, and action will be made a matter of record and placed in the file of the Resident filing the complaint and the Resident named in the complaint.

## 37. NEIGHBORHOOD CENTERS AND SERVICES

Owner will offer a variety of programs to the Residents. All Neighborhoods will have use of a center for social events, classes, Neighborhood projects and other related events. These programs will be communicated through several advertising media to include but not limited to website, resident newsletter, office posting, email alerts, etc. .The following policies are to be followed by the Resident:

- Resident, Occupants and Guests will comply with and obey all safety and posted regulations in the Neighborhood Centers.
- Resident shall immediately report any malfunctioning equipment in the Neighborhood Centers.
- Resident is solely responsible for the behavior and actions of the Occupants and Guests at the Neighborhood Centers.

Please keep in mind that from time to time the Owner may provide various services, equipment and facilities for Resident's use at their own risk. Resident acknowledges that the use of the services or facilities may be canceled or modified at any time, at the sole discretion of Owner, and Resident will not be entitled to any reduction in Rent. Residents acknowledge that when attending community events and social activities, they give consent to PM to use photographs or video images of them, family members and any guest in electronic or print media.

## 38. NEIGHBORHOOD SPORTS AND RECREATIONAL AREAS

Sports and recreational facilities located within a Neighborhood Center will be available every day and hours will be posted. Residents are asked to limit their time and use of these facilities so they may be enjoyed by all. Residents may bring up to two (2) guests to accompany them while using the facilities. All persons under the age of twelve (12) in the sports and recreation areas must be accompanied and supervised by a parent, guardian, legal custodian, or suitable and responsible individual at all times. Residents may check out recreational equipment from the NMO during normal office hours with a valid driver's license or similar identification.

Use of sport and recreational areas are at the Residents', Occupants' and Guests' own risk. Owner and FCRM are to be held harmless for any and all injuries, accidents, or losses suffered while using facilities, other than those that may result from the negligence or willful misconduct of Owner or FCRM. Owner does not make any warranties concerning the equipment or facilities, and Residents agree representations have not been made regarding the safety, desirability or quality of equipment or facilities. Residents will be responsible for the cost of any repair or service on equipment or facilities due to misuse by Resident, Occupants or Guests. Resident shall notify Owner of any malfunctioning equipment or facilities.

### **39. NUISANCE (DISTURBANCES AND NOISE)**

Resident, Occupants and Guests are expected to conduct themselves and control their pets at all times in a manner that will not offend or disturb other Residents, Guests, NMO staff, or other visitors to the Neighborhood. Any activity causing extreme or excessive noise, excessive traffic, repetitive or excessive disturbance of any kind, or disturbing or threatening the rights, comfort, health, safety or convenience of others in or near the Neighborhood is a lawful cause for eviction. This includes, but is not limited to, behaving in a loud or obnoxious manner, excessive noises by pets, or destroying any part of the Premises or Neighborhood. These actions are considered a "Nuisance" and a serious violation of the Lease Agreement.

Owner has the right to exclude individuals from the Premises. Resident must inform Guests of all Lease Agreement provisions regarding use of the Premises and all rules and regulations contained in the Community Handbook. Resident's Guests that violate these provisions may be prohibited from the Premises and Neighborhood and/or arrested for criminal trespassing, after they have received an exclusion notice from the Project Manager and been placed on an exclusion list by Owner. If Resident or Occupant allows a known excluded person onto the Premises, it will be considered a material breach of the Lease Agreement and may result in immediate eviction from the Premises.

### **40. OCCUPANCY LIMITS**

Occupancy is limited to the Residents and Occupants identified on Page 1 of the Lease Agreement, except as provided for in Section 8 of the Lease Agreement and Section 22 of this Community Handbook.

### **41. PARKING REGULATIONS**

A carport/garage and/or designated parking spaces have been provided for most Premises. Residents who keep more than two (2) vehicles on the Premises may be required to remove the excess vehicles if conditions become too crowded and/or complaints are received.

Undesignated parking spaces may be utilized on a "first come - first serve" basis; however, cars must be moved on a regular basis and not parked in the same undesignated spaces habitually. Common courtesy to neighbors takes precedence. Owner reserves the right to issue parking stickers if necessary.

Resident is responsible for keeping assigned parking area/carport or garage clean of oil and debris. Oil drippings shall be removed using absorbent materials (kitty litter or oil absorbents) and not washed into the drainage system, with or without detergent. Because vehicle fluid loss can be hazardous and damaging to the parking lot surface, vehicles experiencing fluid loss must be repaired or removed from the Premises as soon as detected. Owner will contact the Resident for vehicle removal upon instances of fluid loss. Resident is responsible for any damage caused to asphalt or concrete surfaces resulting from their vehicle's fluid loss.

Resident shall not store vehicles for other people or grant permission to others to park in the Neighborhood.

Residents, Occupants, Guests and invitees must adhere to notices to vacate any parking areas for maintenance of facilities.



Guests who intend to stay longer than forty-eight (48) hours must register their vehicles with the NMO.

#### **Other prohibitions:**

- Resident shall not park in driveways or carports of any other residence.
- Resident shall park with the flow of traffic when parking on the street.
- Under no circumstances shall any vehicle be parked or driven on lawn areas or parked in front of mailboxes. Mail will not be delivered if the box is blocked.
- All motorcycles must be parked in a garage or use a kick plate. Motorcycles are not permitted on sidewalks, in landscaped areas or in the home.
- Boats, trailers, recreational vehicles, and oversized vehicles are not permitted in the neighborhoods at any time unless NMO has granted written permission.
- Recreational vehicles must be stored in the RV lot on base, space permitting, or off base.
- No vehicles may be parked in "No Parking" areas or red zones. Vehicles must not block access, be stationary for extended periods of time, or park in Handicapped spaces (without a permit).

Any vehicles that violate the prohibitions above will be issued one warning notice prior to vehicle being towed at the owner's expense and risk.

Owner shall not be responsible for any theft or damage to vehicles parked in the Neighborhood.

## **42. PERSONALLY - OWNED PLAY EQUIPMENT AND NEIGHBORHOOD PLAYGROUNDS**

Playgrounds are provided throughout the Neighborhood for Resident, Occupant and Guest use and enjoyment. Although the playgrounds and common areas are cleaned and mowed on a schedule by NMO, Resident is responsible to police the area and supervise children such that the area is clean when the Resident, Occupant and/or Guest leave. No children under ten (10) years of age are allowed in the playgrounds without the Resident or other adult supervision.

Personally owned play equipment is discouraged. Play equipment should be limited to toddler plastic swing sets, sliding boards; and any play equipment (plastic or other materials) required to be anchored or set in cement by code or Base regulations is prohibited. Personally owned play equipment shall be kept in good working order. Approved play equipment must be kept in fenced in backyard area.

See Section 57 of this Community Handbook for provisions regarding trampolines.

## **43. PERSONAL PROPERTY INSURANCE**

**Owner strongly recommends that Resident secure renter's insurance to protect against liability, property damage and casualty losses.** Unless inconsistent with state/local law, Owner shall not be liable for the loss or damage to Resident's personal property from theft, vandalism, fire, water damage, smoke, Owner supplied appliances, operating systems, interruption of utility services, or other cause, unless due to the specific negligence of Owner. If for any reason Owner agrees to render services such as handling furniture, cleaning, delivering or accepting packages,

or providing access, Resident specifically agrees to hold Owner harmless from all liability in connection with such services.

Waterbeds and aquariums in excess of thirty-five (35) gallons are not permitted without providing Owner with a valid water damage insurance policy.

