



# MID-SOUTH HUNT MILITARY COMMUNITY



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## Resident Guidelines

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## IMPORTANT PHONE NUMBERS AND OFFICE INFORMATION

(NOTE: these numbers may be updated from time to time. Resident will be provided with revised copy of this page when changes occur.)

Fire	911
Ambulance	911
Police	911
NSA Security Dispatch	901-874-5533
Neighborhood Management Office/ Relocation Office	7666 Intrepid Street Building 456 Millington, TN 38054 Phone: 901-677-0800 Fax: 901-872-8915
Office Hours	0800-1700, CST
24-Hour Maintenance	Service Request Line 901-677-0800

### Department of the Navy, NSA Mid-South

Navy Housing Service Center	901-874-5547
MWR	901-874-5455
Military Operator	901-874-5111
Fleet and Family Service Center	901-874-5075
School Liaison Officer	901-874-5343
Website:	MidSouthFamilyHousing.com

## PRIVATIZATION

NSA Mid-South is one of numerous Navy installations to privatize their family housing communities. As such, Hunt MH Property Managers, LLC is proud to assume responsibility for the military family Residents' housing needs. Hunt MH Property Managers, LLC will perform the day-to-day management responsibilities. The Hunt MH Property Managers, LLC team at the Neighborhood Management Office stands ready to assist the Residents in every possible way to offer superior quality housing services while at their installation and make their stay a pleasant and memorable one.

## ACRONYMS

GM	General Manager (1)
NMO	Neighborhood Management Office
NFHO	Navy Family Housing Office or Housing Service Center



## COMMON DEFINITIONS

Agent/Property Manager	=	Hunt MH Property Managers, LLC(PM)
Guest	=	Guest of Resident
Neighborhood	=	All housing areas
Occupant	=	Children, parent, sibling
Owner	=	Hunt MH Property Managers, LLC
Premises	=	Home, garage/carport/designated parking, yard(s), storage sheds
Quiet Hours	=	2200 Hours through 0600 Hours
Resident	=	Parties signing the Lease Agreement

Other defined terms not defined herein shall have the meaning as set forth in the Lease Agreement

## 1. ALTERATIONS AND DECORATING

Any alterations to the Premises must be submitted to the NMO in writing. This includes interior and exterior, repainting, 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 spikes or hooks shall be driven into the walls or woodwork. Fixtures used for window covering, shall not be attached to any window frame.

Blinds installed by the Owner may not be removed or replaced except by Owner. Window coverings 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.

It is understood that if the NMO determines that the alterations to the Premises poses a health or safety hazard due to improper maintenance, or exceeds the scope as approved by the NMO, the Resident will be required to remove the alteration within seven (7) calendar days. Resident is responsible for all costs incurred for repair, restoration or replacement.

## 2. APPLIANCES

All 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 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.

### 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, corncobs, 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 microwave. Supervise use 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 AND ANTENNA

Resident is financially responsible for all costs incurred for installation of cable TV and/or Internet service or connections. Additionally, all costs for service are payable by the Resident.

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.

In compliance with the Federal Communications Commission (FCC) and its Over-The-Air-Reception Devices Rule (OTARD), the Owner has reasonable restrictions on the installation of reception devices (1) for broadcasts from satellite TV, (2) for fixed wireless signals via satellite, and (3) for commercially available analog or digital TV antennas. The OTARD Rule covers (1) an antenna 39.37 inches or less in diameter for direct broadcast satellite or fixed wireless signals via satellite, (2) an antenna 39.37 inches or less for wireless cable or fixed wireless signals other than satellite, or (3) a commercially available analog or digital TV antenna.

OTARD Rule does not apply to "ham" radio antennas. If you have questions about such antennas, contact the NMO.

Resident must notify the NMO no later than thirty (30) days after installation, permit an inspection, and execute a Satellite Dish Addendum to the Lease Agreement.

In compliance with the FCC's OTARD Rule, the Owner requires the following:

The Resident must notify the NMO regarding installation of reception devices in accordance with the Satellite Dish Addendum.

The Resident must ensure safe and secure installation. The satellite dish antenna must not be installed in an unsafe manner, including but not limited to, upon and overly elongated vertical pole or an extension device that hangs out over a balcony. An inspection of the installation will be performed by NMO. The NMO will inform the Resident if the installation is not safe, secure, or compliant with permissible restrictions. In addition, antennas may not be placed within unsafe distances from power lines. If the Resident is cited for building or a fire code violation due to its antenna installation, the Resident is responsible for immediate correction and compliance with the building and fire codes.

The Resident cannot drill any holes through glass, outside walls, roofs, balcony rails, balconies, windows, firewalls, or anything else, so the antenna can be hooked up to an inside television. The Resident must use the cable that goes under a sliding door or use any other installation method without drilling holes. No holes may be drilled through walls or anything else to bring in wires, and the antenna may not protrude over the railing of a balcony into any common area. The satellite dish antenna cannot extend out beyond the balcony railing line.

Residents will be permitted the installation of a satellite dish or stick-type antenna in accordance with the Satellite Dish Addendum. The reception device must be located entirely within the Resident's Premises and cannot be installed in any common area, including but not limited to,

outside walls, outside windowsills, glass, windows, roofs, railings, common balconies or patios, or any other common area.

A Resident may install as many antennas as necessary to get its desired service as long as the signal can still be received.

The reception device must be removed by the Resident on or before the date the Resident vacates the home for any reason.

Please respect your neighbor's right to the quiet enjoyment of their home by controlling the volume of your televisions and stereos.

## 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 will be responsible for the payment of Rent at the changed rate from the effective day of any change and payable when received by Resident. 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

When Resident's military rank or family composition changes, (i.e., increase or decrease in dependents or change in marital status), Resident must notify your NMO within fourteen (14) business days of the change.

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

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 NFHO for the larger Premises. Resident will be responsible for all costs associated with the move.

## 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, the Owner requires an adult to accompany children under the age of ten (10) in the Neighborhood or common area.

According to Tennessee Law, if children under the age of 16 are in public places after 2000 hours, and before 0400 hours, either a parent, or other adult authorized by the parents must accompany them.

Resident must obtain written approval from the NMO to operate a child care program in the home. Resident may provide in-home childcare ONLY through participation in the Child Development

Homes program. Resident must be certified through the Department of Navy sponsored Child Development Program 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 bring appropriate licensing and insurance information to the NMO prior to operating the child care business from the Premises. Resident is responsible for any damages to third parties arising from the in home child care program. Conducting an unauthorized childcare business shall result in an immediate cease of operations and may also result in eviction. Resident is responsible for any damage to the Premises as a result of the in-home child care.

## 6. COMMON AREAS

All common areas, including but not limited to parking lots, courtyard areas, and the grounds surrounding the Premises, 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 at the Neighborhood. Any Resident, Occupant 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 dollars (\$50.00) late fee. In addition, a Three or Five Day Notice to Pay Rent or Quit will be served upon the Resident in accordance with the Tennessee Landlord Tenant Laws. On the eleventh (11th) of the month, a delinquency notice will be sent to Residents in default. On the fifteenth (15th) of the month, an eviction lawsuit will be filed against those still in default. The NMO will initiate eviction proceedings against any Resident who has not paid their rent and provide a notice to the NFHO.

In the event that a Resident cancels their Allotment or UDEFT 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 or UDEFT. 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.

### 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 refer the debt to the Hunt MH Property Managers, LLC offices which may refer the debt to a collection agency.

### Returned Checks:

Checks returned due to insufficient funds will not be re-deposited. If a check is returned to the Agent, the Resident will be served with a legal notice and assessed a twenty-five dollar (\$25.00) fee. If the bank returns two checks, all future rental payments must be paid by Allotment or UDEFT,

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, Hunt MH Property Managers, LLC will initiate eviction proceedings and notify the NFHO.

## 8. NEIGHBORHOOD CENTERS & SERVICES

Some Neighborhoods will have use of a center(s), for social events, classes, Neighborhood projects and other related events. Owner will offer a variety of programs to the Residents. These programs will be listed in the Resident Newsletter. 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.

### **Deployed Spouse Program:**

Families of deployed service members may visit the NMO to inquire about and enroll in the Deployed Dependent Program. This program will assist the families of those military members who have been deployed with certain tasks, such as assistance with backyard lawn maintenance and snow removal. Spouses and remaining family members acting as the head of household will be offered assistance with, but not limited to, limited toy and furniture assembly and support peer groups.

### **Family Leave Program:**

Service personnel and their families who leave their home for up to 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.

## 9. NEIGHBORHOOD SPORTS AND RECREATIONAL AREAS

Use of sport and recreational areas are at the risk of Residents, Occupants and Guests. Owner and Agent 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 Agent. 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, Occupant or Guests. Resident shall notify Owner of any malfunctioning equipment or facilities.

## 10. DRUG FREE POLICY

Owner and Hunt MH Property Managers, LLC comply with the federal Controlled Substances Act (CSA). Resident, Occupants and Guests will not commit any acts or use the Premises or common areas in such a way as to violate the CSA or any law, ordinance, including laws prohibiting the use, possession or sale of illegal drugs. Furthermore, Owner and Hunt MH Property Managers, LLC cannot grant persons with disabilities the use of medical marijuana. Violation of the drug policy shall result in immediate eviction.

## 11. ENERGY AND WATER CONSERVATION

The instability in supply and growing cost of fuel have made conserving energy a critical issue. It is essential that we all play a proactive role in conserving energy. The Resident Energy Conservation Program (RECP) encourages Residents to conserve and use utilities wisely and become more responsible for their energy usage and consumption.

The RECP was mandated by the Office of the Secretary of Defense to set reasonable utility usage targets for normal utility consumption in PPV housing and to educate Residents about consumption with the goal of reducing usage.

Residents will receive an actual utility invoice approximately the 15th of every month. The invoice will reflect a normal utility usage band for the Resident's specific Like-type Group for the previous month. The Resident is responsible to pay for usage above the normal utility usage band for gas and/or electricity. If the Resident uses less than the normal utility usage band, he or she will receive a rebate or credit. If the Resident's usage falls within the normal usage band, neither a rebate/credit nor payment will be due.

Reductions in utility use as a result of RECP will reduce our dependence on foreign oil, therefore contributing to increased national security. Energy conservation reduces greenhouse gases and pollution, thus helping to improve the quality of life for all Americans. The financial savings from the program will be reinvested into the PPV project, directly improving Residents' quality of life through new and improved housing, community amenities, etc.

The following tips are suggestions for conserving and reducing energy consumption without sacrificing comfort.

### Dishwasher

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

### Heating

- a. Set thermostat at a comfortable setting without fluctuation to maintain consistent climate control. 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.
- b. Keep vents free from obstructions.



- c. Check the furnace air filter regularly. It will be replaced twice yearly. Should the Resident choose to replace it monthly, please feel free to call the Service Request Line to obtain a replacement filter.

### **Laundry**

- a. Wash full loads and use cold water instead of hot water.
- b. Dry full loads and clean lint filter after each load.
- c. 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**

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

### **Stove**

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

### **Water**

- a. Check toilets for leaks and make sure faucets are shut off properly.
- b. Always use flow controlling nozzle/spray head device for outdoor hoses.
- c. Do not remove or replace devices that have been installed to conserve water such as faucet aspirators and low flow showerheads and limit showering time to about 5 minutes.

### **Refrigerators**

- a. Open refrigerator door only long enough to get desired food items.
- b. Organize food on the shelves for easy access.
- c. Allow leftovers to cool before storing in refrigerator or freezer. Be sure to follow safe food handling guidelines.

## **12. EVICTIONS**

The Owner may take certain actions in the event the Resident, Occupants, or their guests display disruptive behavior, violate rules, or are involved in misconduct in the Neighborhood or become a nuisance. Eviction is for one serious violation of, continual failure to comply with, or a pattern of several violations of, the Lease Agreement, any lease addendum, the Community Handbook, and/or federal, state and/or local laws.