## 44. PEST CONTROL

Routine control of normal household pests, along with keeping all pets free of fleas and ticks, is a Resident responsibility. The use of non-residual insecticides labeled for safe application by the general public, such as household spray insecticides, is expected of the Resident. Resident must contact the NMO for assistance for infestations of pests that are beyond Resident capabilities and require professional control measures.

As a general rule, poor housekeeping is the main factor in cockroach infestation. Roaches and mice thrive on leftover food placed on sinks, counters, in cupboards, on unwashed dishes, and on food left out for pets. Roaches may also feed on paper and glue products, including shelf paper. Some things the Resident can do to control roaches, mice and other household pests are:

- Deposit garbage in trash cans in plastic bags.
- Wipe up spilled foods or drinks immediately.
- Do not keep empty soft drink cans or bottles under the sink, and rinse them well before placing in recycling bins.
- Keep soiled clothing in a clothes hamper or other container. Wash clothes frequently enough that clothing does not pile up all over the floor.
- Store leftover food in airtight containers.

In the event the Premises requires extermination, call the Service Request Line at 855- 237-FIXX (3499). Please prepare for extermination services as follows:

- Remove all items from under kitchen and bathroom sinks.
- Pick up toys or other objects that may interfere with application.
- All persons and pets should vacate the Premises during treatment and should not re-enter the home until treated floors, carpets and rugs are thoroughly dry. Under normal conditions, this may take 1 - 3 hours (4 hours are recommended).
- Remove pet birds from the house, or if the bird(s) cannot be removed, place in a ventilated room that will not be serviced.
- Turn off aquarium air pumps and cover tanks and pumps with plastic wrap. Pumps can be restarted about 3 hours after treatment.

After service, it is common to see an increased amount of insect activity as the specially formulated applications disrupt nesting and hiding sites.

## 45. PET POLICIES

The number and types of animals that may be kept as pets in the Premises is provided in Section 10 of the Lease Agreement. In addition to the prohibited breeds of dogs, other dogs may be prohibited if they demonstrate or are known to demonstrate a propensity for dominant or aggressive behavior as indicated by any of the following type of behaviors:

- Unprovoked barking, growling or snarling at people approaching the animal
- Aggressively running along a fence line when people are present
- Biting or scratching people
- Escaping confinement or restriction to chase people

Animals that assist Residents or Occupants with special needs may be excluded from prohibitions in the pet policy. Residents shall certify and Owner will verify the following:

- The Resident or Occupant has a special need
- The animal has been specifically trained to assist persons with that specific need
- The animal actually assists the Resident or Occupant with that special need

Keeping pets in the Premises is a conditional privilege extended to the Resident exhibiting responsible behavior and in control of the pet. Resident is financially and legally responsible for all pets. Resident must comply with state and local laws governing pet ownership, including laws regarding licensing and vaccinations. The local municipality enforces animal control ordinances in the Neighborhood.

Pets must have current inoculations and Resident shall submit records of inoculation upon Owner's request. Rabies immunizations are required for dogs and cats and must be documented with tags on the pet's collar.

All animals, except dogs and cats, must be kept in cages or tanks at all times. Dogs must be confined to the Premises or restrained by a leash or fence in the back yard of the Premises. Restraint shall include leashing or chaining the animal to a stationary object to preclude the animal from running free or interfering with the normal flow of pedestrians and traffic.

All dogs must be on a leash upon leaving the house and while on Community grounds. Both dogs and cats must be appropriately and effectively restrained and under the control of an individual while on the Premises and in the Neighborhood. No pets are permitted to walk in Neighborhood center rooms or offices.

Where a "doggie walk" has been designated, dogs are to be walked in that particular area of the Neighborhood. If the dog deposits waste, the Resident must pick up and remove it immediately.

Owner reserves the right to amend the restricted breeds of dogs listed in Section 10 of the Lease Agreement in accordance with Air Force policy. For additional information, refer to the Pet Addendum.

## 46. REFUSE COLLECTION, RECYCLING AND HAZARDOUS WASTE

### Refuse Collection

The Owner provides refuse collection in all Communities at no additional cost to the Resident.

The following policies are to be followed:

- Resident will be issued trash/refuse bin(s) during move-in.
- Resident is responsible for the refuse bin(s) and will be charged for replacement if damaged beyond fair wear and tear, lost or stolen.
- Resident will be responsible for regular cleaning of the bin(s).
- Refuse bins must be at the curb before 0700 hours on the scheduled pick-up days, unless otherwise instructed by the NMO.
- The bins must be returned to proper storage by 2000 hours on the day of collection.
- For residents living in a cluster, a dumpster has been designated for your use. Residents should place refuse inside the dumpster and secure the lid after the refuse is placed in the bin.
- Plastic liners and covered trash bins minimize odor and pest control problems.
- Toys and bicycles left within close proximity of the refuse bin may be accidentally picked up.
- Large, bulky items such as mattresses, furniture, and appliances will not be picked up with regular trash pickup. Bulk pickup will be available in all Neighborhoods. Contact the NMO for schedule.
- Car batteries must be disposed of through a local battery recycler. The disposal of automotive fluids (e.g., oil, grease, brake fluid, radiator coolant, hydraulic fluid, etc.) or any other toxic or hazardous substances onto the ground or into the storm water drainage system or sewage collection system is strictly prohibited. Propane tanks must not be disposed of in trash receptacles or in any dumpster. Please contact the NMO if you have questions on correct disposal procedures.

### Recycling

Recycling bins may not be provided by the Owner, but recycling of paper, plastic, glass and cardboard is strongly encouraged. Resident-provided recycling containers must be properly stored and set out like trash bins. Owner will provide a schedule for curbside pickup of recycled materials.

Residents may also drop off recyclables at the Owner's Recycle Center. The Recycle Center is open 24 hours a day, 7 days a week.

### Hazardous Materials/Waste

It is critical that hazardous materials not be included in trash or recycling. Common Household Hazardous Waste ("HHW") products include, but are not limited to:

- Paint, paint thinner and aerosols
- Turpentine and other spirits

- Polishes and waxes
- Glue
- Gasoline and other petroleum products, including used oil
- Batteries
- Pesticides, herbicides, fertilizers, and soil additives
- Common household cleaners and disinfectants, including bleach • Fluorescent light bulbs

Residents will be provided with a separate document titled “How to Properly Dispose of Household Hazardous Waste” which provides general guidelines and procedures regarding HHW including, but not limited to: reading and understanding labels, mixing HHW containers, solidifying liquid waste, storing HHW near heat or open flame, proper ventilation for HHW, labeling and dating containers, and temporary storage (if necessary) before HHW is transported for final disposal or treatment.

The following HHW items are accepted by the PM for disposal: used oil, cleaners and disinfectants, batteries, polishes/waxes, paint and aerosols. Residents can drop these items off at the Owner’s Recycle Center. Contact the NMO for information on suitable locations to store or dispose of other HHW.

## 47. RELOCATION PROCESS

Relocation due to construction or for maintenance reasons may be necessary during a Resident’s occupancy in the Neighborhood. Resident shall be required to sign a Relocation Addendum to the Lease Agreement, either at the initial Lease Agreement signing or at the time the Owner selects the Premises for demolition or major renovation. Along with the Addendum the Resident will be given the Termination Moving Rules and Guidelines.