## 13. 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. 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.

## 14. FIREARMS/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 and with NSA Mid- South Security within three (3) days after arrival or after obtaining the weapon.

- 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 on to 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 weapons. 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.

## 15. FIREWORKS

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.

## 16. FOSTER CARE

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

## 17. GARAGES/CARPORTS

See Section 36 PARKING REGULATIONS and Section 52 VEHICLES.

## 18. GROUNDS MAINTENANCE

### Owner Responsibilities:

NMO's 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.

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 be restricted between the hours of 5:00 pm and 9:00 am. 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 malfunctions or if there is excessive runoff, please contact the NMO.

## 19. GUESTS

Guests of Resident are welcome in the Neighborhood. A Guest is defined as a relative or friend who is visiting a Resident's home for a few hours or longer. Guests must comply with all rules and regulations contained in the Lease Agreement, Addenda and Community Handbook and any applicable federal, state, and local laws. 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, check, or in-kind goods or services from their Guests.

Residents must notify Owner, in writing, within seventy-two (72) hours of a Guest's arrival if the Guest will be staying overnight for more than twenty-one (21) consecutive days and receive approval from Owner for such Guest. Normally Guests may not remain for more than 21 days; however exceptions for guests visiting for extended periods for the purpose of assisting the Resident (e.g., newborn, illness, etc.) may be granted by the NMO on a case-by-case basis, and must be submitted in advance and in writing. 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.

Guests who intend to stay longer than seventy-two (72) hours must register their vehicles with the NMO. A guest Parking Pass will be issued authorizing your Guest to park on the property.

Owner's approval of the Guest does not constitute approval by or for the military branch or any other entities.

If the Guest disrupts the livability of the Neighborhood, creates a nuisance, and/or otherwise disturbs the quiet enjoyment of other households, Owner may prohibit or bar the Guest from the Resident's Premises and/or the Neighborhood itself.

Guests must be able to meet any applicable access requirements. Also, it is the Residents responsibility to determine if any additional approvals are required, such as visitor passes.

Residents are not permitted to sublet all or any part of the Premises.

## 20. HOLIDAY LIGHTING AND DECORATIONS

Holiday lighting is authorized for use between the hours of 5:00 p.m. and 10:00 p.m. 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. Holiday/decorative lighting is not permitted at any other time. All lighting must be removed from 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.

## 21. HOME-BASED BUSINESSES/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 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. See the NMO for the Addendum and details.
- 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.
- Child Care businesses - See Child Care - Section 5.

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.

## 22. 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 KoolAid®, 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 the Premises 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. Residents 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.

## **23. KEYS/GARAGE DOOR OPENERS/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 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). Any locks permitted to be installed shall become the property of the Owner and Resident must promptly provide a key to the NMO.

## 24. LAW ENFORCEMENT

The local sheriff, police departments or other authorities will provide law enforcement. Resident will be instructed who to contact regarding law enforcement at move-in. Place the phone numbers for law enforcement in a handy location that is easily accessible.

Please dial 911 if you have an emergency.

All life-threatening emergencies such as fire or break-ins should be reported by calling 911. Non-life threatening security concerns can be reported 24 hours a day by calling the number listed on Page 1 of this Community Handbook.

## 25. LEASE VIOLATION NOTICES

The below applies to Residents, Occupants, and Guests. The NMO may issue a notice for the following violations, including but not limited to:

- a.** Unreasonably unsanitary conditions for interior and exterior of home
- b.** Violations of any federal, state or local laws, including those prohibiting the use, possession or sale of illegal drugs
- c.** Excessive or unreasonable noise
- d.** Illegal parking
- e.** Excessive and/or unreasonable litter, or clutter in yard, carport, or breezeway
- f.** Unreasonable failure to maintain front and/or backyards
- g.** Unauthorized pet or pets
- h.** Pest control noncompliance
- i.** Unauthorized repair of vehicles
- j.** Failure to observe posted speed limits or failure to obey stop signs
- k.** Property damage
- l.** Interference with the quiet enjoyment, including harassment and disruption of the housing community's livability or otherwise annoying and disturbing, of any other Resident, NMO staff, contractors, or other persons engaged in lawful activity in the area.

Failure to cure and comply with the Lease Agreement, any Lease Addendum, Community Handbook, and/or federal, state, and local laws may result in tenancy termination (non-renewal or eviction).



## 26. LIVE- IN CARE PROVIDERS / AIDES

A live-in aide will be approved as a reasonable accommodation if the potential Resident or Resident has a disability-related need for the live-in aide. Residents shall not permit any live-in aide to occupy the Premises without prior written approval of the NMO, who will approve a live-in aide for a Resident based on the following:

- NMO third-party verifies that Resident needs the services of a live-in aide in accordance with HUD standards.
- NMO verifies that the person providing live-in aide services qualifies as a “live-in aide” in accordance with HUD standards.
- The live-in aide must have acceptable residency and criminal background screenings.
- The Resident and proposed live-in aide must execute a Live-In Care Provider and Live-In Aide Addendum prior to the approval of the live-in aide’s occupancy.

Occupancy by a live-in aide must not result in overcrowding of the home. The Resident and live-in aide(s) may be moved to a larger home as a reasonable accommodation for the person requiring a live-in aide.

A live-in aide has no right to the home as a remaining household member after the Resident requiring the live-in aide dies, moves to a long-term care facility, or moves out of the home for any reason.

## 27. LOCKED OUT OF RESIDENCE

Resident who is locked out may contact the 24-hour Service Request Line by calling the number listed on Page 1 of this Community Handbook.

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 charge. 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.

## 28. MAINTENANCE

The Maintenance Team is responsible for the upkeep of the interior and the exterior of the homes. The team will be in uniform, have identification badges and in 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 by phone using the number listed on Page 1 of this Community Handbook. Resident will be given a Service Request number for reference. Service Request Dispatchers will receive and respond to calls from 7:00 a.m. – 4:00 p.m. 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 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)

Work will be scheduled to cause the least amount of inconvenience to Resident whenever possible. However, Resident may not refuse entrance into the Premises by Owner, the NMO or its contractors when notified at least 48 hours in advance, and the requested time is during reasonable working hours. Owner, NMO or its maintenance contractors may enter Resident 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.

## 29. MAINTENANCE TIPS

### General Maintenance Information

Please report any and all needed repairs to the office by phone, e-mail or through Service Track online. For maximum efficiency, report repairs in the morning whenever possible.

In the event your service request is not completed to your satisfaction and the NMO seems unable to provide a solution, please feel free to contact the General Manager's Office by calling the number listed on Page 1 of this Community Handbook.

### **Emergency Maintenance is provided 24 hours a day.**

Maintenance can be reached 24-hours a day by calling the number listed on Page 1 of this Community Handbook for service requests.

### 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 48 hours 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 report immediately to police and then to the NMO or 24-hour Call Center any suspicious persons and any strange or unusual vehicles.

Please request credentials from all maintenance personnel before allowing entry.

## General Maintenance Tips

### Smoke Detectors and Carbon Monoxide Detectors

Resident is required to test both smoke detectors and carbon monoxide detectors on a regular basis and replace batteries. Resident is not to tamper with, or 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. The NMO will classify the service call as an emergency, urgent or routine service order request. Keep a plunger on hand for use on simple toilet clogs.

### Light Bulbs

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

### Central Air & Heat

Your home may be equipped with individual central heat and air-conditioning. An ideal temperature setting is between 68 for heating and 78 for cooling (please be aware that setting the thermostat to temperature extremes may cause damage to the HVAC unit). The thermostat is factory programmed to standard temperature settings. Should you decide to change the temperature, please allow a minimum of ten minutes for the temperature to adjust (choosing an extreme setting will not bypass this 10+ minute adjustment). The temperature will remain at this setting until the next factory programmed temperature cycle. If at any time you find that your thermostat is malfunctioning or for more detailed operating instructions, please call the Service Request Line number listed on Page 1 of this Community Handbook. HVAC repairs may take longer than 1 day to be repaired, as specially trained technicians must be called out to perform service on the units. **Note: Temperatures less than 76 degrees are not considered an A/C emergency unless there are documented health-related concerns.** DO NOT turn off heat or air conditioning for a period longer than two weeks. Disconnect all hoses from outdoor faucets prior to the first frost.

### **HVAC Filters**

Air filter(s) will be new at move-in. Your filter is scheduled to be replaced twice yearly. The filter(s) in your home should be cleaned on a regular basis to insure proper performance of heating and air conditioning units. If you would like your filter changed prior to the scheduled filter change, feel free to call the Service Request Line number listed on Page 1 of this Community Handbook.

## **30. MOVE- IN PROCESS**

After Resident has selected their new home, 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 General 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. 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.

## **31. 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.

Resident will be scheduled for a Pre-Move-Out Inspection appointment to review the condition of the Premises and prepare the Resident for the Final Move-Out Inspection. During this review, the Resident may discuss any concerns about the Pre-Move-Out Inspection, anticipated damage charges or other assessments (if any), the overall process, and any other issues of concern in preparation for the final Move-Out Inspection. Deficiencies identified in the Pre-Move-Out inspection and not remedied by

Resident will be remedied by Owner and associated costs will be the responsibility of the Resident. Residents will be given written instructions on cleaning requirements for the Premises (See Exhibit A attached to this Community Handbook), noting any areas needing special attention.

Any alterations made to the Premises must be restored to the original condition or remain in place if previously authorized in writing by the NMO. The Resident shall be required to pay for such damages not corrected. If the Resident moves out prior to paying for the damages, Property Manager will actively pursue payment through all appropriate means under federal, state and local laws.

It may be determined during the Pre-Move-Out Inspection that Residents who own or have owned animals may have to have their home professionally treated for fleas if the home has

carpeting. If required, they must provide proof of treatment to include a 30-day warranty at final inspection. This proof can be a payment receipt or contractual agreement. If the home does not have carpet or only the stairway is carpeted, the use of foggers is acceptable. Residents with pets are also responsible to eradicate tick problems or any other infestation caused by the animal (s).

At the time of the actual move-out, the NMO and the Resident or a Resident appointed representative will again jointly assess the condition of the Premises, sign the Move-out Inspection Report, and return all keys and other access devices to the NMO. The NMO will assist Resident in completing any paperwork associated with the Move-Out procedures.

## **32. MOVE-OUT PROCESS FOR EARLY TERMINATION**

Resident that is a service member shall have the right to terminate the Lease Agreement if: (i) the Resident is required to move pursuant to permanent change of station orders; (ii) the Resident receives temporary duty or deployment orders equal to or in excess of three (3) months' duration to depart thirty-five (35) miles or more (radius) from the Premises' location; (iii) the Resident is discharged or released from active duty with the armed forces of the United States or the Coast Guard; or (iv) the Resident dies during active duty (in which case an adult member of his or her immediate family or personal representative of the estate may exercise this right). In addition, a Resident that is a service member shall have the right to terminate the Lease Agreement as provided in the Service members Civil Relief Act, as shall Resident's dependents as provided in the Service members Civil Relief Act.

In order for a Resident who is a service member to terminate the Lease Agreement such Resident (or, in the case of death, an adult member of his or her immediate family 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 will not be required to terminate the Lease Agreement. The remaining Resident has the option to do so 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 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 shall not be required to terminate 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.

If a Resident is a service member, such Resident has the option to terminate the Lease Agreement prior to the Lease Expiration Date for any reason not specified above. Resident must submit

to Owner at least 30 days prior to the early termination date, a request in writing, a \$250 Early Termination Fee, together with any outstanding Rent or other amounts owed to Owner pursuant to the terms of the Lease Agreement.