- **Construction and Planned Renovations.** The Neighborhood in which Premises is located may undergo an extensive rehabilitation process. This process may involve demolition of existing homes and common areas as well as construction of new homes and common areas or renovation of existing homes. Construction is ongoing and Owner makes no warranty regarding the date of completion of such construction and renovations.
- **Absence of Amenities, Neighborhood Services/Facilities.** Resident is aware that certain amenities are being demolished and/or constructed and may not be accessible to Resident until conclusion of their construction, or not at all. Such amenities include but are not limited to parking lots, driveways, landscaping, playgrounds, tot lots and guest parking. Owner makes no representations or warranties regarding the availability of any amenities to Resident.
- **Construction Noise and Inconvenience.** During the above mentioned construction, there may be times of utility interruptions, construction debris and noise including safety feature testing (such as fire or burglar alarms). The inconvenience associated with the construction shall not entitle Resident to any offset to Rent obligations, or form the basis for a complaint against Owner, its agents, employees or assigns for Rent relief, or any other claim, right, or remedy against Owner, including constructive eviction.

- **Maintenance Relocation.** There may be situations where the Owner may require Resident to vacate the Premises because of a condition or location found to be unsuitable for further occupancy or to make unusual or extensive repairs. Resident may be reassigned to the Premises after the above situation or conditions have been rectified.
- **Lease Agreement Termination.** During the term of the Lease Agreement, Owner may terminate the Lease Agreement upon giving thirty (30) days written notice to Resident to vacate (hereafter referred to as “Construction Termination” or Maintenance Termination”). Construction Termination or Maintenance Termination shall be at the sole option and discretion of the Owner; Resident shall not have the right to give a Construction Termination or Maintenance Termination notice to vacate.

## 48. RESIDENT INQUIRIES AND CONCERNS

The Owner’s goal is to provide affordable and well-maintained Premises for an exceptional quality of life for all Residents. Resident inquiries or concerns that have not been addressed in the manner that is satisfactory have several alternative avenues for resolution.

First, make sure the inquiry or concern has been clearly stated and delivered to the NMO. The NMO will respond in a timely manner to the inquiry or concern in accordance with the terms of the Lease Agreement, the Community Handbook and any Addenda executed by the Resident. In the event the NMO has not responded in a manner consistent with the Resident inquiry or concern, the Resident should complete a prepaid postage Instant Feedback Form and mail to the address listed. The Instant Feedback form is another source for the Resident to receive a response to an inquiry or concern not adequately addressed by the NMO or the Community Manager. The Instant Feedback form will be sent directly to FCRM’s corporate office for review and response. Instant Feedback forms will be available at all NMOs.

Finally, if Resident has not received a satisfactory answer from the Instant Feedback form, Resident may use the Dispute Resolution provisions in Section 9 of this Community Handbook.

## 49. SAFETY

**Emergency numbers are provided on page 8**

Safety on the Premises and in the Neighborhood is the responsibility of each Resident, Occupant and Guest. Below are a few policies and guidelines to be followed to help assure a safe environment for all:

### Bicycle/Skating/Skateboard

Bicycle helmets are required in all Neighborhoods for all cyclists, including children in safety seats, regardless of age. Helmets and other protective gear are also strongly encouraged for skaters and skateboarders.

### Children’s Safety

Resident is responsible for the safety, care and actions of Resident’s own children and children in Resident’s care. Please instruct children not to play in the streets, alleys or parking lots.

## **Disaster**

Residents should familiarize themselves with the area local shelters and evacuation routes and plans. Should severe weather conditions ever arise, please listen to local radio or television stations for shelter designations and instructions set forth by Civil Defense and your local law enforcement agency.

The Federal Emergency Management Agency recommends that each family have an emergency kit readily available for transport in case of severe weather, hurricane, earthquake or other emergency. A Disaster Supply Kit list is attached as Exhibit A to this Community Handbook

## **Fire Protection**

The Resident is responsible for ensuring their Premises are in compliance with all applicable fire and life safety standards. A fire plan and fire prevention suggestions are attached as Exhibit B to this Community Handbook. For further information regarding questions on fire and fire prevention, please contact the local Fire Department.

## **Fireplaces**

Resident is responsible for the safe operation of interior wood burning and gas fireplaces.

The Property Manager will instruct the Resident on the safe and proper use of the fireplace at move-in. Contact the NMO if not comfortable with the operation of the fireplace.

## **Garage Doors**

Garage door springs, cables, brackets and other hardware attached to the springs are under very high tension and if handled improperly, can cause serious injury. We recommend that you report all malfunctions to the NMO so qualified professionals can make the necessary repairs/adjustments. A few simple precautions can protect family and friends from potential harm. Please take a minute to read the following safety tips:

- Do not stand or walk under a moving door.
- Do not let children play with or use the transmitters or remote controls.
- Teach children about garage door and opener safety; explain the danger of being trapped under the door.
- When using the pushbutton or transmitter, keep the door in sight until it completely stops moving.
- Teach children to keep their hands and fingers clear of section joints, hinges, tracks, springs and other door parts.

Should the power fail, you will not be able to open or close the door using the pushbutton or wireless transmitter (if equipped). Instead, you will have to pull the Emergency Release Latch to allow the door to be manually lifted or lowered. It is recommended that the latch be pulled when the door is closed. Use caution when using this release with the door open. Weak or broken springs may cause the door to fall rapidly causing severe injury or death.

If the wireless transmitter (if equipped) needs service, please drop it off at the NMO. A service technician will repair and/or replace the transmitter within 24 hours.

### **Personal Safety Reminders**

- Take responsibility for personal safety. Know your local emergency phone numbers.
- Verify the identity of anyone at your front door desiring entry. If the person claims to be an employee of the NMO and you do not recognize them, call the NMO for verification.
- Always use the main Neighborhood entrance when entering late at night.
- Be observant and always be aware of your surroundings and the people in the area.
- Do NOT display house keys in public or leave them in the mail area, at the pool, or places where they can easily be stolen.
- Do NOT affix identifying tags with your address on your key chain.
- Keep a complete list of the serial and identification numbers of all appliances, computers, television, VCR, stereo, etc. This will greatly aid in recovering stolen goods.
- DO NOT confront suspicious persons loitering around the Premises, but report them immediately to the proper authorities and the NMO.
- Vehicles should remain locked at all times with items stored out of sight.
- Doors and windows should be locked at all times. Please contact the NMO immediately if any locks are inoperable.

### **Smoke and Carbon Monoxide Detectors**

In addition to Carbon Monoxide detectors, smoke detectors have been provided and should not be deactivated or removed. Resident is responsible for checking and maintaining all smoke and carbon monoxide detectors, and must immediately notify NMO of any problem, malfunction or damage to the detectors. Replacement of batteries is the Resident's responsibility. Any questions about operation or performance can be directed to the NMO. NMO recommends checking the monitors monthly. Disconnection and/or disabling a smoke detector is a violation of the local and State ordinances and will be cause for eviction.

### **Welding**

Welding is prohibited at the Premises and in the Neighborhood at all times.

### **Window Safety**

Children often climb on furniture and push against windows and/or screens, tumble out and suffer severe injuries or even death. To avoid such hazards: (i) beds, tables, chairs and other furniture should not be placed in close proximity to windows, (ii) windows should be locked when not in use, and (iii) do not leave young children unsupervised in rooms with open windows.

## **50. SERVICES - OTHER**

Services provided as a courtesy or convenience for the Residents and Occupants, excluding utilities and trash removal described in the Lease Agreement, are provided at the discretion of the Owner and NMO. Reduction or elimination of any or all of the other services does not result in reduced Rent or allow for early termination of the Lease Agreement.



## 51. SIGNS

Yard sale, patio sale or any other sign or banner advertising an event can only be posted on authorized bulletin boards or areas specifically designated by the NMO. Signs are not to be attached to utility poles, mailboxes, signposts, trees, etc.