If Resident is a not a service member, and would like to terminate the Lease Agreement, Resident must submit to Owner a written notice at least 30 days prior to the early termination date, and choose to exercise an early termination option as outlined in the Lease Agreement.

### 33. NEIGHBOR RELATIONS

A multifamily living environment presents certain challenges and opportunities to build beneficial 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 10:00 PM and 6:00 AM). Please remember neighbors often work different shifts.
- Keep the Premises, including the yard, clean and free of any unsightly refuse or debris.
- 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 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.

### 34. NUISANCE (DISTURBANCES AND NOISE)

Resident, Occupants and Guests are expected to conduct themselves and 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 may result in 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 bar 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 barred and/or arrested for criminal trespassing, after they have received a barred notice and placed on a barred list by Owner. If Resident or Occupant allows a known barred person onto the Premises, it will be considered a material breach of the Lease Agreement and may result in immediate eviction from the Premises

## 35. OCCUPANCY LIMITS

Occupancy is limited to the Residents and Occupants identified on the Lease Agreement.

## 36. 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 will keep all vehicles in good operating order with valid and current inspection/safety sticker, if applicable, state tags and insurance.

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.

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 must 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.

Resident shall not park in driveways or carports of any other residence.

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.

Guests who intend to stay longer than 48 hours must register their vehicles with the NMO.

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

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

Vehicles found in "No Parking" areas, red zones, blocking access, without current registration, inoperable, stationary for extended periods of time, or in accessible spaces for people with disabilities (without a state-issued placard or plates) will be towed at the vehicle owner's expense and risk. Residential garages must be used for vehicle parking.



## 37. PERSONALLY - OWNED PLAY EQUIPMENT AND NEIGHBORHOOD PLAYGROUNDS

Personally owned play equipment is discouraged. Personally owned play equipment shall be kept in good working order, and will not be secured to the ground using concrete anchors. Play equipment should be limited to toddler plastic swing sets and sliding boards.

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.

## 38. 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, can be used by 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 require extermination, call the Service Request Line number listed on Page 1 of this Community Handbook. 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.

### 39. PET POLICIES

Birds, fish, hamsters and guinea pigs will be permitted in all Premises. Non-domestic and exotic animals, such as reptiles, rodents (other than the hamsters and guinea pigs), ferrets, hedgehogs, skunks, rats, raccoons, rabbits, pot-bellied pigs, monkeys, arachnids, or any farm animals are prohibited in all Premises. The following breeds of dogs and dogs that have any of the breed lineages will not be permitted to be moved into a Premises or the Neighborhood: Pitt Bulls, Rottweilers, Staffordshires, Bull Terriers, American Staffordshire Terrier, Chow Chows, Doberman Pinschers, Perro de Presa Canarios, and Wolf hybrids. Animals prohibited by Tennessee and/or Federal laws are not permitted. Pets are permitted subject to registration and an annual update. If there are any discrepancies regarding the type of breed, the Resident is responsible for providing proof of breed lineage from a professional certified veterinarian.

#### **Assistive Animal Policy:**

Animals used to assist persons with disabilities living in the Premises or who visit the Neighborhood are not subject to the pet ownership rules. Assistive animals are reasonable accommodations. Assistive animals are not pets. They are animals that work, provide assistance, or perform tasks for the benefit of persons with disabilities, or animals that provide emotional support that alleviates one or more identified symptoms or effects of a person's disability-related assistance or provide the disability-related benefit needed by the person with the disability.

NMO may refuse to change policies if:

- The animal poses a direct threat to the health or safety of others that cannot be reduced or eliminated by a reasonable accommodation.
- The animal would cause substantial physical damage to the property of others.
- The presence of the assistive animal would pose an undue financial and administrative burden to the landlord.
- The presence of the assistive animal would fundamentally alter the nature of the landlord services.

The fact that a Resident has a disability does not automatically entitle him/her to an assistive animal. There must be a relationship between the Resident's disability and his/her need for the animal.

NMO may not require a Resident to pay a fee or a security deposit as a condition of allowing the Resident to keep the assistive animal. However, if the Resident's assistive animal causes damage to the Premises or the common areas of the Neighborhood, at that time, NMO may charge the individual for the cost of repairing the damage.

However, the keeping of cats and dogs is a conditional privilege extended to the Resident exhibiting responsible behavior and in control of the cat and/or dog. 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 is responsible for enforcing animal control ordinances in the Neighborhood. Additionally, the Resident must execute a Pet Addendum to the Lease Agreement.

All dogs four months of age or older must be licensed and wear a collar with the city and county dog tag attached. Licenses must be renewed on or before expiration date of current tags. Applications for the license may be obtained from the Humane Society or any Satellite City Hall. Please contact the NMO to obtain the location and telephone number. All cats are required to have an identification tag on their collar. Dogs and cats must wear tags with owner identification and house number. Free ID tags are available at the Humane Society.

The pet(s) 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.

The limit is two pets per Premises, (i.e. 2 dogs or 2 cats or 1 dog and 1 cat). Pets registered with the NMO may be cared for in the homes of others in the Neighborhood, provided the visiting pet does not cause the two-pet per Premises limit to be exceeded for more than 48 hours without Owner approval.

Dog houses are allowed, once approved by Owner, but Resident must remove dog house at move-out and repair any damages to the lawn prior to move-out.

Pet owners, while not required, are encouraged to consider obtaining liability insurance, as the pet owner will be liable for damages and/or injuries caused by a pet.

Resident's liability includes, but is not limited to, property damages, cleaning, deodorization, flea or other pest extermination costs, carpet or other flooring replacement, and/or personal injuries. Resident will be liable for the entire amount of any injury to the person or property of others caused by such pet(s).

All approved 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 (see Tying of Pets). 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 Neighborhood 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.

If a Resident is unable to care for the pet and abuse or neglect of the pet occurs, Owner will first contact the designated point of contact. In the event the point of contact person is not of assistance, Owner will report the incident to the Animal Protective Shelter or appropriate authority for action.

On the occasion of a loose or unattended pet, Owner will contact the Resident pet owner. The Resident must immediately come and get the animal. If the animal remains loose, Owner will contact the Animal Protective Shelter or other appropriate authority to pick up the animal and take it to the Animal Protective Shelter.

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 from the property immediately.

**Disposal of pet waste droppings are to be handled as follows:**

**Cats:**

Cat must have a litter box. Litter should be cleaned daily and changed and removed twice weekly. The litter must be wrapped and sealed before being disposed of in the trash.

**Dogs:**

Dog owners are not permitted to leave pet waste droppings anywhere in the Neighborhood. Dog owners must carry a “pooper scooper,” disposal bag and clean up after their animal. The picked up droppings must be wrapped and sealed before being disposed of in the trash.

**Other Pets:**

Droppings and cage litter must be frequently and regularly disposed of in wrapped and sealed bags. These bags are then disposed of in the trash.

**PET CARE:**

**Tying of Pets:**

Pets may not be tied to common area trees, porches or any common area in the Neighborhood.

**Noise and Odors:**

Pet owners are responsible to control pet noise and odor.

**Pet Food:**

Food for pets cannot be left in the feeding dish on the floor, counter or anywhere in the Premises for an unreasonable period of time

Residents may not breed animals on the Premises.

Owner will have the right to inspect the Premises, upon notice to the Resident, if written complaints have been received or upon demand (after a 24-hour notice) if Owner has reason to believe the pet is a threat to the health and safety of other Residents or the Neighborhood.

Owner and their Agent have the right to enter a Premise and remove a pet that has become vicious or is a threat to other Residents if the Resident refused to remove the pet or cannot be contacted.

**Absence of Owner under Emergency Situations:**

Resident will contact the identified emergency contact or those parties identified to assist with a pet in the case of an emergency. In the event that the emergency contact cannot be contacted or does not respond within 24 hours, Owner will report the situation to the Animal Protective Shelter, local animal warden or other appropriate authority. Such circumstances shall be deemed an emergency for the purpose of Owner’s right to enter the Resident’s Premises

with such Agent to allow the authority to remove the animal from the Premises. The cost of the care facility will be borne by the Resident.

#### **Owner Intervention:**

Owner exercises the right to act immediately if a Resident fails to properly care for said pet and the pet is an aggressive animal, sick, injured, or deceased. Owner will contact the Resident's designated point of contact upon determination of inadequate Resident response to such problems. If the designated point of contact is of no assistance, Owner will contact the Animal Protective Shelter or other appropriate authority to remove the pet at the pet owner's expense.

#### **Owner Liability:**

Owner and/or its Agent are absolved by the Resident or designated point of contact of any or all liability, financial or otherwise, for actions taken on behalf of the Resident pet owner or the well-being of the pet as may be permitted by state or local law.

Residents must also comply with policies and procedures contained in NAVSUPACT Mid-South Instruction 10570.1B. Failure to comply with the Pet Policy contained in the Community Handbook, NAVSUPACT Mid-South Instruction 10570.1B, and the Pet Addendum may result in the removal of the cat(s) or dog(s) from the Premises and/or eviction of the Resident from the Premises. Any Resident who has been required to remove a cat or dog due to violations of the Pet Policy or the Pet Addendum will not be permitted to have any cats or dogs on the Premises.

Owner reserves the right to establish non-pet Neighborhoods and to amend the restricted breeds of dogs listed in the first paragraph of this Section 40. **For additional information, refer to the Pet Addendum.**

## **40. REFUSE COLLECTION AND RECYCLING**

### **Refuse**

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, lost or stolen.
- Resident will be responsible for regular cleaning of the bin(s).
- Refuse bins must be at the curb before 7:00 a.m. on the scheduled pick-up days, unless otherwise instructed by the NMO. If desired, Resident may place the refuse bins at curbside after 6:00 PM the day preceding the collection day.
- The bins must be returned to proper storage by 8:00 PM on the day of collection.
- 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.
- Recyclable paper bags are to be used for grass clippings. Do not exceed the “test” strength of the bag.
- 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 is strongly encouraged, and is mandatory in most Neighborhoods. Recycling containers must be properly stored with trash bins. A schedule for recycling and a list of procedures outlining the items to be placed in the containers will be provided by Owner. Recycling bins may be provided by the Owner.

## **41. 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 Rider 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 be undergoing an extensive rehabilitation process, which may involve demolition of existing homes and common areas and construction of new homes and common areas, as well as 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**

Information provided to the Resident regarding the property and the Neighborhood may refer to amenities, Neighborhood services/facilities that may be affected by the rehabilitation. 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**

There may be times when construction specified in the above, 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 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 forty-five (45) 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. After the initial term of the Lease Agreement has expired, the Owner may terminate the Lease Agreement upon the service of a thirty (30) day notice or any other notice allowed by law.

## Assistance Provide to Resident Upon Termination

If the Lease Agreement is terminated due solely to "Construction Termination", or "Maintenance Termination", Owner will provide Resident with (A) personal property moving assistance and (B) relocation assistance, as set forth below.

- **Personal Property Moving Assistance.** If the Lease Agreement is terminated due to "Construction Termination" or Maintenance Termination", the Owner will move the Resident's personal property in accordance with Construction-Maintenance Termination Moving Rules and Guidelines then in effect. The Construction-Maintenance Termination Moving Rules and Guidelines may be amended from time to time at Owner's sole discretion. Resident may obtain copies of the current Construction-Maintenance Termination Moving Rules and Guidelines at the NMO upon request. Owner reserves the right to deny personal property moving assistance or relocation assistance to Residents who fail to comply with the Construction-Maintenance Termination Moving Rules and Guidelines then in effect.
- Resident is aware that a moving company, when applicable, is handling the physical move of personal property. Owner's responsibilities with respect to the personal property moving assistance shall be limited to paying the moving company for its services. Resident releases and discharges Owner and its agents, employees and assigns from all debts, liens, claims, rights, demands, actions, causes of action, known or unknown, by reason of any losses, damages or injuries whatsoever sustained by Resident arising from the personal property moving assistance.