## 52. SNOW AND ICE REMOVAL

Resident is responsible for snow removal on individual entry walks in front of and around their Premises within 12 hours of completion of storm. Resident may be liable for injuries incurred due to failure to keep areas of responsibility free of snow and ice. The NMO will take care of all other areas.

FCRM's Contractor will remove snow eight (8) feet in width from access roads to each house or house cluster and to the garage doors. In the event that vehicles are parked in the driveways or on the access roads, plow units will not plow any closer than three (3) feet from parked vehicles.

Snow removal operations will begin when accumulations of two inches (2") of snow are present in any area.

## 53. SOLICITATIONS

Door-to-door sales, surveys, and/or solicitations of any sort are not permitted. Likewise, commercial advertising or flyers of any kind may not be posted or distributed. It is a Federal offense to attach anything to mail boxes.

## 54. SPECIAL CLIMATE SITUATIONS

### Hurricanes

June through November is the hurricane season for the southeastern United States. In Tennessee, most hurricane-related activities have been recorded during August and September. Primary shelters for personnel on the Installation are in their quarters, the base fitness center or the community activity center. Resident's shall adhere to the Installation Commander's instructions for sheltering or evacuation.

### Tornados

Tornadoes sometimes occur in this area along with hurricanes. In the event of a tornado, housing occupants should take shelter in the base fitness center or community activity center when directed by the Mission Support Group Commander. If time does not permit leaving the quarters, occupants should open windows on the side of the house away from the tornado and quickly take cover under heavy furniture against inside walls. Security Forces will patrol the housing area and announce instructions. Monitor radio and TV stations for advice and instructions to prepare yourself and your family.

## 55. TELEPHONE LINE MAINTENANCE

Information concerning telephone service in the Neighborhood will be provided during move-in. Resident is responsible for all costs incurred with the exception of maintenance to the one telephone line supplied by the Owner. Report any line problems as shown below. If the problem is with the telephone, and not the telephone line, the Resident will be responsible for all charges.

Additional phone outlets and/or lines are allowed at Resident expense. Resident is limited to one (1) additional hookup installed per room with prior written approval. Resident will not be responsible for the removal of the additional hook-ups or subject to an additional charge at Move-Out as long as prior approval was obtained from the NMO. Request forms are available from the NMO.

## 56. TEMPORARY ABSENCE FROM PREMISES

Contact the NMO prior to leaving the Premises vacant for more than fourteen (14) days. The Resident must leave an emergency contact number at the NMO. It may be necessary to contact the Resident in the event of an emergency or if an unexpected issue arises. In addition, please take the following actions prior to leaving the Premises:

- DO NOT turn off heat, turn thermostat back to the lowest setting, but not lower than 55 degrees to prevent water lines from freezing.
- Disconnect all hoses from outdoor faucets prior to the first frost.
- Lock all doors and windows.
- Lower, but do not completely close blinds, shades or curtains.
- Place timers on a few lights or a small radio.
- Stop deliveries of newspapers, mail, and other routine deliveries.
- Arrange for any items in the yard to be moved or removed for lawn care services to mow the lawn.
- Make arrangements to have any fenced areas mowed. Resident is responsible for the cost of any required yard maintenance in the fenced area that must be completed by the NMO.

## 57. TRAMPOLINES

Trampolines are not permitted on Resident's Premises unless previous approval from NMO was obtained. Trampolines must be kept in fenced-in backyard areas. Use is at Residents' risk. All trampolines must be equipped with safety netting. Trampolines are the sole responsibility of the Resident. Owner is not liable for any damages or injury as a result of the use of trampolines.

## 58. VEHICLES

Repair of automobiles, parking, and the storage of recreational vehicles are a few of the topics that must be addressed in order to maintain a desirable residential family environment. Following are rules and regulations for the Neighborhood:

## Automotive Maintenance and Policies

- All vehicles must: (1) be operable and road-worthy, (2) display a current installation decal, if applicable, (3) display current tags, (4) display a current inspection sticker (if applicable in their State of registration), and (5) have current insurance as required by the State where the vehicle is registered.
- Commercial vehicles may not be kept in the Neighborhood or Premises unless they are of a size/type to fit completely in the Premises garage with the door closed. Resident may not park commercial vehicles in the street or driveway except when actively loading or unloading the vehicle.
- Due to environmental and safety concerns, automobile/vehicle maintenance shall not be performed by Resident, Occupant or Guest anywhere in the Neighborhood or Premises including garages, carports, parking spaces, or street. Additionally, vehicles may not be on jacks, jack stands, or ramps at any time. Prohibited maintenance includes, but is not limited to:
  - » Repairs such as transmission repairs, engine overhauls, and bodywork (sanding and painting).
  - » Engine cleaning.
  - » Changing oil.
- Vehicles shall not be in an inoperative status in excess of 72 hours. All inoperable vehicles must be removed from the Neighborhood and Premises. Resident may request exceptions to this policy on a short-term basis through their NMO.

## Garages/Carports/Sheds

Garages are intended for parking vehicles, to provide auxiliary storage of personal effects, and storing recycle and refuse bins.

The following policies apply to the use of the garage/carport:

- Storage of flammable liquid, such as gasoline, is restricted to 1 gallon and should be stored in a secure area.
- Garages shall not be used for living spaces, and shall not be altered or modified for such use.
- Pets shall not be kept in garages or sheds.
- Do not block or barricade garage doors.
- Do not store items near or block water heaters located in garages.
- Oil or gas space heaters shall not be used in garages or sheds.
- The Resident, Occupant or Guest may not alter electrical wiring in garage or shed spaces or any other area of the home.
- A garage or carport is considered a “designated parking space”. No additional parking will be allocated for vehicles displaced by storage of personal goods.

## Recreational Vehicles and Other Vehicles

Recreational vehicles, utility trailers, boats, campers, snowmobiles, ATV's, and jet skis must be parked in authorized designated areas, and are prohibited in the Neighborhood unless the item fits into the garage with the garage door completely closed. The only exception to this rule is when the vehicle is being made ready for use or storage. This approved exception period may not exceed forty-eight (48) hours. Proper storage of recreational vehicle or other vehicles in a garage will not justify improper parking of vehicles.

The following rules apply:

- Automotive maintenance policies apply to RVs, boats, campers, snowmobiles, ATV's, and jet skis; therefore, oil changes, engine repair and bodywork are not allowed.
- Interior repairs of such vehicles shall not be made in the Neighborhood without prior approval from the NMO.
- RVs must not be plugged into any Neighborhood or Premises utilities.
- Flammables, such as paints, thinners, and gasoline may not be stored in vehicles.
- Guests' RVs may not be parked in the Neighborhood.
- A RV may be parked in the garage if it fits completely within the garage, the door is kept closed, and there is adequate parking remaining available for vehicles without impacting other Residents of the Neighborhood. RV's may NOT be parked in carports, driveways or designated parking spaces.

Contact your NMO for appropriate storage locations. Violation of these RV and other vehicle policies shall result in the removal of the RV or other vehicle from the Neighborhood at the Resident's expense.

## 59. WADING POOLS AND HOT TUBS

Use of small wading pools, not exceeding eighteen inches (18") in height, is authorized under the following guidelines:

- The water must not exceed twelve inches (12") in depth, and will be emptied on a daily basis.
- Wading pools are to be constantly monitored by an adult during use, and must not be left unattended while holding water.
- Pools are to be emptied and turned over when not in use and properly stored.
- Grounds damaged by the pools must be restored. Resident is responsible for costs to restore damaged landscaping.
- Wading pools must be kept in backyard areas.
- Residents are responsible for supervision of any person using the pool and liable for all injuries resulting from the pool, whether the Resident is present or not at the time of injury.

Installed or portable hot tubs are not permitted. Medical exceptions will be reviewed on a case-by-case basis.

## 60. WATERBEDS

Waterbeds are allowed, but if the waterbed capacity exceeds thirty-five (35) gallons, then the Resident must provide acceptable water bed liability insurance policy. Resident is responsible for all damages caused by any waterbed.

## 61. WEBSITE

Owner's Neighborhood website is located at [www.fcarnoldafb.com](http://www.fcarnoldafb.com). Residents will be able to use this website to inquire about and access information regarding upcoming events and activities in their Neighborhood.

## 62. WILDLIFE AND BIRD FEEDING

**To prevent the local wildlife in the Neighborhood from becoming a pest, or danger, the following rules and regulations must be followed:**

- Resident shall not feed feral animals or wildlife other than birds. Do not put food scraps outside or throw food scraps into the woods.
- Trash bins must be properly stored with lids securely closed.
- Birdfeeders are not to be hung over patios interfering with other Residents. Any birdseed remaining on the ground must be cleaned up daily.

## 63. YARD AND GARAGE SALES

All yard and garage sales will be limited to Friday, Saturday and Sunday only. Items are not allowed to be left outside the Premises overnight. Signs may be posted only on Neighborhood bulletin boards or small stick-in-ground signs in the Premises yard. Signs may be posted no sooner than the day before the sale and must be removed by the end of the day of the sale. **Do not place signs on road signs, telephone poles, mailboxes, trees, etc.**

## 64. YARDS – PROHIBITED ITEMS

Dog runs and storage sheds are prohibited unless provided by the Owner.

Patios, and front yards must be neat and clean at all times. Bicycles, motorcycles, boxes and/or equipment may not be stored on patios. Towels and laundry may not be hung within patios or from balcony railings. Furniture, other than acceptable lawn furniture, shall not be kept on patios. Carpeting is prohibited. Exterior window sills must be kept clear at all times.

Toys and bicycles are not to be left on the lawn areas or in common areas, but should be stored in the Resident's garage or carport. Toys or bicycles should not be left in a Resident's lawn when not in use.

Tree houses and tree swings are not permitted on Resident's Premises, in common areas or in any tree on Neighborhood grounds.

Outdoor grills are permitted only outside the home no closer than ten (10) feet to the house or fence. Barbecue grills should not be left unattended when in use or while still hot. Cooking food in the front yard or on covered patios using hibachis, grills, etc. is prohibited.

Burning of rubbish or bonfires is not permitted.

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# **EXHIBIT A**

## **DISASTER SUPPLY KIT**

The Federal Emergency Management AGENCY (FEMA) recommends each family keep the following items readily available for transport in case of severe weather, earthquake or other emergency: Be prepared in advance and have emergency materials on hand.

- Flashlight/Batteries
- Battery operated Radio with extra batteries
- Water – at least 1 gallon daily per person for 3 to 7 days
- Food – enough for 3 to 7 days
- Non-electric can opener
- Non-perishable and canned foods
- Food for infants or elderly
- Snack foods
- Cooking tools, fuel
- Paper plates, roll of paper towels, plastic utensils
- Blankets, Pillows
- Clothing – seasonal, raingear, sturdy shoes
- First Aid kit, Prescription Medicines
- Toiletries
- Cash
- Keys
- Tools
- Important Documents (keep in a waterproof container)
- Special needs for Infants or Elderly
- Pet Care Items (food, water, carrier/cage, medicines)

Disaster Services  
American Red Cross  
FEMA  
Salvation Army



# **EXHIBIT B**

## **FIRE PLAN AND PREVENTION**

### **IN CASE OF FIRE:**

- DO NOT PANIC! KEEP CALM.
- DO NOT TRY TO PUT THE FIRE OUT BY YOURSELF.
- LEAVE THE ROOM WHERE THE FIRE HAS STARTED AND CLOSE THE DOOR.
- HAVE ALL THE OCCUPANTS VACATE THE HOME.
- CALL 911 FROM YOUR NEIGHBOR'S HOME IMMEDIATELY.
- AFTER YOU HAVE LEFT YOUR HOME, DO NOT RETURN UNTIL THE FIRE HAS BEEN PUT OUT AND APPROVAL HAS BEEN GIVEN BY THE FIRE DEPARTMENT.

### **Alternate Plan:**

If you cannot leave your home:

- If door is hot, or smoke is seeping in, cover cracks and vents around door with wet towels.
- Go to a room with an outside window; close all doors between you and smoke or fire.
- Open window for air and hang sheet or blanket out to signal for help.

### **Fire Prevention**

Following are suggested tips for fire prevention:

- Locate all possible exits from a room and/or floor and discuss escape routes with family members. Select a meeting place for all family members once they are clear of the home. Hold a fire drill for your home to practice the family escape plan.
- The telephone number of the fire department and all emergency services should be readily available by your phone.
- If you are aware of a Resident who is an invalid or is confined to a bed, please contact emergency services if you suspect there is a fire.
- Do not smoke carelessly.
- Do not put food on the stove to cook and go to sleep or leave your home.
- Do not overload your electrical outlets. If any appliance or TV starts smoking, pull out the plug and call the Fire Department.
- When you leave your home for any length of time, make sure that the stove, TV or any other electrical appliance is turned off.
- Do not try to remove a burning pan of grease or food from the stove. First, turn off the burner beneath the pan. Then smother the fire by using a cover or baking soda. Wait for the pan to

cool before removing. It would be helpful to keep a large box of baking soda open and near your stove.

- Cover unused outlets with outlet covers so that children cannot place items into them.
- Do not leave electrical cords where children can reach them or use extension cords as a permanent connection. Electrical and extension cords should not be run under carpets, tacked to the wall or run between doorways or through door holes in the walls.
- Dryer lint traps should be cleaned before each use of the dryer.
- Do not leave burning candles unattended.

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# **EXHIBIT C**

## **CLEANING REQUIREMENTS FOR MOVE-OUT**

### **Stove/Range and Hood**

- Remove burned/crusted-on food and grease from accessible surfaces, drip pans, broiler pan, racks inside of oven, exhaust fan and range hood. Do not disassemble

### **Refrigerator**

- Defrost and wipe down inside and outside to remove grease and food particles. Accordion folds must be free of food particles and other debris. Leave refrigerator on lowest setting with door closed.

### **Dishwasher**

- Remove any food particles, soap residue, and grease on both interior and exterior surfaces. Do not disassemble.

### **Garbage Disposal**

- Remove residue.

### **Cabinets, Walls and Other Interior Wood Trim**

- Clean and remove grease.

### **Sinks**

- Remove food particles, grease, soap residue and any removable stains.

### **Lavatories, Commodes, Showers, Bathtubs, Glass Enclosures and Medicine Cabinets**

- Use a non-abrasive cleaner to remove soap residue and mildew. Clean removable stains from walls. Wet mop floors.

### **Walls, Ceilings, Woodwork and Doors**

- Clean only those walls that are accessible. Spot clean to remove food, pencil and crayon marks, cobwebs, removable stains, grime and excessive visible dirt. Remove all nails and wall hooks.

### **Light Fixtures and Blinds**

- Wipe down.

### **Ventilation, Air Vents and Grills**

- Wipe down.

### **Floors and Carpeting**

- Sweep, damp mop and/or vacuum. Remove carpet stains. Remove excessive wax build-up.

### **Carports, Garages, Porches, storage Rooms, Patios and Walks**

- Remove dirt, cobwebs, etc. From exterior doors, walls and ceilings. Remove excessive oil and grease from paved areas. Sweep.