## Relocation Assistance

Owner will assist the Resident's relocation for terminations due to "Construction Termination", or Maintenance Termination", by:

- Providing Resident with reasonable information about replacement housing available to Resident within one (1) commuting hour of the Premises location:
- When Resident delivers to Owner a copy of an executed lease Agreement for replacement housing (on terms mutually agreed upon between Resident and the Owner if the replacement property is in another Neighborhood owned by the Owner), the Resident will be provided a relocation allowance by the Owner which is intended to offset certain costs associated with relocation.



## **Damages Caused by Relocation Delay**

The owner will have extremely tight construction deadlines to meet, and any delay by Resident in relocating could cause significant damage to owner for which Resident may be liable. Failure by the Resident to comply with your responsibilities to move as provided in the Construction Termination or Maintenance Termination notice will entitle the Owner, in addition to the daily rental value of the Premises, at its option, to impose either liquidated damages of fifty dollars (\$50) per day or to seek actual damages. Resident should be aware that actual damages could be extremely costly.

If you have questions, please contact the NMO.

## **42. 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 pre-paid 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 General Manager. Instant Feedback forms will be available at all NMOs.

## **43. SAFETY**

**Emergency numbers are provided on page 1. A Resident Safety Pamphlet is included as Exhibit C to this Community Handbook.**

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 Communities 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 B to this Community Handbook

## **Fire Protection**

The Resident is responsible for ensuring their Premises compliance with all applicable fire and life safety standards. For further information regarding questions on fire prevention, please contact the local Fire Department.

### **Suggested tips in case of fire in your home:**

- 1.** DO NOT PANIC! KEEP CALM.
- 2.** DO NOT TRY TO PUT THE FIRE OUT BY YOURSELF.
- 3.** LEAVE THE ROOM WHERE THE FIRE HAS STARTED AND CLOSE THE DOOR.
- 4.** HAVE ALL THE OCCUPANTS VACATE THE HOME
- 5.** CALL 911 FROM YOUR NEIGHBOR'S HOME IMMEDIATELY
- 6.** 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:

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

## **Fire Prevention**

Following are suggested tips for fire prevention:

- 1.** 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.
- 2.** The telephone number of the fire department and all emergency services should be readily available by your phone.
- 3.** 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.
- 4.** Do not smoke carelessly.
- 5.** Do not put food on the stove to cook and go to sleep or leave your home.
- 6.** Do not overload your electrical outlets. If any appliance or TV starts smoking, pull out the plug and call the Fire Department.

7. When you leave your home for any length of time, make sure that the stove, TV or any other electrical appliance is turned off.
8. 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.
9. Cover unused outlets with outlet covers so that children cannot place items into them.
10. 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.
11. Dryer lint traps should be cleaned before each use of the dryer.

### **Fireplaces**

Resident is responsible for the safe operation of interior 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. The Owner recommends 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.

### **Hazardous Materials/Waste**

It is critical that hazardous materials not be included in trash or recycling. Contact the NMO for information on suitable locations to store or dispose of household hazardous waste. Common hazardous household products include, but are not limited to:

- Paint/thinner
- Turpentine and other spirits
- Glue
- Gasoline and other petroleum products
- Batteries
- Pesticides, herbicides, fertilizers, soil additives
- Common household chemicals, including bleach
- Fluorescent light bulbs

### **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 property, 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.
- Registered Sex Offenders Notice: Tennessee Code Annotated, §40-39206 mandates that Sex offenders are registered by local law enforcement or the Board of Probation/Parole; however, the Tennessee Bureau of Investigation is responsible for the Registry website and for maintaining the original registration documents, accessible on the Internet at [http://www.tbi.state.tn.us/sex\\_ofender\\_reg/sex\\_ofender\\_reg.shtml](http://www.tbi.state.tn.us/sex_ofender_reg/sex_ofender_reg.shtml), identifying persons who have been convicted of certain sex offenses and/or crimes against children and must register as a Sex Offender.

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

Smoke and carbon monoxide detectors have been provided to comply with local safety ordinances, 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, beds, tables, chairs and other furniture should not be placed in close proximity to windows.

#### **Lock all windows.**

Do not leave young children unsupervised in rooms with open windows.

## **44. SERVICES - OTHER**

Services provided as a courtesy or convenience for the Residents and Occupants, exclusive of utilities and trash removal described in Section 8, Page 1 of 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.

## **45. 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. Residents shall not display partisan political signs, posters, banners or similar devised visible to the public.

## **46. SNOW AND ICE REMOVAL**

Resident is responsible for snow removal on driveways and 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.

## **47. 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.

## **48. 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.

## **49. 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 or air conditioning for a period longer than two weeks.
- 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.
- If absent for longer than 30 days, make arrangements to ensure timely Rent payments.

## **50. TRAMPOLINES**

Trampolines are not permitted on Resident's Premises unless previous approval from NMO was obtained. Use is at Residents' risk.

## **51. 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.
- 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. The following policies apply, but are not limited 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.
- To request assistance for a malfunctioning garage door, or garage door remote control, please call the Service Request Line number listed on Page 1 of this Community Handbook for assistance.

### **Recreational Vehicles and Other Vehicles**

Recreational vehicles (RV), 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 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 polices 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.
- An 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.

## 52. WADING POOLS/ HOT TUBS

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

- The water must not exceed 12 inches 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.
- 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. Residents may request an accommodation for a household member with disabilities.

## 53. WASTE

All Residents, Occupants and Guests are forbidden from creating any Waste (unacceptable care of or damage to the Premises or Neighborhood). Resident is responsible for the cost of repairing Waste.

## 54. WATERBEDS

Waterbeds are allowed, but the Resident must provide acceptable liability insurance policy. Resident is responsible for all damages caused by the waterbed. Resident is advised that renter's insurance provided to Resident does not cover waterbeds.