**Grounds**

- Mow, edge and police the area around the home. Yard areas that have been damaged by pets, garden plots, etc., must be restored.

**Garbage Containers**

- Put trash in approved receptacles and place at normal pick-up points. Containers without trash must be clean.

**Windows**

- Residents are not required to clean windows.

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## **EXHIBIT D**

### **CLEANING AND DAMAGE CHARGES**

#### **A. KITCHEN**

<b>1.</b>	Dishwasher	\$300 and up
<b>2.</b>	Broiler Pan	\$22
<b>3.</b>	Drip Pan	\$7
<b>4.</b>	Freezer Bars	\$17
<b>5.</b>	Freezer Door Ends	\$17
<b>6.</b>	Range Hood	\$65
<b>7.</b>	Range Hood Filter	\$5
<b>8.</b>	Range Hood Lens	\$5
<b>9.</b>	Refrigerator	\$510 and up
<b>10.</b>	Side-by-Side Refrigerator	\$1000 and up
<b>11.</b>	Gas Stove	\$465 and up
<b>12.</b>	Electric Stove	\$560 and up
<b>13.</b>	Burner Elements	\$22
<b>14.</b>	Oven Rack	\$26
<b>15.</b>	Stove Knob	\$4
<b>16.</b>	Crisper Drawer	\$62
<b>17.</b>	Countertop Replacement	\$400 and up
<b>18.</b>	Countertop Repair	\$65 and up
<b>19.</b>	Faucet	\$95
<b>20.</b>	Refrigerator Door Handle	\$38
<b>21.</b>	Light Fixtures	\$25 and up
<b>22.</b>	Cabinet Door/Drawer	\$75 and up
<b>23.</b>	Microwave	\$295
<b>24.</b>	Refrigerator Glass Shelf	\$72
<b>25.</b>	Under Cabinet Light Fixture	\$25
<b>26.</b>	Kitchen Lens Cover	\$60
<b>27.</b>	Glass Stove Door	\$220
<b>28.</b>	Kitchen Sink	\$75
<b>29.</b>	Closet Shelving	\$45

## **B. BATH**

1.	Toilet Bowl/Tank Replacement	\$145
2.	Faucet Replacement	\$95
3.	Tub Surround Replacement	\$135
4.	Fan Cover/Lens	\$15
5.	Shower Head	\$15
6.	Shower Rod	\$10
7.	Toilet Paper Holder	\$6
8.	Medicine Cabinet	\$126
9.	Towel Bars	\$16
10.	Vanity Top	\$155 and up
11.	Vanity	\$175 and up
12.	Laundry Tub	\$65
13.	Toilet Seat	\$15

## **C. FLOORS**

1.	Tile Replacement	\$225
2.	Carpet Replacement	\$1,450 and up
3.	Hardwood Floor	\$300
4.	Carpet Cleaning	\$185 and up
5.	Carpet Deodorizing	\$55
6.	Carpet Re-dye	\$220
7.	Stain Removal	\$65 and up
8.	Carpet Patch	\$65 and up
9.	Register/Grill Replacement	\$16

## **D. WINDOW COVERINGS**

1.	Mini Blind Replacement	\$40 and up
2.	Vertical Blind Replacement	\$85
3.	Individual Slat Replacement	\$5

## **E. WALLS**

1.	Outlet Covers	\$3
2.	Drywall Repair	\$35 and up

## **F. DOORS**

1.	Door Trim	\$35
2.	Door Closure	\$38
3.	Patio Door Handles	\$15

4.	Screen Door	\$115
5.	Storm Door	\$120
6.	Patio Glass Door	\$220
7.	Replace Patio Door Screen	\$45
8.	Bi-Fold Door	\$78
9.	Interior Door	\$110
10.	6-Panel Door	\$135
11.	Exterior Door	\$285
12.	Screen Door Reframing	\$50
13.	Sliding Mirrored Door	\$135
14.	Door Handle Replacement	\$18
15.	Door Stop	\$3

#### **G. EXTERIOR - LAWN, GARAGE, PATIO, OUTSIDE STORAGE ROOM, TRASH REMOVAL**

1.	Trash Removal	\$150/truckload
2.	Mow Yard	\$35 and up
3.	Turf Restoration	\$100
4.	Garage Door Panel	\$220
5.	Pet Waste Removal	\$55 and up
6.	Replace Siding	\$100 and up

#### **H. WINDOWS & SILLS**

1.	Rescreen	\$35
2.	Window Glass Replacement	Market Rate

#### **I. KEYS & LOCKS**

1.	Garage Door Opener	\$50
2.	Garage T-lock Handle	\$45
3.	Key Replacement	\$5
4.	Lock Change/Replacement	\$65 and up

#### **J. MISCELLANEOUS**

1.	Ceiling Fan	\$95
2.	Whole Unit Cleaning	\$200 and up
3.	Extra Cleaning	\$45 and up
4.	Whole Unit Paint	\$700
5.	Extra Painting per Room	\$150
6.	Smoke Damage & Odor Elimination	\$150
7.	Hot Water Heater	\$340



- |     |                         |       |
|-----|-------------------------|-------|
| 8.  | Washer Pan              | \$20  |
| 9.  | Fireplace Glass         | \$265 |
| 10. | Dual CO2/Smoke Detector | \$55  |
| 11. | Smoke Detector          | \$35  |

**NOTE:** Any repairs not routine maintenance will be charged at \$15 per hour. Any replacement/repair not on this list will be priced at the time of service. Prices are subject to change without notice. Excessive damage may alter above prices.

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# DISPUTE RESOLUTION PROCESS



# **OWNER'S INFORMAL DISPUTE RESOLUTION PROCESS**

As a valued resident of our community, your concerns are very important to us. This is why a multistep dispute resolution process has been established to address Tenant concerns and any disputes relating to the Lease. The first step for resolving disputes is included in the Owner's two-part Informal Dispute Resolution Process below; and, if the Owner's two-part Informal Dispute Resolution Process does not resolve the dispute to your satisfaction, you have the right to elevate your concerns to the MHO and pursue the Government Dispute Resolution Process as set forth in the Universal Lease as incorporated into our Active Duty Tenants' current leases through HMC's Community Guidelines and Policies, which you will find copied below.

The Owner's two-part Informal Dispute Resolution Process is available to you so that your concerns are elevated to the appropriate HMC team members to ensure a thorough review of your concerns and a timely response. To afford us an opportunity to thoroughly evaluate and address your concerns as quickly as possible, any complaint or dispute must initially be submitted to us using the following process:

- 1. Submit a complaint online using the Owner Approved Form:** To initiate the Owner's Informal Dispute Resolution Process, you must:
  - a.** Prepare and submit an online complaint using the Owner approved form for review by the Community Director. The form allows you to describe the complaint in detail, provide adequate supporting information and documentation (i.e., complete description of the issue, photos, invoices, estimates, etc.), and detail what specific steps we might be able to take to address your concerns. This form is available and must be submitted online at <https://riskconnecthunt.force.com/Dispute/s/>. Once your complaint is submitted, you will receive an email confirmation including your dispute resolution number. Should you lack the means by which to submit your complaint electronically, please contact your Community Director for further assistance. For all other questions, please contact your Community Director.
  - b.** Cooperate with us as we investigate your concerns, which may include, without limitation, providing us with prompt access to your Premises for inspection or repairs, providing additional documentation, or answering questions about your complaint.
  - c.** Allow your Community Director up to five business days from the receipt of your online complaint to fully evaluate your concerns and respond.
  - d.** You will receive an email notification from the Owner's Informal Dispute Resolution portal once the Community Director has responded to your complaint.
- 2. If you are not satisfied with the Community Director's response to your complaint:** You may elevate your complaint to the Regional Director of Operations, by:
  - a.** Making a written request to your Community Director that your complaint be elevated to the Regional Director of Operations.
  - b.** You will receive an email from the Owner's Informal Dispute Resolution portal containing the Owner's approved Regional Level Request Form. Prepare and submit

the Regional Level Request Form online. Once your Regional Level Request Form is submitted online, you will receive an email confirmation. Please contact your Community Director with any questions.