## 55. WEBSITES

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

## 56. WILDLIFE/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.
- Bird feeders are not to be hung over patios or from balconies interfering with other Residents. Any birdseed remaining on the ground must be cleaned up daily.

## 57. 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.**

## 58. YARDS – PROHIBITED ITEMS

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

Patios, balconies, and front yards must be neat and clean at all times. Bicycles, motorcycles, boxes and/or equipment may not be stored on patios or balconies. Towels and laundry may not be hung within patios. Furniture, other than acceptable lawn furniture, shall not be kept on patios or carports. 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 property, 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, carports, and/or covered patios using hibachis, grills, etc. is prohibited.

Burning of rubbish or bonfires is not permitted.

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# **EXHIBIT A**

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

### **GENERAL**

- Completely remove all personal items from the home, storage area(s) and garage.
- Clean front and back yards from all rubbish, garbage, animal feces, etc., and remove all personal items.
- Any items requiring disposal or recycling must be removed from the Premises in an appropriate, proper, and approved manner.
- Any equipment or feature delivered as part of the Premises, (including appliances, appliance parts, fixtures, hardware, etc.), must be returned intact and in proper working order.
- Original wall color is not altered or changed unless previous written approval was obtained from the Owner.
- Remove all graffiti, markings, and stickers from ceilings, walls and window sills.
- All windows must be closed and locked with window covering left in the 'closed' position.

### **KITCHEN**

- All kitchen surfaces – Remove all grease build-up and wipe down.
- All appliances – Remove all grease and food particles from exposed fixtures, wipe down inside and out.
- All floors - Sweep and wet mop all floors.

### **BATH**

- All bathroom fixtures and surfaces- remove all excessive soap scum, mold, mildew and other dirt build-up.
- Shower curtain - Remove.

### **BEDROOM/LIVING ROOM/DINING ROOM**

- All floors - Sweep or vacuum as appropriate to the surface.
- All closets -Sweep and/or vacuum.

### **GARAGE/CARPORT/SHED/EXTERIOR**

- Floors - Free of grease, oil and paint.
- Clean trash containers and recycle bins.
- Clean exterior doorways, porches and patios.

### **FENCED YARD**

- Mow, trim and edge grassy areas.

- Remove weeds; patch bare spots.
- Police grounds, rake leaves, trim bushes.

## FINAL INSPECTION CLEANING CHECKLIST

### Floors/Rugs/Carpet:

- Sweep and mop all vinyl/tile flooring so that surface is free of dirt or debris
- If home is carpeted, you must use a steam cleaner to clean the carpets or have them professionally cleaned
- Resident agrees to have the Premises professionally treated for fleas and ticks prior to vacating, if necessary. Proof of treatment must be provided to Owner. Owner will notify Resident of any required professional treatment for fleas and ticks if determined after thorough assessment during the pre-term move-out inspection. Please refer to Section 8 of the Pet Addendum for more details.
- Floor should be free of wax and have an even finish
- Hardwood floors should be damp mopped. DO NOT STRIP

### Walls/Ceilings:

- Remove all dirt, cobwebs, crayon marks, pencil marks, food, etc.
- Remove all nails, picture hangers and hooks

### Windows/Window Tracks:

- Clean all windows & tracks inside and out
- Clean windowsills and blinds

### Doors/Door Frames:

- Remove all dirt and stains from both sides of doors
- Clean all tops of doors and frames

### Light Fixtures:

- Be sure that all lights have working light bulbs
- Clean all globes inside and out Cabinets/Closets/Drawers/Shelving:
- Remove all shelving paper, staples, etc.
- Remove all dust, food particles, personal items, debris, etc.
- All should be clean of stains, adhesive, grease and caked on food
- Clean and wash all counter tops

### Radiators:

- Dust and remove cobwebs from surface

**Mirrors:**

- Surface should be cleaned and wiped

**Refrigerator:**

- Defrost the freezer and wipe clean
- Interior should be clean and free of food, stains, mold, food particles, personal items, etc. to include all racks, shelving, drawers, etc.
- Seal around all doors should be clean and free of mold, stains, etc.
- The condensation (drip) pan underneath the refrigerator should be clean
- All appliance bulbs should be working
- Clean surface beneath, above and behind appliance
- Leave the refrigerator on and turn to the lowest setting

**Range:**

- Surface of the range should be free of crusted/baked-on food on all accessible surfaces. Be sure to lift the top and clean underneath
- Entire range should be wiped clean and be free of grease inside and out
- Clean underneath as far as can be reached
- All drip pans must be cleaned and free of crusted /baked on food
- Do not disassemble range components that require tools.

**Ventilation /Air Vents/Range Hoods:**

- All surfaces should be clean of dust, food particles and grease
- Clean or replace filters

**Dishwasher:**

- All interior and exterior surfaces should be free of soap, soap residue and food particles
- Exterior surfaces should be wiped clean of all dirt, stains and food particles to include the door seals

**Kitchen/Bathroom/Toilet:**

- Clean and remove all stains, dust, lime, mineral deposits and soap residue from all equipment – including bathtubs, toilets, sinks, showers, mirrors, medicine cabinets, shelving, towel racks, faucets, etc.
- Clean wall and floor tile

**Garbage Disposals:**

- Should be odor free and clean of all food particles
- Remove the splashguard and clean. If not removable, be sure that the guard is clean inside and out

**Trash Cans:**

- Empty and remove all garbage
- Wash and ensure that can is free of odor and crusted on garbage Outside Area:
- Sweep and clear all debris from garages, carports patios, and walks
- Remove oil and grease from paved areas
- Accomplish normal yard maintenance.
- Fenced in yards must be mowed & trimmed.
- Sweep exterior storage shed
- Remove all crayon marks and dirt spots within normal reach (Do not use pressure washer or hose to accomplish this)

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Signature of Resident

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# EXHIBIT B

## 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

# 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: \_\_\_\_\_