- c. Cooperate with us on any additional reasonable requests to allow the Regional Director of Operations an opportunity to thoroughly investigate your complaint such that we may try to resolve it to your satisfaction.
- d. Allow the Regional Director of Operations up to ten business days from the receipt of your online request to review, evaluate and respond to your complaint.
- e. You will receive an email notification from the Owner's Informal Dispute Resolution portal once the Regional Director of Operations has responded to your complaint.

**If you are not satisfied with the Regional Director of Operation's response to your complaint:**

You may pursue Government Dispute Resolution pursuant to the Universal Lease, as further outlined below.

## **GOVERNMENT DISPUTE RESOLUTION PROCESS (EXCERPT)**

### **"SECTION 9 -- DISPUTES"**

If Tenant has a dispute with respect to Owner's performance of responsibilities under the Lease or attached schedules, Tenant shall first attempt to resolve it by bringing the request or concern to the attention of the Owner. If Tenant and Owner are unable to resolve such dispute to the reasonable satisfaction of either party, Tenant shall attempt to resolve such dispute through Informal Dispute Resolution Processes set forth by the MHO; as such, informal process is identified and described on the Community Specific Addendum. If Tenant has a dispute pertaining to the Premises that is not resolved using the informal resolution processes, and the dispute pertains to rights and responsibilities set forth in the Lease, including maintenance and repairs, rental payments, displacement rights, Lease termination, inspections, or fees and charges (each an "Eligible Housing Dispute"), Tenant or Tenant's designated agent may submit the request or concern to the MHO for formal dispute resolution, in accordance with the Dispute Resolution Process set forth on Schedule 3. Tenant or Owner may seek legal advice or seek to resolve the dispute and pursue any remedy available by law in accordance with applicable law, except that Tenant and Owner shall not pursue such remedy available in law while a Formal Dispute Resolution Process under Schedule 3 is pending.

### **"SCHEDULE 3 — DISPUTE RESOLUTION PROCESS"**

#### **DISPUTE RESOLUTION PROCESS**

1. **Scope.** This Dispute Resolution Process (hereinafter, "Dispute Resolution Process") allows eligible tenants of privatized military housing to obtain prompt and fair resolution of housing disputes concerning rights and responsibilities set forth in the Lease, including maintenance and repairs, rental payments, displacement rights, Lease termination, inspections, or fees and charges (each an "Eligible Housing Dispute").

- 2. Eligibility.** Any military member, their spouse or other eligible individual who qualifies as a “tenant” as defined in Section 2871 of title 10 of the United States Code (hereinafter “Tenant” or “Tenants”) is eligible to seek resolution of Eligible Housing Disputes. Prior to initiating this Dispute Resolution Process, a Tenant must first attempt to resolve the dispute through the Informal Dispute Resolution procedures as described in Section 9 of this Lease agreement, which includes utilizing the informal issue resolution procedures of the Military Housing Office (“MHO”) with responsibility over the subject housing unit (the “Premises”).
- 3. Dispute Processing.**
  - (a)** To initiate the Universal Lease Dispute Resolution Process, the Tenant must complete the Form attached here as Exhibit A (hereinafter, “Request Form for Dispute Resolution Process”), available from the MHO, and submit it to the MHO responsible for their leased Premises. At a minimum, the Tenant must provide the following information on a Request Form for Dispute Resolution Process: (i) Tenant’s name, contact information, and military status; (ii) the Owner’s name; (iii) the address of the subject Premises; (iv) written affirmation the Tenant has sought resolution through, and completed, the informal issue resolution procedures set forth in Section 9 of the Lease agreement; and (v) a concise statement describing the dispute and prior efforts to resolve it. A Tenant who wishes Owner to withhold all or part of the Rent payments received by Owner during the Dispute Resolution Process (not to exceed 60 calendar days), pending resolution of the dispute as provided for in Section 4 below, must explicitly request Rent segregation on Section 7 of the Request Form for Dispute Resolution Process.
  - (b)** Within two (2) business days after receiving a Request Form for Dispute Resolution Process, the MHO shall review the request and take the following action:
    - (i)** If the MHO determines the request is ineligible or incomplete, the MHO shall provide written notice to the Tenant, as further described below.
    - (ii)** If the MHO determines the request is complete and eligible for this Dispute Resolution Process, as determined by the MHO in its reasonable discretion, the MHO shall notify the Tenant of receipt and simultaneously provide a copy of the request to the Owner and the Installation Commander responsible for the Premises.
    - (iii)** If the MHO determines the Tenant is not eligible to request dispute resolution, the dispute is not an Eligible Housing Dispute, or the request for dispute resolution does not contain sufficient information, the MHO will provide a written notification to the Tenant explaining the reason(s) for the ineligibility or the information needed for further consideration. The Tenant may submit a revised Request Form for Dispute Resolution Process. All subsequently described deadlines associated with the Dispute Resolution Process will run from the date of MHO’s receipt of an administratively complete Request Form for Dispute Resolution Process..
  - (c)** The Deciding Authority shall be the Installation or Regional Commander with authority over the Premises.
- 4. Treatment of Rent Payments Pending Dispute Resolution.** If an Eligible Housing Dispute alleges failure to meet applicable maintenance guidelines and procedures prescribed under the terms of the Lease agreement or applicable Schedules and addenda, or the housing

unit is otherwise alleged to be uninhabitable according to applicable State or local law, a Tenant may request Owner to withhold all or part of the Rent payments received by Owner during the Dispute Resolution Process (not to exceed 60 calendar days), on the Request Form for Dispute Resolution Process. Upon receipt of an administratively complete Request Form for Dispute Resolution Process in which the Tenant has requested a partial or complete withholding of Rental payments, the MHO will notify the Owner to initiate the process to withhold such payments from use. The Owner shall segregate amounts equal to such payments (the "Segregated Rental Payments") in a project level reserve account unavailable to the Owner, or Owner's property manager, employees, agents, or contractors for any purpose pending completion of the Dispute Resolution Process.

- 5. Owner and Tenant Obligations Pending Dispute Resolution.** The rights and responsibilities of both Owner and Tenant under the Lease shall be unaffected by, and continue, pending the Dispute Resolution Process, including the ability of the Owner to access, maintain, and repair the premises. Any actions taken by the Owner to repair the premises during the Dispute Resolution Process shall be considered by the Deciding Authority in rendering a decision.
- 6. Inspection.** Within seven (7) business days of receiving an administratively complete Request Form for Dispute Resolution Process, if the Eligible Housing Dispute is related to living conditions or the physical condition of the Premises, the MHO shall schedule and conduct a physical inspection of the Premises. The Owner and its designee, the Tenant or Tenant's representative, and the Dispute Resolution Investigator shall be notified of any inspection schedule and be afforded the opportunity to be present at the inspection. The Owner or its designee may schedule a separate inspection, at which the Tenant or Tenant's representative shall be allowed to be present. The Tenant shall grant access to the Premises for these inspections at a time or times and for a duration or durations mutually agreeable to the attendees. The Deciding Authority may grant an additional seven (7) business day extension in writing, if necessary, at the request of the MHO, the Owner, or the Tenant to facilitate inspections. If a Tenant fails to grant access to the Premises for inspections discussed in this Section, the Dispute Resolution Process shall terminate, no decision rendered, and the specific subject of the dispute deemed ineligible for future consideration. Within three (3) business days of the MHO inspection, the MHO shall make a written report of findings, and transmit the results of the inspection to the Deciding Authority, the Owner and the Tenant.
- 7. Consideration of Recommendations.** Before making a decision, the Deciding Authority shall solicit written recommendations or information relating to the Eligible Housing Dispute from each of:
  - (a)** The head of the MHO;
  - (b)** Representatives of the Owner for the subject Premises;
  - (c)** The Tenant of the subject Premises;
  - (d)** If the Eligible Housing Dispute involves maintenance or other facilities related matter, one or more professionals with specific subject matter expertise in the matter under dispute, selected and provided by the Deciding Authority. The cost of any other additional inspections, reports, or evidence gathered by the Parties will be borne by the Party requesting additional inspections; and



- (e) An independent Dispute Resolution investigator (the “Dispute Resolution Investigator”) selected by the Deciding Authority who shall consider the recommendations or information collected pursuant to Sections 7(a) through 7(d) of this Schedule in making a recommendation.

The Deciding Authority shall make any written recommendation or information relating to the Eligible Housing Dispute provided pursuant to this Section 7 available to the Owner and Tenant for review within three (3) business days of receipt by the Deciding Authority of all written recommendations or information collected pursuant to Section 7(a) through 7(e) of this Schedule. Both the Owner and Tenant shall have up to three (3) business days to submit a written rebuttal to any information received by the Deciding Authority. The Deciding Authority shall make any rebuttal submission available to the other Party within three (3) business days of receipt. At the end of any applicable period for rebuttal, the fact-finding portion of the Dispute Resolution Process shall be considered completed.

8. **Decision.** The Deciding Authority shall issue a final written decision in the Dispute Resolution Process no later than thirty (30) calendar days after MHO’s receipt of an administratively complete Request Form for Dispute Resolution, unless good cause exists for the Deciding Authority to take up to an additional thirty (30) calendar days. In no case, however, shall the Deciding Authority make a decision more than sixty (60) calendar days after the MHO accepts as complete the Request Form for Dispute Resolution Process. The Deciding Authority shall transmit the decision to the Tenant, the Owner, and the MHO on or before the deadline outlined herein. The decision shall include a certification that the Deciding Authority solicited and considered the recommendations described in Section 7 of this Dispute Resolution Process; a concise statement of the rationale underlying the decision; and the resolution of the Eligible Housing Dispute, which may include direction of any remedies available under Section 9 of this Dispute Resolution Process, or a finding of no fault by the Owner, as applicable.
9. **Remedies.** The Deciding Authority (i) shall direct the final determination of the disposition of any Segregated Rental Payments, and (ii) may direct one or more of the following remedies and specify a reasonable time for the Owner and/or Tenant to comply, as applicable:
  - (a) Direct the Owner to take action to remediate the Premises. Such an order may identify specific commercially reasonable outcomes but shall not specify methods of repair;
  - (b) Direct the Owner to fund Tenant relocation in accordance with the Minimum Standard Tenant Displacement Guidelines (Schedule 4);
  - (c) Direct the distribution of any Segregated Rental Payments to Owner or Tenant, as applicable;
  - (d) Direct a reimbursement or credit, as appropriate, for the payment of any fees, charges, or move-out damage assessments determined to be due to Owner or Tenant; or
  - (e) Allow Tenant to terminate the Lease or excuse Tenant from minimum move-out notice requirements and any associated fees.

The Deciding Authority may not order any remedies other than those specified in Sections 9(a) through 9(e) above. The Deciding Authority’s decision is the final action available under this Dispute Resolution Process. To the extent, the decision requires Owner to perform work at the Premises; such decision shall stipulate that the Tenant shall not interfere with Owner’s



ability to perform work at the Premises. The Deciding Authority shall reasonably determine whether such work ordered to be performed by Owner pursuant to the Dispute Resolution Decision has been satisfactorily completed.

- 10. Availability of Assistance to Tenants.** While the Dispute Resolution Process does not require the use of legal services, military legal assistance attorneys may provide legal services in furtherance of this Process to Tenants statutorily eligible for military legal services to the extent those services are available at the military installation. Private civilian attorney or other assistance may be obtained by the Parties at each Party's own expense without reimbursement. In addition, a Tenant Advocate from the MHO may provide the Tenant advice and assistance on the Dispute Resolution Process.
- 11. Relationship to Applicable Laws.** Nothing in this Dispute Resolution Process, or any decision rendered by the Deciding Authority, shall prohibit a Tenant or Owner from pursuing the original Eligible Housing Dispute in any adjudicative body with jurisdiction over the housing unit or claim in accordance with applicable state and/or federal law. Nothing in this Dispute Resolution Process shall prohibit a Tenant or Owner from pursuing an ineligible dispute in any appropriate adjudicative body.
- 12. Confidentiality and Use of Information in Subsequent Litigation.** By using the Dispute Resolution Process, the Parties agree and agree to cause their representatives to maintain the confidential nature of the proceeding and the Decision. No action taken by the Parties in connection with this Process shall be deemed or construed to be: (a) an admission of the truth or falsity of any claims heretofore made, or (b) an acknowledgment or admission by either Party of any fault or liability whatsoever to the other Party or to any third Party. Further, any recommendation gathered by the Deciding Authority pursuant to Sections 7(a) through 7(e) of this Dispute Resolution Process, and any written decision or remedy rendered pursuant to Sections 8 or 9 of this Dispute Resolution Process shall remain confidential and may not be released or used as evidence in a court of law or other similar judicial proceeding, except to the extent necessary to demonstrate that any alleged damages have or have not been remedied, and shall be withheld from release, as applicable, under the Freedom of Information Act (FOIA).

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# **EXHIBIT A — REQUEST FORM FOR FORMAL DISPUTE RESOLUTION PROCESS**

## **REQUEST FORM: GOVERNMENT FORMAL DISPUTE RESOLUTION**

**1. Tenant Name (Rank, Last, First):**

\_\_\_\_\_

**2. Premises Address (Street, City, State, Zip):**

\_\_\_\_\_

**3. Tenant Contact Information:**

**(a)** Phone # (Home/Cell): \_\_\_\_\_

**(b)** Email: \_\_\_\_\_

**4. Owner Company Name:** \_\_\_\_\_

**5. Owner Contact Information:**

**(a)** POC Name (Last, First): \_\_\_\_\_

**(b)** Phone # (Home/Cell): \_\_\_\_\_

**(c)** Email: \_\_\_\_\_

**6. Statement describing the dispute and prior efforts to resolve it (including supporting documentation):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**7. Rent Segregation Request. Tenant hereby requests segregation of Tenant's future Rent payments as of the date set forth below.**

\_\_\_\_\_ Tenant requests full Rent segregation in the amount of \$ \_\_\_\_\_ per month, or

\_\_\_\_\_ Tenant requests partial Rent segregation in the amount of \$ \_\_\_\_\_ per month.

**8. Name and signature of Tenant confirming they have sought resolution through, and completed, the informal resolution process procedures set forth in Section 9 of the Lease agreement.**

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### **(TO BE COMPLETED BY THE MHO)**

This is an administratively complete request eligible for Rent segregation in accordance with Lease Section 9 and Section 4 of Schedule 3 (Dispute Resolution Process). Owner is directed to segregate an amount equal to \$ \_\_\_\_\_ per month in a segregated account unavailable to the Owner, or Owner's property manager, employees, agents, or contractors.

Name of MHO Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_